



CONTRACT FOR THIRD PARTY ADMINISTRATOR FOR
AUTOMOBILE AND GENERAL LIABILITY CLAIMS

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

HAMMERMAN & GAINER, INC.
1340 Poydras Street, Suite 2000
New Orleans, LA 70112

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 Requests for Proposals (RFP) #2017-037
EXHIBIT "B"	Submittal by Contractor dated, September 28, 2017.
EXHIBIT "C"	"Best and Final" offer dated, September 28, 2017.

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
HAMMERMAN & GAINER, INC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 28th day of FEBRUARY, 2018 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 Chairwoman of the Board of Commissioners, Sharonda R. Williams and HAMMERMAN & GAINER, INC. (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Vice President, Vanessa James 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. 2017-037, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2017-037, as amended,) to solicit a third party administrator for automobile and general liability claims; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal

dated, September 28, 2017 and Contractor also submitted a "Best and Final" offer dated, September 28, 2017, 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 serve as the third party administrator for automobile and general liability claims in accordance with the terms and conditions set forth in Exhibit "A", Exhibit "B", and Exhibit "C" Contractor agrees that all work under this Agreement shall be performed 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 services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall be \$198,000 annually for three (3) years and shall not exceed \$594,000.00 unless properly authorized.

**IV.
TERM OF AGREEMENT**

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of three (3) years with an option to renew for an additional two (2) years or until the occurrence of one of the following events, whichever occurs first:

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 II, General Provisions, Paragraph 2.6, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

**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 performance of the services 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 work. 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: **JUSTIN AUGUSTINE**
Vice President-Transdev
In Service to the RTA

ATTN:

B. **Caroline Register**
Director of Procurement-Transdev

**XII.
DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Proposals (RFP 2017-037), as amended.

EXHIBIT "B" Submittal by Contractor dated, September 28, 2017,

EXHIBIT "C" "Best and Final" offer dated, September 28, 2017,

**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. 2017-037.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2017-037, dated September 28, 2017.

Exhibit "C" Contractor's "Best and Final" offer, dated September 28, 2017.

XIV. INSURANCE

To protect RTA and Transdev 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 when required.

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).

Non-Discrimination

The Contractor shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in the performance 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, especially DBE firms, 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.

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.



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.


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

ATTEST:


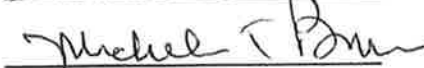



BY:


REGIONAL TRANSIT AUTHORITY


SHARONDA R. WILLIAMS
CHAIRWOMAN OF THE BOARD
OF COMMISSIONERS

ATTEST:

BY:


Vanessa James
AUTHORIZED OFFICER OF
HAMMERMAN & GAINER, INC.

**Certification By Officer of
HAMMERMAN & GAINER, INC.**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of HAMMERMAN & GAINER, INC. on the date herein above shown.

Dated this 28th day of February 2018.



Signature

Vice President

Title

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 28th day of FEBRUARY, 2018 before me, Vanessa James appeared, to me personally known; who being by me duly sworn, did say that she is the Vice President of HAMMERMAN & GAINER, INC and that this Agreement was signed on behalf of said Corporation by authority of its Vice President, Vanessa James by said appearer acknowledged said instrument to be the free act and deed of Vanessa James..

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

Sarah Campbell

NOTARY PUBLIC IN AND FOR

ORLEANS PARISH, LOUISIANA

PARISH (COUNTY), STATE



ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 28th day of February 2018 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board 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 #

10586

New Orleans Regional Transit Authority 2017 Pricing Schedule Option 2

Hammerman & Gainer, Inc. proposes the following flat annual fee to provide claims adjusting and administration services to the New Orleans Regional Transit Authority for Automobile and General Liability Claims.

Fees:

\$198,000.00* annually to be paid in twelve (12) monthly installments.

*The above annual administration includes the following services:

- New Claim Setups
- Monthly/Quarterly Loss Runs
- Loss Run Submissions to Carriers
- Loss Payment Fund Management
- State/OSHA Reporting
- Audit Requests/Reports
- MMSEA Section 111 Database & Reporting
- Litigation Management/Tracking
- Onsite Investigations/Field Assignments
- Excess Carrier Reporting
- RTA Meetings upon request
- Account Management

*See below list of typical allocated claim loss expenses not included in the above rates.

HGI List of Claim Allocated Loss Expenses

Except as provided above, those expenses arising out of or connected with the handling and disposition of Claims by SERVICE COMPANY, including but not limited to:

1. Fees and/or disbursements of attorneys for Claims in suit and for representation at hearings or pretrial conferences;
2. Fees of court reporters for services or transcripts;
3. Fees for stenographic services or transcripts;
4. All court costs, court fees, and court expenses;
5. Printing costs related to trials, hearings, or appeals;
6. Interest paid as a result of litigation;
7. Fees for service of process;
8. Cost of appeal bonds;
9. Costs of private investigation or detective services;
10. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams, surveys, analysis, or reports;
11. Costs for employing experts for advice, opinions or testimony concerning Claims under investigation or in litigation;
12. Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of CLIENT'S liability including any reasonable and necessary travel expenses of claimant;

13. Costs of legal transcripts of testimony taken at coroner's inquests, criminal, or civil proceedings;
14. Costs for copies of any public records and/or medical records or reports;
15. Costs of depositions and court reported and/or recorded statements;
16. Costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes;
17. Witness fees and travel expenses;
18. Fees for subrogation pursuit or any other types of reimbursement requests;
19. Costs of appraisal fees and expenses;
20. Services performed outside SERVICE COMPANY'S normal geographic regions;
21. Costs of photographers and photocopy vendor services;
22. Any other services performed by SERVICE COMPANY at CLIENT'S request;
23. Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a Claim or loss or for the protection or perfection of the subrogation rights of CLIENT.