



Regional Transit Authority
Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

A. Department Representative to participate in procurement process:

John Dilosa, Jr. Director of Facilities 8307
Name Title Ext.

B. Contract No.: 2021-025

Contract Title and PO No: BRC Construction Group, LLC (Vendor No 9254605 & P.O. 914091-00)

C. Contract History:

Award Value \$ 250,000.00
Previously Executed Change Orders \$ 0.0
Previous Contract Value Prior to Requested Change Order (Sum) \$ 250,000
Value of Current Change Order (C/O 1) \$ 201,000
Revised Contract Value \$ 451,000.00

D. Justification of Change Order: (C/O 1)

The new interim Downtown Transit Center needs to be constructed as part of the New Links Implementation. This is critical to the planned services changes being implemented September 25, 2022. The on-call facilities contractor will be able to complete these buildouts in time for the service changes. The funds for this facility was approved in the 2022 budget.

E. Type of Change Requested: Administrative Supplemental Termination

F. Responsibility Determination:

G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

0% DBE 0% SLDBE 100% Small Business

Additional Information

DBE/EEO Compliance Manager

Date

H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No



Are there any amendments pending?

Yes

No

If Yes, please attach the amendment to this Routing Sheet and explain.

NA

Director of Grants/ Federal Compliance

Date

I. Funding Source: Federal State Local Other:

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Amount Available	\$	201,000
Projected Cost	\$	N/A
Previous Cost	\$	N/A
FTA Grant No.(s)	\$	N/A
Line Item(s)	\$	0.00
Operations/Department Code	\$	0.00
Budget Code(s) 1.1086	\$	201,000
Other	\$	0.00

[Signature]
Budget Analyst

7/21/22
Date

Chief Financial Officer

Date

Safety
MS Insurance verified: *Michael J. Smith*

7/21/22
Date

Insurance Specialist

Date

K. Authorizations:

Department Head

Date

[Signature]

7/21/2022

Division Manager

Date

[Signature]

7/21/2022

Director of Procurement

Date

[Signature]

7/21/22

Chief Executive Officer

Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: On-call Facilities Contractor

Date of Estimate: 7/5/222

Description of Goods/Services:

Build out of interim transfer facilities (Downtown and New Orleans East)

- New Procurement
- Contract Modification (Change Order)
- Exercise of Option

Method of Obtaining Estimate:

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

- Published Price List (attach source and date)
- Historical Pricing (attach copy of documentation from previous PO/Contract)
- Comparable Purchases by Other Agencies (attach email correspondence)
- Engineering or Technical Estimate (attach)
- Independent Third-Party Estimate (attach)
- Other (specify) _____ attach documentation
- Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is ~~\$250,000.00~~ \$201,000

The preceding independent cost estimate was prepared by:

DWIGHT NORTON

Name

Signature

**New Orleans Regional Transit Authority (RTA)
Interim Downtown Transit Hub - Phase I
90% Design - Construction Cost Estimate
6/20/2022**

Location	Item	Unit	Quantity	Unit Price	Total Price
Project-wide	Mobilization	LS	LS	\$10,000	\$10,000
Elk Place	Relocate Trash Can	LS	LS	\$700	\$700
	Relocate Wayfinding Sign	LS	LS	\$700	\$700
	Pavement Striping	LS	LS	\$7,500	\$7,500
	Temporary Traffic Control	LS	LS	\$5,000	\$5,000
Tulane Ave.	Sawcut Existing Concrete Pavement	LF	40	\$20	\$800
	Concrete Removal	SF	1407	\$5	\$7,035
	4" Concrete Pavement	SF	1530	\$10	\$15,300
	Pavement Striping	LS	LS	\$12,000	\$12,000
	Installation of 27' Bus Shelter	EA	1	\$5,000	\$5,000
	Temporary Traffic Control	LS	LS	\$7,500	\$7,500
	Relocate Trash Can	LS	LS	\$700	\$700
	Relocate Book Drop-off	LS	LS	\$700	\$700
Signs	LS	LS	\$1,500	\$1,500	
Tulane Ave. - Add Alt	Sawcut Existing Concrete Pavement	LF	12	\$20	\$240
	Concrete Removal	SF	2151	\$5	\$10,755
	4" Concrete Pavement	SF	1779	\$10	\$17,790
	6" Concrete Pavement	SF	375	\$13	\$4,875
	Temporary Traffic Control	LS	LS	\$5,000	\$5,000
	ADA Ramps/Truncated Domes	SF	156	\$25	\$3,900
Loyola Ave. and Gravier St.	Installation of 27' Bus Shelter	EA	3	\$5,000	\$15,000
	Relocate Book Drop-off	LS	LS	\$700	\$700
	Removal of Crepe Myrtles	LS	LS	\$2,500	\$2,500
	4" Concrete Pavement	SF	1967	\$10	\$19,670
	Pavement Striping	LS	LS	\$17,500	\$17,500
	Temporary Traffic Control	LS	LS	\$10,000	\$10,000
Total Estimated Cost - Phase I					\$182,365
10% Contingency					\$18,237
Grand Total					\$200,602

From: [Louis Jackson](#)
To: [Norton, Dwight](#)
Cc: [Doherty, Angela J.](#); [Quezergue, Rose](#); [Caroline Christmas](#)
Subject: RE: 21-030 RTA Non- Advertising Bus Shelters NO East Hub
Date: Tuesday, June 21, 2022 5:22:02 PM

Dwight,

Caroline completed a quick estimate of the total quantities to be constructed for the project. Please see below:

These quantities do not include the New Orleans East Bus Hub
Bus Shelter Pad (10-inches thick with No. 5 reinforcement bars): 270 SY over 24 different sites
New Sidewalk (6-inches thick with 6 x 6 WWF reinforcement): 285 SY over 16 sites

These quantities are only for the New Orleans East Bus Hub
Bus Shelter Pad (10-inches thick with No. 5 reinforcement bars): 35 SY
New Sidewalk (6-inches thick with 6 x 6 WWF reinforcement): 115 SY
There will also be a fair amount of striping at this location.

6- inch solid line: 800 LF
6-inch dashed line: 75 LF
Standard Bike Symbol: 2 EA
Turning Arrows: 3 EA

As you can imagine, these quantities are subject to change pending the traffic striping to be completed by our partner, Urban Systems, and receipt of any comments from the RTA or other approving agencies.

Contact us with any questions.

Thanks

Louis Jackson, P.E.
Operations and Quality Control Manager

Infinity Engineering Consultants, LLC
4001 Division St. | Metairie, LA 70002
Phone: (504) 304-0548 | Fax: (504) 355-0265
Cell: (504) 202-8701
www.infinityec.com

From: Norton, Dwight <dnorton@rtaforward.org>
Sent: Tuesday, June 21, 2022 1:49 PM
To: Louis Jackson <ljackson@infinityec.com>; Caroline Christmas <cchristmas@infinityec.com>
Cc: Doherty, Angela J. <adoherty@rtaforward.org>; Quezergue, Rose <rquezergue@rtaforward.org>

NEW LINKS IMPLEMENTATION

Interim Transfer Facility Construction

7/7/2022

New Orleans East Facility

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	LS	LS	\$5,000.00	\$5,000.00
Temporary Traffic Control	LS	LS	\$7,500.00	\$7,500.00
Sawcut Existing concrete	10	LF	\$20.00	\$200.00
Bus shelter pad	315	SF	\$16.00	\$5,040.00
New sidewalk build out	1035	SF	\$13.00	\$13,455.00
Installation of shelter	2	ea	\$5,000.00	\$10,000.00
			Subtotal	\$41,195.00
			Contingency (10%)	\$4,119.50
			TOTAL ESTIMATE	\$45,314.50

Regional Transit Authority
 INV. : Accounting Dept (504) 827-8407
 TO : 2817 Canal Street
 New Orleans, Louisiana 70119

Page
 Date : 4/28/22
 Order No. : 914091-000
 Brn/Plt : 1284399

BRC CONSTRUCTION GROUP LLC
 3330 NORTH CAUSEWAY BLVD STE 326
 METAIRIE LA 70002

SHIP REGIONAL TRANSIT AUTHORITY
 TO
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 04/28/22 Vendor No. 9254605 Facility Maintenance
 Delivery - 04/28/22 Taken By - 0560701099
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 05/28/22

Description / Supplier Item	UM	Unit Cost	Extension
Facilities Construction	1.0000 EA	250,000.0000	EA 250,000.00
Supplier 1282581599, 125 CANAL, CARROLLTON, ENO			

Terms Net 30 Tax Rt Sales Tax Total Order
 ----- Tax Rt ----- 250,000.00

DATE RECEIVED BY
 CHECKED BY
 APPROVED BY
 REGIONAL TRANSIT AUTHORITY
 TAX ELEMENTS
 BY MANAGER, PURCHASING DEPT
 4/27/22

ANY CONFLICT DISPUTE LEGAL PROCEEDING SETTLEMENT OR OTHER MATTER HAVING A
 LEGAL CONFLICTING IMPACT ON THE PARTIES HERETO SHALL BE RESOLVED PURSUANT TO
 THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE INV. NUMBER INV. AMOUNT TAX FREIGHT INV. TOTAL

APR 28 4/28/22



**CONTRACT TO PROVIDE FACILITY MAINTENANCE &
CONSTRUCTION SUPPORT SERVICES**

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY

A Political Subdivision of the

State of Louisiana

2817 Canal St.

New Orleans, Louisiana 70119

AND

BRC CONSTRUCTION GROUP, LLC

3330 N. Causeway Blvd, Suite 326

Metairie, LA 70001

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Request for Proposals (RFP) #2021-025
EXHIBIT "B"	Submittal by Contractor dated, November 2, 2021

AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

BRC CONSTRUCTION GROUP, LLC

STATE OF LOUISIANA

PARISH OF ORLEANS

This AGREEMENT made and entered into this 29 day of March, 2022 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chief Executive Officer, Alex Wiggins and BRC Construction Group, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its President, Bryant Carter Sr. authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Proposals (RFP) No. 2021-025, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2021-025, as amended,) to solicit a contractor to provide Facility Maintenance and Construction Support Services; and

WHEREAS, Southern Strategy Group, a corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, November 2, 2021, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.
SCOPE OF SERVICES

Contractor shall provide Facility Maintenance & Construction Support Services in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all goods and services under this Agreement shall be delivered in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.
COMPENSATION

The RTA will compensate Contractor for the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$250,000.00 unless properly authorized.

IV.

TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect until the occurrence of one of the following events:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or.

B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V. TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article III, Federal Requirements, Paragraph 3.19, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority.

VI. INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the delivery of the goods called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VII. IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.

- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII.
OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the goods. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX.
MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

X.
APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

XI.
NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

- A. REGIONAL TRANSIT AUTHORITY
2817 Canal St.
New Orleans, Louisiana 70119

ATTN:

Gizelle Johnson-Banks
Chief Financial Officer

XII.
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Proposals (RFP 2021-025), as amended.

EXHIBIT "B" Submittal by Contractor dated, November 2, 2021.

XIII.
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2021-025.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2021-025, dated November 2, 2021.

XIV.
INSURANCE

To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA

Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Contractor Assurance

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal

Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Contract Termination

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith

efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day. All RTA contract awarded, vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

Access to Books and Records

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:



BY:

REGIONAL TRANSIT AUTHORITY



ALEX WIGGINS
CHIEF EXECUTIVE OFFICER

ATTEST:

BY:



Bryant Carter Sr.
PRESIDENT OF
BRC CONSTRUCTION GROUP, LLC

**Certification By Officer of
BRC CONSTRUCTION GROUP, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of BRC CONSTRUCTION GROUP, LLC on the date herein above shown.

Dated this 23 day of March, 2022.

Bryant Carter Sr.

Signature

President

Title

ACKNOWLEDGMENT

STATE OF LA
PARISH/COUNTY OF JEFFERSON

ON THIS 29 day of MARCH, 2022 before me, Bryant Carter Sr. appeared, to me personally known; who being by me duly sworn, did say that he is the President of BRC CONSTRUCTION GROUP,LLC and that this Agreement was signed on behalf of said Corporation by authority of its President, Bryant Carter Sr. by said appearer acknowledged said instrument to be the free act and deed of Bryant Carter Sr..

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.

AMailho
NOTARY PUBLIC IN AND FOR

PARISH (COUNTY), STATE

ANDRÉ E. MAILHO, ESC
Notary Public, Bar No. 28955
State of Louisiana
My Commission is Issued for Life

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 29th day of March, 2022 before me, appeared Alex Wiggins, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL # 10596

EXHIBIT A
Request For Proposals (RFP) No. 2021-025, as amended

EXHIBIT B
Submittal by Contractor



Request for Proposals (RFP) For Facility Maintenance & Construction Support Services

1.0 Introduction

Regional Transit Authority (RTA) is seeking proposals for Facility Maintenance & Construction Support Services (on call) as needed basis. The purpose of this Request for Proposal (RFP) is to select a qualified Contractor to repair RTA's physical structures locations listed below. The Contractor shall provide all services, materials, supplies, supervision, labor and equipment, except as specified as RTA-furnished, required to provide facilities support services at all listed locations in accordance with the specifications, terms and conditions contained herein and incorporated by reference. Services shall be performed in accordance with RTA Safety and Health Requirements and applicable Federal, State, and Local laws.

- I. Canal Compound: 2817 Canal Street, New Orleans, LA 70119
 - Building No.1 – Canal Adm/Office
 - Building No. 2 – Canal Vault/Fueling
 - Building No. 3 – Canal Bus Wash/Tire Repair
 - Building No. 4 – Canal Guard Shack
 - Building No. 5 – Streetcar Maintenance/Wash
 - Building No. 6 – Canal Main Substation
- II. Carrollton: 8201 Willow Street, New Orleans, LA 70118
 - Building No. 1 – Carrollton Streetcar Barn
- III. East New Orleans Compound: 3900 & 3901 Desire Parkway, New Orleans, LA 70126
 - Building No. 1 – ENO Guard Shack
 - Building No. 2 - ENO Adm/Office
 - Building No. 3 – ENO Maintenance
 - Building No. 4 – ENO Chassis Wash
 - Building No. 5 – ENO Bus Wash
 - Building No. 6 – ENO Vault/Fueling
- IV. Napoleon Compound: 419 Napoleon Ave, New Orleans, LA 70115
 - Building No. 1 – Napoleon Main
 - Building No. 2 – Napoleon Warehouse

2.0 Background

Federal environmental, safety and health regulations require that support services for Federal buildings and property be provided in a manner that ensures the safety and health of Federal employees and members of the public. This Statement of Work shall be the basis for determining and estimating all labor, manpower, materials and services necessary to provide general maintenance, and support services at RTA's Facilities.

2.1 Background Information/Location



Facilities support services will be provided at all listed or dispatched from RTA's Facility central command. Work under this contract will be performed at above listed locations (Buildings), transit stops, and other locations within RTA's physical structures as directed.

2.2 Physical Description

2.2.1 Real Property:

RTA properties, including all building, physical structures, and transit stops.

2.2.2 Building and Physical Structures:

Regional Transit Authority (RTA) has fifteen buildings and several other minor physical structures. Types of occupancy and usage include office buildings, warehouse, Mechanic Garages, storages, advertised and non-advertised shelters, benches, trash cans, poles and signs.

3.0 Scope

The Contractor's responsibility shall include all personnel planning, programming, incidental engineering, administration, management services, and supplies necessary to provide the services specified in this Performance Work Statement (PWS). The work shall be conducted in accordance with the contract and all applicable Federal, State and local laws, regulations, codes, or directives. The Contractor shall perform all related administration services necessary to perform the work, such as inventory reports, quality control, and maintenance of accurate and complete records, files, and libraries of documents to include Federal, State and local regulations, codes and laws. Tasks shall be performed in such a manner as to conform to the standards specified or referenced in this contract. The tasks to provide facilities support services under this contract fall into three basic categories:

3.1 Project (support) Location – The work shall be performed as listed locations and locations designated by note 1. The Following is an example of the dispersion of work at the various locations.

- a) General Maintenance
- b) Preventive Maintenance
- c) Inspection, Testing, and Certification of Equipment
- d) Repair Work
- e) Miscellaneous Construction Projects
- f) Emergency Management Responses
- g) Moving Services
- h) Control Inspection

3.2 Verification of Workload and Conditions – GC's are encouraged to visit the project site(s) during the site visit for GC's during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.

4.0 Management and Administration

4.1 Management, Administration, Definitions, and acronyms.



Frequency of Service

- Annual (A). Services performed once during each 12-month period of the contract.
- Biennial (B). Services performed once during each 24-month period of the contract.
- Daily (D1). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.
- Daily (D2). Services performed once each calendar day, seven days per week, including weekends and holidays.
- Monthly (M). Services performed 12 times during each 12-month period of the contract.
- Quarterly (Q). Services performed four times during each 12-month period of the contract.
- Semiannual (SA). Services performed twice during each 12-month period of the contract.
- Semimonthly (SM). Services performed 24 times during each 12-month period of the contract.
- Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.
- Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.
- Weekly (W). Services performed 52 times during each 12-month period of the contract.

4.2 Definitions and acronyms

4.2.1 Maintenance and Repair – The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.

4.2.2 Performance Assessment - A method used by RTA to provide some measure of control over the quality of purchased goods and services received.

4.2.3 Pre-Expended Bin Material and Supplies – The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sandpaper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.

4.2.4 Preventive Maintenance (PM) – The recurring day-to-day, periodic or scheduled work required to preserve or restore equipment to such a condition that it may be effectively utilized for its designated purpose. Preventive maintenance includes, but is not limited to, replacement of belts, filters, refrigerant, motor and compressor oil, paint, cleaning of coils and equipment, and minor adjustments.

4.2.5 PWS – Performance Work Statement

4.2.6 Quality Control – A method used by the Contractor to control the quality of goods and services produced.



4.2.7 Response Time – The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.

4.2.8 Observed Federal Holidays – RTA observes the following holidays: New Year’s Day, Martin Luther King Jr.’s Birthday, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day and New Year’s Eve.

4.2.9 Training for Maintenance and Operation of New and Replacement Systems and Equipment – When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend RTA provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to RTA.

4.2.10 Permits and Licenses – The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of permits and licenses.

4.2.11 Insurance – The Contractor shall submit a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below.

4.2.12 Minimum Insurance Amounts - To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

Worker’s Compensation Insurance as required by applicable Louisiana Law.

Vehicle Liability Insurance in the amount of \$1,000,000.00.

General Liability Insurance in the amount of \$1,000,000.00.

4.2.13 Protection of RTA Property – During execution of the work, the Contractor shall protect RTA property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to RTA.

4.2.14 Labeling of Equipment – The contractor shall be responsible for maintaining or creating new labels for equipment outlined to be maintained as part of this contract. This label shall be consistent with the other equipment within the facility (IE: Air handling units, AHU). The contractor shall identify the equipment with a number if there are multiple pieces of inventory. An example, If the inventory calls out 3 chilled water pumps, but when in the field the contractor finds that they are not uniquely labeled the contractor shall identify each one, CW pump 1, CW pump 2 and CW pump 3, but following the established naming convention. The contractor is also responsible for replacing labels on equipment if they are replaced or damaged.



4.2.15 Service Interruptions - If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the RTA Facility Staff, within five working days prior to the interruption. If the discontinued service is due to an emergency breakdown the Contractor shall notify the RTA Facility Staff as soon as practicable.

4.2.16 Passes and badges - All Contractor employees shall obtain employee and vehicle passes as required by the RTA's Physical Security & Emergency Management Department. RTA Physical Security & Emergency Management Department will issue badges without charge. Each employee shall wear the RTA issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within 10 calendar days.

4.2.17 Access to Installation - All Contractor personnel shall obtain access to the installation by obtaining passes each day from RTA's Physical Security and Emergency Management Identification Office. Passes will be furnished without charge. Contractor personnel may be subject to daily mandatory vehicle inspection and will have limited access to the installation. RTA's Physical Security and Emergency Management will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections.

4.2.18 Access to Buildings - The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with RTA's Physical security requirements. Contractor shall consent to a search of all persons and equipment prior to entering and exiting restricted spaces as deemed necessary by RTA personnel. Personnel with access to special areas will have the appropriate screening and/or RTA's clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-operational hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.

5.0 Facility Investment

5.1 General Information - The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for Regional Transit Authority (RTA).

5.2 Concept of Operation - The intent of Facility Investment is to specify the requirements for the Sustainment, Restoration and Modernization (SRM) sub-functions only. The SRM requirements within this sub-annex primarily consist of infrastructure sustainment, restoration, and modernization work. Sustainment is the inspection, maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consist of major rehabilitation and capital improvements that is accomplished through other RTA programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of sustainment.

The Contractor shall perform maintenance, repair, alteration, demolition and minor construction for the following:



Building and Structures

- Interior and exterior finishes
- Roofing
- Foundation
- Structural Components
- Tanks (Underground & Above Ground)
- Petroleum, Oil and Lubricants (POL) System Storage & distribution

Building Systems

- HVAC
- Fire Protection
- Intrusion Detection Systems (Card Readers)
- Boilers (excluding Central Utility Plant Boilers)
- Compressed Air Systems
- Potable Water (including backflow prevention devices if applicable)
- Storm Water & Wastewater (if applicable)
- Electrical
- Lightning Arrestors and Grounding Devices
- Auxiliary Generator Systems (including emergency and portable generators)
- Uninterruptible Power Systems (UPS)
- Grease Traps
- Weight Handling Equipment (WHE)

Miscellaneous

- Signs
- Fences
- Locksmith (Keys & Card Readers)
- Drainage
- Monuments
- Flag Poles
- Unpaved Roads (gravel roads)

5.3 Facility Investment – Definitions and Acronyms

- **Control Inspection** - A scheduled examination of facilities conducted to identify and report deficiencies requiring correction now or in the foreseeable future.
- **Fire Alarm Reporting System** - Connects the Facility fire alarm control panel(s) to a constantly attended location staffed with qualified operators for the receipt and processing of emergency communications.
- **HVAC** – Heating, Ventilation, and Air Conditioning
- **Preventive Maintenance (PM)** - PM consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement (such as filters, batteries, belts, hoses, fluids, oil and grease) as required to verify proper system operation;



minimize malfunction, breakdown, and deterioration of systems and equipment; and maximize useful life.

- **Service Call** - Service calls are classified as emergency or routine work requests. Service calls are called into the work reception center by building occupants or generated by designated RTA Representative or Contractor representatives; are brief in scope; and do not reasonably require detailed job planning. Multiple maintenance, repair, and minor construction requirements received for the same trade in the same building or structure at the same time will be combined into one service call as long as the service call threshold is not exceeded.
- **Routine Service Call** - Service calls that are not an emergency in nature and are to be completed at the next PM planned visit, but within 60 days of contractor notification.
- **Repair** - The restoration of facilities or equipment to such a condition that it may be effectively utilized for its designated purposes by overhaul, reconstruction, or replacement of constituent parts or materials which have deteriorated by action of the elements or usage, and which have not been corrected through maintenance. This term also applies to replacement of the entire unit or system if beyond economical repair. The intent of repair is to have the equipment at normal working condition.
- **Replacement** - A distinct work element, is confined to a program of planned replacement of a facility or its components. It may be further limited to major components such as air conditioning compressors, furnaces or hot water heaters. Replacement is performed when the equipment has reached the end of its useful life; when it no longer can perform due to degradation of its internal components and repair is no longer cost effective. Included under the replacement would be the major rebuilding of any component since rebuilding also restores performance.
- **Restoration** - Restoration of real property to such a condition that it can be used for its intended purpose. Includes repair or replacement work to restore facilities damaged by inadequate sustainment, excessive age, natural disaster, fire, accident or other causes.
- **Sustainment** - Maintenance and repair activities necessary to keep a typical inventory of facilities in as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities. "normal working condition". Sustainment includes regularly scheduled maintenance as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities.
- **SRM** - Sustainment, Restoration, and Modernization
- **Weight Handling Equipment (WHE)** - Weight handling equipment consists of cranes (e.g., portal cranes, jib cranes), rigging gear (e.g., slings, shackles), and associated equipment (e.g., portable hoists, dynamometers). For purposes of this technical sub-annex, WHE does not include mobile or transportable truck, crawler, and railway mounted locomotive cranes.
- **Historical Preservation** - Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state, and local historical policies and regulations.

7.0 Service Requirements

Contractor will treat RTA as a priority client, and pledge to provide priority, timely services; equipment and supplies in response to a disaster or catastrophic event, and at agreed-to locked-in unit pricing.



Contractor shall perform all Remediation Services on an open work-order basis as requested services are received for the term of this awarded contract.

Contractor shall have a 24-hour emergency response number, with a guaranteed two (2) hour response to make contact and provide a preliminary assessment of the services required. After the preliminary assessment is made and the specific scope items and quantities identified and agreed upon, the Contractor must be fully mobilized and onsite with 24 hours.

In the event of non-response from the contractor within the required two (2) hour response timeframe, RTA reserves the right to contract services to the next lowest bidder in this selection process. More than one contractor may be selected as part of this selection process, however, in the event that more than one property is damaged by the event, work will be assigned to contractors in order of selection score and within the operational capacity of the selected firm.

Contractor shall perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of RTA. Contractor shall use its best efforts to cooperate and coordinate with RTA's personnel and other contractors who may be providing contemporaneous services.

In association with these services, Contractor must prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws.

RTA will only pay the unit rates as listed on the Proposer's Cost Proposal. The specific work order scope will be determined by the owner at the pre-remediation conference, to be held prior to any work beginning. The proposed quantities for each scope item in the cost proposal will be the responsibility of the remediation contractor and will be verified with the owner to establish the overall cost of the work order prior to work beginning.

Contractor must provide a cost reasonableness demonstration for any change order work for scope not include in the contracted unit costs and must meet Federal Transit Authority FTA, FEMA, and other Federal Disaster Recovery Fund requirements and should be based on RS Means or historical data.

At the completion of work order, Contractor must provide RTA with a comprehensive final report with detailed information that summarizes all completed services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements to maximize payment of claims and reimbursement of expenses.

Contractor shall directly furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this attachment or any additional services proposed by the contractor. All billing will be solely between RTA and the Contractor.

Contractor to provide documentary and photographic documentation of all damages prior to beginning the scope of work. This is to include, but is not limited to, all interior/exterior finishes, furnishings, interior/exterior of millwork, interior of furniture, and IT equipment within the scope of work.



8.0 Review, Approval, and Payment of Services

RTA reserves the right to accept or reject any and all proposals. RTA also reserves the right to waive any informality or irregularity in any proposals. Additionally, RTA may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. RTA shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of a proposal. RTA reserves the right to negotiate project deliverables and associated costs.

All services performed by contractor under this agreement shall be subject to the review and approval of the Contract Coordinator:

The Contract Coordinator shall decide all questions that may arise as to Contractor's obligations hereunder.

RTA will pay all rates as submitted by the contractor in the Cost Schedule.

RTA will only pay the rates as listed on the Proposer's Cost Proposal (or their Standard Cost Schedule if the item in question is not part of the Remediation Services Cost Proposal). Thus, if the Contractor should rent or sub-contract any items listed on the cost proposal to perform the services, RTA will not be responsible for any difference in the rental rate and prices quoted in the cost schedules.

9.0 EVALUATION CRITERIA

Administrative Evaluation

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFQ.

Technical Evaluation Criteria

Interested firms are encouraged to provide a high-quality narrative that compellingly articulates the firm's qualifications. Qualifications statements must be complete and concise and must be formatted in manner that clearly identifies and addresses each element of the evaluation criteria as detailed below. These criteria will be used by the Technical Committee evaluating the submissions.

1. Overall Qualifications (20) – Capability, professional competence and relevant experience. - Maximum Score 20 points.

- a) Please provide a summary of the firm's professional competence to include the number of years in business, staff size, and relevant expertise and experience.
- b) Please provide a brief description of the products/services the firm provides.
- c) Please provide a brief description of recent and relevant projects. The listing of recent and relevant projects should include the type of work performed, the products developed and/or services delivered to the client, and the duration of the project.

2. Technical Qualifications (20) – Experience, expertise and technical capability. - Maximum Score 20 points.

- a) Please provide a resume for all members of the firm that will be a part of the project team. The resumes should include educational background, professional licensure or certification, and years of



experience. The resumes should detail the experience and qualification of the project team relative to the scope of work.

- b) Briefly describe any additional technical capabilities (i.e. software, proprietary systems, publications, etc.) that add value to the project.

3. References (5) – Maximum Score 5 points.

Provide a list of references for recent and relevant projects. References should include the project name, name and address of the project owner (customer), and a contact name, telephone number and e-mail if available.

4. Small Business Enterprise (SBE) or DBE Capacity Building (20) - Maximum Score 20 Points

For a small business limited competition, all certified SBEs that have the capacity to perform the scope but have never done business with the agency, the RTA's small business policy allows 8 capacity-building points to level the playing field and better ensure diverse participation in the economic opportunity the agency affords. All qualified SBEs that have never done business with the agency are eligible to receive these points.

5. Accessibility (5) – Availability, roles and responsibilities of the firm's staff - Maximum Score 5 points.

- a) Please provide a listing of the firm's current workload to include the project name, project owner and project start and end dates.
- b) Please provide a detailed description of the roles and responsibilities of the project team members relative to the scope of work and the overall management of the project.
- c) Please provide a detailed description of the availability of the project staff relative to the role and responsibility of the staff member (i.e. part-time, on call, weekly monitoring, etc.)
- d) Please provide an organizational chart for the project team.

6. Responsiveness to the Agency's Needs (10) - Maximum Score 10 points.

- a) List the main deliverables of the scope of work provided and provide a detailed description of the firm's experience and/or expertise in meeting the agency's stated need and/or providing the stated deliverables.
- b) Briefly describe any innovative approaches that the firm will employ in responding to the scope of work.
- c) Provide any additional information or description of resources supporting the firm's capability to meet the needs defined in the project scope.

7. Financial Proposal (20) – Maximum Score 20 points

Each Respondent shall complete and submit Attachment A. The unit cost shall be for the term of the contract and shall include delivery of all services.

The cost evaluation will be based upon the total cost proposed by the Proposers. The Proposer with the lowest total estimated cost will receive a score of 20 points for the Financial Proposal category. The remaining Proposers will receive a score based upon the following formula:

- $CS = (LPC/PC \times 20 \text{ points})$
- CS = Compared cost score for proposers



- LPC = Lowest proposed cost for all proposers
- PC= Proposer's cost