



CONTRACT TO REPAIR THE BROKEN SEWER LINES

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

The McPherson Companies Inc  
5051 Cardinal Street  
Trussville, AL 35173

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 Invitation For Bids (IFB) #2021-001
EXHIBIT "B"	Bid Submitted by Contractor dated, March 25, 2021

AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

THE MCPHERSON COMPANIES INC

STATE OF LOUISIANA

PARISH OF ORLEANS

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 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 The McPherson Companies Inc (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Regional Sales Manager, Larry Mann 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 Invitation For Bids (IFB) No. 2021-001, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA IFB No. 2021-001, as amended,) to solicit a contractor to provide maintenance fluids and lubes for RTAs transportation vehicles; and

WHEREAS, The McPherson Companies Inc, a Corporation, submitted a bid response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit

“B”, Contractor’s Bid Submittal dated, March 25, 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 maintenance fluids and lubes for RTAs transportation vehicles 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 \$650,292.00 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 up to two years or 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 Invitation For Bids (IFB 2021-001), as amended.

EXHIBIT "B" Bid Submittal by Contractor dated, March 25, 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 IFB No. 2021-001.

Exhibit "B" Contractor's Bid submittal in response to RTA's IFB No. 2021-001, dated March 25, 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:

REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
FLOZELL DANIELS  
CHAIRMAN OF THE BOARD OF  
COMMISSIONERS

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
\_\_\_\_\_  
AUTHORIZED OFFICER OF  
THE MCPHERSON COMPANIES INC

**Certification By Officer of  
THE MCPHERSON COMPANIES INC**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of THE MCPHERSON COMPANIES INC on the date herein above shown.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2021 before me, Larry Mann appeared, to me personally known; who being by me duly sworn, did say that he is the Regional Sales Manager of THE MCPHERSON COMPANIES INC and that this Agreement was signed on behalf of said Corporation by authority of its Regional Sales Manager, Larry Mann by said appearer acknowledged said instrument to be the free act and deed of Larry Mann.

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

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

\_\_\_\_\_  
PARISH (COUNTY), STATE

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2021 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners 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.

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NOTARY PUBLIC IN AND FOR  
ORLEANS PARISH, LOUISIANA

EXHIBIT A  
Invitation For Bids (IFB) No. 2021-001, as amended



EXHIBIT B  
Bid Submittal by Contractor