



CONTRACT TO PROVIDE AUDIT & FINANCIAL OVERSIGHT

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

CARR, RIGGS, & INGRAM, LLC
111 Veterans Blvd., Suite 350
Metairie LA, 70005

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 Quote (RFQ) #2019-021
EXHIBIT "B"	Bid Submittal by Contractor dated, August 21, 2019.
EXHIBIT "C"	FTA Clauses

AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

CARR, RIGGS, & INGRAM, LLC

STATE OF LOUISIANA

PARISH OF ORLEANS

This AGREEMENT made and entered into this 27th day of January, 2020 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 Chairman of the Board of Commissioners, Flozell Daniels and Carr, Riggs, & Ingram, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its CPA Partner Becky Hammond 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 Quote (RFQ) No. 2019-021, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFQ No. 2019-021, as amended,) to solicit a contractor to provide Audit & Financial Oversight Services; and

WHEREAS, Carr, Riggs, & Ingram, LLC a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B",

Contractor's Bid Submittal dated, August 21, 2019, 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 RTA with Audit & Financial Oversight Services, in accordance with the terms and conditions set forth in Exhibit "A", Exhibit "B", and Exhibit "C". 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 to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$710,600.00 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 all items have been delivered or until the occurrence of one of the following events, occurs:

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 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 RTA operating funds. The RTA is a recipient of grant funds 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:

Mark Major
Chief Financial Officer-RTA

XII.
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Quote (RFQ 2019-021), as amended.
EXHIBIT "B" Bid Submittal by Contractor dated, August 21, 2019.
EXHIBIT "C" FTA Clauses

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 RFQ No. 2019-021.
Exhibit "B" Contractor's Bid submittal in response to RTA's RFQ No. 2019-021,
dated August 21, 2019.
Exhibit "C" FTA Clauses

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

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 30%. A DBE goal of 28.44% was established for this project.

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant

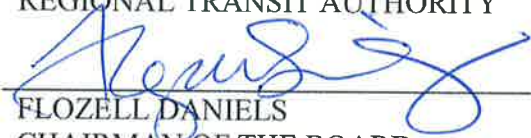
to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability. **As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.**

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

ATTEST:


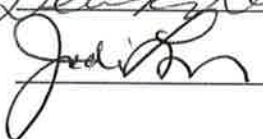
BY:

REGIONAL TRANSIT AUTHORITY



FLOZELL DANIELS
CHAIRMAN OF THE BOARD
OF COMMISSIONERS

ATTEST:

 Denise Robinson
 Judith Lane
BY:


REBECCA HAMMOND
AUTHORIZED OFFICER OF
CARR, RIGGS, & INGRAM, LLC

**Certification by Officer of
CARR, RIGGS, & INGRAM, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of CARR, RIGGS, & INGRAM, LLC, on the date herein above shown.

Dated this 27th day of January, 2020.


Signature

Partner
Title

ACKNOWLEDGMENT

STATE OF LA

PARISH/COUNTY OF Jefferson

ON THIS 27 day of Jan, 2020 before me, Rebecca Hammond appeared, to me personally known; who being by me duly sworn, did say that she is the CPA PARTNER of CARR, RIGGS, & INGRAM, LLC and that this Agreement was signed on behalf of said Corporation by authority of its CPA PARTNER, Rebecca Hammond by said appearer acknowledged said instrument to be the free act and deed of Rebecca Hammond.

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

Kathleen R. Oldendorf
NOTARY PUBLIC IN AND FOR

PARISH (COUNTY), STATE

Kathleen R Oldendorf
Notary Public #83772
Commission Expires at Death
Parish of Orleans, LA