2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Finance Committee

Meeting Agenda - Final

Thursday, June 10, 2021 | **11:00 AM** | **RTA Board Room**

The New Orleans Regional Transit Authority does hereby certify that it is unable to hold a committee meeting under regular quorum requirements due to COVID-19. On authority of the Governor under Section 2 of Proclamation Number 84 JBE 2020, the next committee meeting will be held via telephone and/or video conference on Thursday, June 10, 2021 at 11:00 am. All efforts will be made to provide for observation and input by members of the public.

1. Call To Order

2. Roll Call

3. Consideration of Meeting Minutes

[Finance Committee Minutes - May 13, 2021] **21-091**

4. Committee Chairman's Report

5. Chief Executive Officer's Report

6. Chief Financial Officer's Report (April Financial Statements)

[April Financials] **21-094**

7. Infrastructure & Planning Report

June Capital Projects Report

8. DBE Report

9. Procurements

9a. Egle' Janitorial On-Site COVID Cleaning **21-063**

9b. NEOGOV Change Order **21-079**

9c.	General Bus Parts	**21-081**
9d.	On-Call Architectural/Engineering Services - Small Business Enterprise	**21-083**
9e.	ENO Maintenance Building - Exterior Envelope Repair	**21-084**
9f.	Canal Street Ferry Terminal Project Amendment Request to Woodward-APC's Contract	**21-086**
9g.	Canal Street Ferry Terminal Project Amendment Requesting Woodward-APC's Contract	**21-087**
9h.	Cintas Uniforms	**21-088**
9i.	CY 2020 Single Audit Acceptance	**21-089**
9j.	CY 2020 Financial Audit Acceptance	**21-090**

10. New Business

11. Audience Questions & Comments

12. Adjournment

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New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-091 **Board of Commissioners**

[Finance Committee Minutes - May 13, 2021]

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New Orleans, LA 70119

New Orleans Regional Transit Authority

Finance Committee

Meeting Minutes

Thursday, May 13, 2021	11:00 AM	RTA Board Room

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1. Call To Order

2. Roll Call

3. Consideration of Meeting Minutes

approved

[Finance Committee Minutes - April 8, 2021] **21-070**

Commissioner Wegner moved and Commissioner Walton seconded to approve the minutes of April 8, 2021. The motion was approved unanimously.

4. Committee Chairman's Report

No Recording.

5. Chief Executive Officer's Report

Alex Wiggins reported that regarding the Colonial Pipeline Cyber Attack the service along the pipeline was restored and the RTA had no disruption to its fuel service and currently the RTA was going through its own Cyber Security Audit.

Alex Wiggins reported that the Return To Service Plan would include a Temporary Fare Reduction Plan - for 6 months to lower the pass prices, eliminate transfer fees and reduce the prices of the express fares. These actions should bring more riders to the system.

Alex Wiggins reported that the RTA was going to host the 13th Annual Virtual ADA Hurricane

Preparedness Meeting on May 18, 2021 via zoom.

Alex Wiggins reported that the APTA Rail Conference and the UITP Conference was merged and he was asked to speak at the conference regarding transit Return to Services post COVID-19.

Alex Wiggins reported that the APTA Legislative Conference was held via zoom on May 18-19, 2021.

Alex Wiggins reported that the RTA revealed the New Buses and this new design will help the RTA keep the buses cleaner.

6. Service Restoration/Phased New Links Implementation

Vivek Shah reported that the RTA plan to return to full service on June 20, 2021, improve On-Time Performance, provide service up and down Canal Street by July 1, 2021 and the asphalt on the St. Charles Streetcar Line will be replaced with cement and because of the project the streetcar was going to stop at Howard Avenue and a bus bridge will be put in place of the streetcars. The Canal Street Streetcar/Cemeteries Line will service the UPT Line and the Canal Street Streetcar/City Park Line will continue to the River.

Vivek Shah reported that New Links Implementation was going to start with the St. Charles Streetcar Line - Right-sizing service during off-peak times based on ridership. The St. Claude peak service was going to be every 15 minutes overnight and service would run every 30 minutes and this schedule was going to remain for the week. The Jackson-Esplanade will increase to 20 minutes and weekend peak service would run every 30 minutes.

Vivek Shah reported running this service for half of the year the original baseline budget increased to $5.2 Million.

Dwight Norton reported that the Title VI review of the New Links recommendations consisted of - FTA approve of disparate impact analysis, identify interdependencies of network changes, stops and shelters - relocation requirements and infrastructure build out, detailed operational review of new routes and turns, detailed scheduling and new picks, new printed and electronic maps and schedule materials and communications and outreach planning.

Dwight Norton reported that in the Fall 2021 - small route service adjustments would take place. In the Winter of 2022 major route adjustments would take place and in the Spring of 2022 the remaining recommendations will take place.

Commissioner Raymond stated that this was a great presentation and seeing the cost savings reinvested into the service expansion.

7. RTA Ridership Incentives

Chase Haislip reported that the Fare Structure Adjustment Goals was a way to Simplify the Fare Structure, Introduce Youth and Senior to the transit system passes and reduce the Monthly Pass Cost. Currently the RTA was not engaging the passengers at the monthly pass level and by introducing the youth and senior passes these two core demographics can offer an opportunity to be long term partners with the RTA.

Chase Haislip reported that a very intensive peer study was conducted, the peers were determined based on ridership and demographic information on their passengers. The study tried to understand how many fare products the peers were offering, what the fare structure looked like, what is the cost of the monthly passes and what the peers were doing for reduction of cost during the COVID-19.

Chase Haislip reported that staff has done a base case for the RTA's existing fare structure and the changes that staff was proposing for single fare rides for buses and streetcars was eliminating the up charge for a single ride. The RTA currently charge .25 cents for transfers and charge .25 cents up charge for express service, adjustments can be made that give relief to the passengers by eliminating those up charges so a single ride was going to be $1.25 whether you need a transfer or if riders choose to use an express bus.

Chase Haislip reported that the RTA was looking to introduce a new product under the single fare rides which was the single ride youth ticket that was going to be .50 cents. The RTA was going to introduce the RTA Jazzy Pass that would be usable on all modes of transportation such as the buses, streetcars and ferries. The one-day Jazzy Pass will continue to be $1.00 respectively for the youths and the .80 cents for seniors. Staff was looking at eliminating the three-day and five-day passes but change the five-day pass to a seven-day pass.

Alex Wiggins reported that the RTA needs to right-size the pricing of the streetcar rides and this would be an opportunity to generate some additional revenue.

Chase Haislip reported that the monthly pass would go from $55.00 to $45.00 and the senior and youth passes would be priced at $14.00 and $18.00 respectively.

Chase Haislip reported that over the years the RTA fare revenues was between $17 to $18 Million and due to COVID-19 the RTA passenger fares went to $7 Million and during the CY 2021 the RTA can anticipate $8 Million in passenger fares if the RTA does not return to full service.

8. Chief Financial Officer's Report (March Financial Statements)

Gizelle Banks reported that the Ridership - The actual March ridership of 632K underperformed the budget by 10% or 179k passengers but exceeded February's total by an impressive 38.7%. March 2020 results signaled the beginning of the downward trend in ridership due to the pandemic as the graph illustrates.

Gizelle Banks reported that the Operating Cost Per Unlinked Passenger Trip 2021 vs. 2019 (Pre COVID) - For the first time this year, the cost per passenger trip is less than pre-COVID

levels. This can be attributed to the increase in ridership and the decrease in expenses when compared to the prior two months.

Gizelle Banks reported that the Ferry - Operating Cost Per Unlinked Passenger Trip 2021 vs. 2019 (Pre-COVID) - The ferry operations have also experienced significantly higher operating costs per passenger trip since the onset of the pandemic. While this metric is not at pre-COVID levels, March marked the most notable decrease in cost so far this year.

Gizelle Banks reported that the Farebox Recover Rates 2021 vs. 2019 (Pre-COVID) - With dramatically fewer passenger boardings because of the pandemic, fare revenue continues to offset a significantly lower percentage of operating expenses. In March, however, the farebox recovery rate rebounded from the slump in February, doubling the results to over 10%.

Gizelle Banks reported that the Ferry-Farebox Recover Rates 2021 vs. 2019 (Pre-COVID) - The ferry ridership has dropped drastically because of the pandemic, causing fare revenue to offset a significantly lower percentage of operating expenses. There was, however, some improvement in this area for the month of March, with over a 5% increase from February's results.

Gizelle Banks reported that the Operating Revenues (Budget, Actual & Prior Year) - The adverse impact of the COVID-19 pandemic on Operating Revenues is reflected in the March 2020-to-current year comparisons. Passenger Fares continue to fall short of projections. CNO sales tax collections through March have been received, exceeding expectations for the first quarter by $1.7m or 11.9%.

Gizelle Banks reported that the Operating Revenues (Actual) - Of the $6.5m in Operating Revenues, 76% or $4.9m is derived from General Use Sales Taxes.

Commissioner Raymond asked staff to add the CY2019 Budget to the charts.

Gizelle Banks reported that the Operating Expenses - The Labor and Fringe Benefits, the largest expenditure of $6.5M comprised 72% of this month's actual expenses. Staff continues its post-transition payroll analysis and true-up. The contrast in 2020 and current year results for Labor and Fringe Benefits and Services is directly related to the transition from the O & M contractual arrangement with Transdev to 100% in-house operations.

Gizelle Banks reported that the Net Revenue Before and After Government Assistance) - The Net Revenue (Before Government Assistance) is ($300k) for the month of March, much more favorable than the previous month. After applying the month's $1.2m in Government Operating Assistance, Net Revenue ended with a $900k positive variance.

Gizelle Banks reported that the Capital Expenditures and Debt Services As result of the bond refinancing in September 2020, Debt Service was dramatically reduced by $658k from prior year actuals for the month and by $1.9m year-to-date.

Gizelle Banks reported that the Operating Reserve - The positive variance that resulted from Net Revenue (After Government Assistance) added $330k to Restricted Operating/Capital Reserve after accounting for the payment of $576k in Debt Service.

Gizelle Banks reported that the Maritime Operations - Passenger fare revenue for ferry operations increased by over 300% for the month of March when compared to the same period in 2020. This is a result of having full ferry operations this year as well as signaling a bit of recovery, since the pandemic began. In contrast, March 2021 operating expenses outpaced those from the prior year by 29% primarily due to the newly negotiated contract with Labmar.

Gizelle Banks reported that the Total Revenue for the month was $10.5 Million and the Total Usages was $10.2 Million which reflected a $300,000 positive variance and the revenue was trending about $500,000 more than the budget amounts.

9. Infrastructure & Planning Report

9a. May Capital Projects Report **21-065**

Dwight Norton reported that the Shelter Program was currently under Phase 2 and staff was investigating the feasibility of installing shelters at Duncan Plaza.

Dwight Norton reported that the Canal Street Ferry Terminal Project was underway and the contractor was working to complete the demolition of the terminal and will begin the test pile program. The temporary Berthing base was delivered to the C&C's yard. The project is scheduled to be completed by the end of next year.

Dwight Norton reported that the Riverfront Streetcar Line Track Install and Poles Painting - The Riverfront Line Phase 2 will begin in July and this project should only last a couple of months.

Dwight Norton reported that the Repair of the Broken Sewer Lines at Randolph Facility - A kickoff meeting was held on May 4, 2021 and the work was going to start on May 24, 2021and the project should take 110 days to complete.

Dwight Norton reported that the ENO Exterior Envelope Repair for Maintenance - The Procurement Department sent a letter to the low bidder to respond to the SBE requirements in the contract and staff anticipate the Board approving this project at the July Meeting and the start date for this project was August, 2021.

Dwight Norton reported that the Recovery from Hard Rock Hotel Collapse Canal Streetcar Line - Staff advertised the project on April 30, 2021 and solicited for a contractor to repair the Canal Streetcar Line and staff was looking into restoring the Canal Street Streetcars and have them back into service by July.

Dwight Norton reported that the Algiers Ferry Terminal Rehabilitation and Modernization - Staff was revising the scope of the grant per the guidance of FTA.

Dwight Norton reported that the Napoleon Facility Rehabilitation - This is a

stabilization project of the building and staff has received approval from SHPO and FTA and the Notice to Proceed will be issued in September.

Dwight Norton reported that Lower Algiers Car Ferry Landing Barge Environmental Assessment - The Environmental Assessment should be completed by next month.

Dwight Norton reported that the St. Charles Streetcar Line: Downtown Loop Pavement Replacement Project - This project was to replace the deteriorated asphalt with concrete pavement along the entirety of the St. Charles Streetcar Line Downtown Loop. The project should take 5 to 6 months to complete.

Alex Wiggins reported that the work will be done in phases and the RTA was not going to burden the business owners with negative impacts from the construction.

Dwight Norton reported that the Recovery from the Hard Rock Hotel Collapse Rampart Streetcar Line - AECOM completed the final inspections on April 21, 2021 and provided the RTA with a schedule to complete the Rampart Streetcar Line. AECOM has also provided a Scope of Work to purchase new OCS Poles and staff was working with the Finance Department on funding for the purchase of the poles and staff was going to solicit a vendor to fabricate the replacement of the OCS Poles.

Dwight Norton reported that the St. Charles Streetcar Line: Carrollton Double Crossover - The Site Survey has been completed and Infinity submitted the 60% installation package in early May.

Dwight Norton reported that the Installation for New Non-Advertising bus Shelters - The RTA has self-generated funds to install 16 new non-advertising locations for bus shelters. Staff has identified 42 possibilities locations that meets the shelters criteria and in compliance for the installation. The RTA riders will be engaged in this process.

Dwight Norton reported that the State DOTD 5339 awarded the RTA $1.3 Million for non-revenue fleet replacement of vehicles and the Low-No Emission: 5339 Grant had a pool of $180 Million.

Dwight Norton reported that the grants that the RTA was currently pursuing was Katrina/Rita Disaster CDBG and FEMA.

Commissioner Daniels welcomed Dwight Norton to the RTA.

10. DBE Report

Keziah Lee reported that the contracts awarded has gone up from $1.2 Million to $2.8 Million.

Keziah Lee reported that staff added to the chart the DBE Participation and there was no

change from the last reporting period in terms of payments. There was an invitation for bid for metal roofing services and staff has been working with the prime to help fulfill the 30.55% DBE goals.

Alex Wiggins stated that he met with Woodward President and made it very clear that their DBE goals need to be met for this project.

11. Procurements

11a. Vehicle Fluids and Lube **21-057**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Vehicles Fluids and Lube. The motion was carried unanimously.
approved

Enactment No: 21-028

11b. Proposed Grant Application Submittal-FY 2021 Section 5307 Allocated Funds **21-058**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Grant Application Submittal-FY 2021 Section 5307 Allocated Funds. The motion was carried unanimously.

approved

Enactment No: 21-031

11c. Proposed Grant Application Submittal-FY 2021 Section 5339 Allocated Funds **21-059**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Proposed Grant Application Submittal - FY 2021 Section 5339 Allocated Funds. The motion was carried unanimously.

approved

Enactment No: 21-032

11d. Proposed Grant Application Submittal-FY 2021 Section 5337 Allocated Funds **21-060**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Proposed Grant Application Submittal - FY 2021 Section 5337 Allocated Funds. The motion was carried unanimously.

approved

Enactment No: 21-033

11e. Renewal of Various RTA Insurance Coverages 2021-2022 **21-061**

This item was deferred to the full board.

tabled

Enactment No: 21-037

11f. Rampart Streetcar Line: Emergency Recovery Project Award Construction Project **21-062**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Rampart Streetcar Line: Emergency Recovery Project Award Construction. The motion was carried unanimously.

approved

Enactment No: 21-029

11g. Transit Security Services **21-064**

Commissioner Wegner moved and Commissioner Walton seconded to approve the Transit Security Services. The motion was carried unanimously.

approved

Enactment No: 21-030

12. New Business

None

13. Audience Questions & Comments

None

14. Adjournment

Commissioner Wegner moved and Commissioner Walton seconded to adjourned the Finance Committee Meeting of May 13, 2021. The motion was approved unanimously.

adjourned

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-094 **Finance Committee**

[April Financials]

April 2021
Analysis of Financials

Budget	Actuals	Variances Amount	Variances %age	Explanation of Variance
Passenger Revenue				
2,739,006	2,328,611	(410,395)	(14.98%)	Passenger Fares were 15% ($410k) below projections through April while ridership was 11.5% (296k) under budget. Pass Sales were also under projections 2.1% ($16k) but its actuals have increased every month this year. Total system wide actual ridership for the month of April was 40k (6.3%) over the month of March and March ridership was about 97k riders over the month of February. April numbers would probably have been stronger had it not been for the record setting rainfall experienced in the month.
Sales Tax				
21,023,940	24,702,214	3,678,274	17.50%	Actual CNO sales tax collections through March have been received. These collections reflect a $1.7m positive variance (11.9%) when compared to the budget. When compared to the first quarter of 2020, these collections reflect a $606k disparity (3.7%).
Labor and Fringe Benefits				
23,577,350	21,330,135	2,247,215	9.53%	Labor and Fringes are below projections, $2.2m (9.5%) through April. April was the fourth full month post-transition for all employees, and a thorough review and analysis continues for these two line items as many, but not all, issues have been resolved. Recordings for retirement appear to be at the forefront of this variance but also, the budget represents full staffing while there are vacancies throughout the organization.
Services				
3,428,420	2,540,146	888,274	25.91%	Most Services line items are under budget. Professional/Technical Services (legal fees, consultants, other outside services, etc.) contributed $783k to this positive outcome while Contract Maintenance Services contributed another $90k.
Materials and Supplies				
2,867,706	2,479,664	388,042	13.53%	Diesel fuel prices for the month of April were budgeted at $2.05/gal. (excl. $0.21/gal. tax). Actual diesel fuel prices for April averaged $1.93/gal. (before taxes), which was $0.12/gal. under budget and $0.01/gal. less than the average price for March. Diesel fuel consumption for April was 13,700 gallons under budget.
Miscellaneous				
197,427	77,689	119,738	60.65%	All Miscellaneous Expense line items, with the exception of Dues and Subscriptions are under budget through April. Travel and Meetings which includes the training budget contributed $85k (70%) to the positive variance.

REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
April 30, 2021
Unaudited

	Current Month				Year to Date				CY2021 Annual
	Budget	Actual	$ Var.	%Var.	Budget	Actual	$ Var.	%Var.	Budget
Operating Revenues									
Passenger Fares	824,295	705,673	(118,622)	(14.39%)	2,739,006	2,328,611	(410,395)	(14.98%)	9,528,536
General Use Sales Tax	4,795,786	7,735,987	2,940,201	61.31%	18,254,929	21,965,210	3,710,281	20.32%	61,881,115
State Motor Vehicle Sales Tax	469,366	469,366	0	0.00%	1,786,618	1,786,618	0	0.00%	6,056,330
Hotel/Motel Sales Tax	258,086	438,022	179,936	69.72%	982,393	950,386	(32,007)	(3.26%)	3,330,146
Other Revenue	125,141	59,422	(65,719)	(52.52%)	471,080	430,710	(40,370)	(8.57%)	1,574,550
Total Operating Revenues	**6,472,674**	**9,408,470**	**2,935,796**	**45.36%**	**24,234,026**	**27,461,535**	**3,227,509**	**13.32%**	**82,370,677**
Operating Expenses									
Labor and Fringe Benefits	5,504,841	4,946,441	558,400	10.14%	23,577,350	21,330,135	2,247,215	9.53%	71,991,388
Services	856,167	1,020,905	(164,738)	(19.24%)	3,428,420	2,540,146	888,274	25.91%	10,281,940
Materials and Supplies	721,277	694,193	27,084	3.75%	2,867,706	2,479,664	388,042	13.53%	8,670,177
Utilities	114,363	117,680	(3,317)	(2.90%)	533,037	498,057	34,980	6.56%	1,483,860
Casualty & Liability	652,330	567,561	84,769	12.99%	2,609,320	2,435,987	173,333	6.64%	7,974,400
Taxes	35,822	37,507	(1,685)	(4.70%)	142,184	115,167	27,017	19.00%	430,958
Miscellaneous	55,262	25,308	29,954	54.20%	197,427	77,689	119,738	60.65%	672,205
Leases and Rentals	15,009	13,824	1,185	7.90%	60,036	70,815	(10,779)	(17.95%)	180,108
Total Operating Expenses (excl. Depr.)	**7,955,071**	**7,423,419**	**531,652**	**6.68%**	**33,415,480**	**29,547,659**	**3,867,821**	**11.57%**	**101,685,036**
Net Operating Revenue	**(1,482,397)**	**1,985,051**	**3,467,448**	**(233.91%)**	**(9,181,454)**	**(2,086,124)**	**7,095,330**	**(77.28%)**	**(19,314,359)**
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	114,750	113,397	1,353	1.18%	460,000	530,804	(70,804)	(15.39%)	1,379,000
TMSEL Workers' Compensation Costs	17,500	146,873	(129,373)	(739.28%)	70,000	215,445	(145,445)	(207.78%)	210,000
TMSEL All Other Costs	45,000	43,650	1,350	3.00%	179,800	174,597	5,203	2.89%	540,000
Total TMSEL Legacy Costs	**177,250**	**303,920**	**(126,670)**	**(71.46%)**	**709,800**	**920,847**	**(211,047)**	**(29.73%)**	**2,129,000**
Net Revenue (Before Gov't. Asst.)	**(1,659,647)**	**1,681,131**	**3,340,778**	**(201.29%)**	**(9,891,254)**	**(3,006,970)**	**6,884,284**	**(69.60%)**	**(21,443,359)**
Maritime Operations									
Passenger Fares	72,313	112,754	40,441	55.92%	208,570	345,370	136,800	65.59%	651,232
Labor and Fringe Benefits	(28,355)	(22,235)	(6,120)	21.58%	(127,415)	(64,083)	(63,332)	49.71%	(368,088)
Services	(315,039)	(789,655)	474,616	(150.65%)	(1,365,060)	(3,005,741)	1,640,681	(120.19%)	(4,074,842)
Materials and Supplies	(79,017)	(15,117)	(63,900)	80.87%	(352,294)	49,197	(401,491)	113.96%	(1,049,865)
Casualty and Liability	(105,986)	0	(105,986)	100.00%	(423,944)	0	(423,944)	100.00%	(1,271,823)
Other Operating Expenses	(28)	(135)	107	(383.61%)	(128)	(555)	427	(333.64%)	(382)
Grant Expenses	(930,777)	(770,015)	(160,762)	17.27%	(3,693,108)	(1,647,397)	(2,045,711)	55.39%	(11,139,306)
CARES Act Funding	0	0	0	0.00%	0	0	0	0.00%	0
Preventive Maintenance	0	0	0	0.00%	0	0	0	0.00%	0
Grant Revenues	715,314	564,496	(150,818)	(21.08%)	2,837,256	1,209,822	(1,627,434)	(57.36%)	8,559,739
State Subsidy	671,575	919,908	248,333	36.98%	2,916,123	3,113,387	197,264	6.76%	8,693,335
Total Maritime Operations	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**	**0**
Government Operating Assistance									
Preventive Maintenance	1,126,830	1,063,544	(63,286)	(5.62%)	4,507,318	4,254,174	(253,144)	(5.62%)	13,521,954
State Parish Transportation	162,798	162,798	0	0.00%	651,192	651,192	0	0.00%	1,953,576
CARES Act Funding	1,101,147	0	(1,101,147)	(100.00%)	4,404,590	0	(4,404,590)	(100.00%)	13,213,771
Total Government Operating Assistance	**2,390,775**	**1,226,342**	**(1,164,433)**	**(48.71%)**	**9,563,100**	**4,905,366**	**(4,657,734)**	**(48.71%)**	**28,689,301**
Net Revenue (After Gov't. Asst.)	**731,128**	**2,907,473**	**2,176,345**	**297.67%**	**(328,154)**	**1,898,396**	**2,226,550**	**(678.51%)**	**7,245,942**

REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
April 30, 2021
Unaudited

	Current Month				Year to Date				CY2021 Annual
	Budget	Actual	$ Var.	%Var.	Budget	Actual	$ Var.	%Var.	Budget
Net Revenue (After Gov't. Asst.)	**731,128**	**2,907,473**	**2,176,345**	**297.67%**	**(328,154)**	**1,898,396**	**2,226,550**	**-678.51%**	**7,245,942**
Government Non-Operating Rev. (Exp.)									
Federal - Capital	962,158	6,946,525	5,984,367	621.97%	4,196,202	9,606,138	5,409,936	128.92%	12,477,693
Local - Capital	313,215	1,943,811	1,630,595	520.60%	1,342,880	2,280,436	937,556	69.82%	3,994,651
Capital Expenditures	(1,275,373)	(8,890,335)	(7,614,962)	597.08%	(5,539,082)	(11,886,575)	(6,347,493)	114.59%	(16,472,344)
FEMA Project Worksheets	105,000	0	(105,000)	(100.00%)	170,000	17,406	(152,594)	(89.76%)	1,058,160
FEMA Project Worksheet Expenditures	(105,000)	0	105,000	(100.00%)	(170,000)	(17,406)	152,594	(89.76%)	(1,073,200)
Total Gov't. Non-Operating Rev. (Exp.)	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**	**(15,040)**
Total Revenues (Expenses) Before Capital Expenditures and Debt	**731,128**	**2,907,473**	**2,176,345**	**297.67%**	**(328,154)**	**1,898,396**	**2,226,550**	**(678.51%)**	**7,230,902**
Capital Expenditures									
Interest Income - Capital (bonds)	0	610	610	100.00%	0	16,537	16,537	100.00%	0
Debt Service	(671,770)	(783,335)	(111,565)	(16.61%)	(2,687,080)	(2,510,395)	176,685	6.58%	(8,061,240)
Total Capital Expenditures	**(671,770)**	**(782,725)**	**(110,955)**	**(16.52%)**	**(2,687,080)**	**(2,493,858)**	**193,222**	**7.19%**	**(8,061,240)**
Net Revenue less Capital Expenditures and Principal on Long Term Debt	**59,358**	**2,124,748**	**2,065,390**	**(3479.55%)**	**(3,015,234)**	**(595,462)**	**2,419,772**	**80.25%**	**(830,338)**
Other Funding Sources									
Restricted Operating / Capital Reserve	(59,358)	(2,124,748)	2,065,390	(3479.55%)	3,015,234	595,462	2,419,772	80.25%	830,338
Total Other Funding	**(59,358)**	**(2,124,748)**	**2,065,390**	**(3479.55%)**	**3,015,234**	**595,462**	**2,419,772**	**80.25%**	**830,338**
Net Revenue / Expense	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**	**0**
Prior Year CARES Act Funding	0	0	0	0.00%	0	6,370,005	6,370,005	100.00%	**0**
Depreciation - Local	110,000	94,288	15,712	14.28%	440,000	377,150	62,850	14.28%	1,320,000
Depreciation - Federal	1,850,000	1,805,221	44,779	2.42%	7,400,000	7,087,251	312,749	4.23%	22,200,000
Total Depreciation	**1,960,000**	**1,899,509**	**60,491**	**3.09%**	**7,840,000**	**7,464,401**	**375,599**	**4.79%**	**23,520,000**

REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
April 30, 2021
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	$ Var.	%Var.	Prior Yr.	Current Yr.	$ Var.	%Var.
Operating Revenues								
Passenger Fares	0	705,673	705,673	100.00%	3,310,633	2,328,611	(982,022)	(29.66%)
General Use Sales Tax	4,993,978	7,735,987	2,742,009	54.91%	18,394,223	21,965,210	3,570,987	19.41%
State Motor Vehicle Sales Tax	475,032	469,366	(5,666)	(1.19%)	1,680,273	1,786,618	106,345	6.33%
Hotel/Motel Sales Tax	193,421	438,022	244,601	126.46%	3,329,753	950,386	(2,379,367)	(71.46%)
Other Revenue	(37,598)	59,422	97,020	(258.05%)	457,015	430,710	(26,305)	(5.76%)
Total Operating Revenues	**5,624,833**	**9,408,470**	**3,783,636**	**67.27%**	**27,171,897**	**27,461,535**	**289,639**	**1.07%**
Operating Expenses								
Labor and Fringe Benefits	630,396	4,946,441	(4,316,045)	(684.66%)	2,534,598	21,330,135	(18,795,537)	(741.56%)
Services	5,118,088	1,020,905	4,097,183	80.05%	25,542,179	2,540,146	23,002,033	90.06%
Materials and Supplies	114,577	694,193	(579,617)	(505.88%)	1,020,794	2,479,664	(1,458,869)	(142.92%)
Utilities	95,967	117,680	(21,713)	(22.62%)	466,272	498,057	(31,785)	(6.82%)
Casualty & Liability	554,796	567,561	(12,765)	(2.30%)	3,050,245	2,435,987	614,258	20.14%
Taxes	22,811	37,507	(14,696)	(64.42%)	136,869	115,167	21,702	15.86%
Miscellaneous	6,406	25,308	(18,902)	(295.05%)	48,301	77,689	(29,387)	(60.84%)
Leases and Rentals	13,618	13,824	(206)	(1.51%)	28,630	70,815	(42,185)	(147.35%)
Total Operating Expenses (excl. Depr.)	**6,556,659**	**7,423,419**	**(866,759)**	**(13.22%)**	**32,827,889**	**29,547,659**	**3,280,230**	**9.99%**
Net Operating Revenue	**(931,826)**	**1,985,051**	**2,916,877**	**(313.03%)**	**(5,655,992)**	**(2,086,124)**	**3,569,868**	**(63.12%)**
TMSEL Legacy Costs								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	93,534	113,397	19,862	21.24%	501,558	530,804	29,247	5.83%
TMSEL Workers' Compensation Costs	16,432	146,873	130,442	793.85%	56,039	215,445	159,406	284.46%
TMSEL All Other Costs	44,896	43,650	(1,246)	(2.78%)	186,334	174,597	(11,736)	(6.30%)
Total TMSEL Legacy Costs	**154,862**	**303,920**	**149,058**	**96.25%**	**743,930**	**920,847**	**176,917**	**23.78%**
Net Revenue (Before Gov't. Asst.)	**(1,086,688)**	**1,681,131**	**2,767,819**	**(254.70%)**	**(6,399,922)**	**(3,006,970)**	**3,392,951**	**(53.02%)**
Maritime Operations								
Passenger Fares	0	112,754	112,754	100.00%	196,974	345,370	148,396	75.34%
Labor and Fringe Benefits	(12)	(22,235)	(22,223)	184578.49%	(12)	(64,083)	(64,071)	532149.00%
Services	(1,019,019)	(789,655)	229,364	(22.51%)	(3,618,618)	(3,005,741)	612,877	(16.94%)
Materials and Supplies	(27,150)	(15,117)	12,033	(44.32%)	(107,210)	49,197	156,408	(145.89%)
Casualty and Liability	0	0	0	0.00%	0	0	0	0.00%
Other Operating Expenses	(131)	(135)	(5)	3.75%	(331)	(555)	(224)	67.82%
Grant Expenses	2,749	(770,015)	(772,764)	(28111.77%)	(139,525)	(1,647,397)	(1,507,872)	1080.72%
CARES Act Funding	0	0	0	0.00%	0	0	0	0.00%
Preventive Maintenance	0	0	0	0.00%	0	0	0	0.00%
Grant Revenues	0	564,496	564,496	100.00%	0	1,209,822	1,209,822	100.00%
State Subsidy	1,043,562	919,908	(123,654)	(11.85%)	3,668,721	3,113,387	(555,335)	(15.14%)
Total Maritime Operations	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**
Government Operating Assistance								
Preventive Maintenance	1,129,886	1,063,544	(66,342)	(5.87%)	4,519,942	4,254,174	(265,768)	(5.88%)
State Parish Transportation	162,798	162,798	0	0.00%	651,192	651,192	0	0.00%
CARES Act Funding	0	0	0	0.00%	0	0	0	0.00%
Total Government Operating Assistance	**1,292,684**	**1,226,342**	**(66,342)**	**(5.13%)**	**5,171,134**	**4,905,366**	**(265,768)**	**(5.14%)**
Net Revenue (After Gov't. Asst.)	**205,996**	**2,907,473**	**2,701,477**	**1311.42%**	**(1,228,787)**	**1,898,396**	**3,127,184**	**(254.49%)**

REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
April 30, 2021
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	$ Var.	%Var.	Prior Yr.	Current Yr.	$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	**205,996**	**2,907,473**	**2,701,477**	**1311.42%**	**(1,228,787)**	**1,898,396**	**3,127,184**	**-254.49%**
Government Non-Operating Rev. (Exp.)								
Federal - Capital	290,011	6,946,525	6,656,513	2295.26%	6,886,239	9,606,138	2,719,900	39.50%
Local - Capital	(77,047)	1,943,811	2,020,858	(2622.88%)	1,602,992	2,280,436	677,445	42.26%
Capital Expenditures	(212,964)	(8,890,335)	(8,677,371)	4074.57%	(8,489,230)	(11,886,575)	(3,397,344)	40.02%
FEMA Project Worksheets	8,123	0	(8,123)	0.00%	8,123	17,406	9,283	(100.00%)
FEMA Project Worksheets Expenditures	(8,123)	0	8,123	0.00%	(8,123)	(17,406)	(9,283)	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**
Total Revenues (Expenses) Before Capital Expenditures and Debt	**205,996**	**2,907,473**	**2,701,477**	**1311.42%**	**(1,228,787)**	**1,898,396**	**3,127,184**	**(254.49%)**
Capital Expenditures								
Interest Income - Capital (bonds)	16,987	610	(16,377)	(96.41%)	170,204	16,537	(153,667)	(90.28%)
Debt Service	(1,180,300)	(783,335)	396,965	(33.63%)	(4,790,715)	(2,510,395)	(2,280,320)	47.60%
Total Capital Expenditures	**(1,163,313)**	**(782,725)**	**380,588**	**(32.72%)**	**(4,620,511)**	**(2,493,858)**	**2,126,653**	**(46.03%)**
Net Revenue less Capital Expenditures and Principal on Long Term Debt	**(957,317)**	**2,124,748**	**3,082,065**	**321.95%**	**(5,849,298)**	**(595,462)**	**5,253,836**	**89.82%**
Other Funding Sources								
Restricted Operating / Capital Reserve	957,317	(2,124,748)	(3,082,065)	(321.95%)	5,849,298	595,462	(5,253,836)	(89.82%)
Total Other Funding	**957,317**	**(2,124,748)**	**(3,082,065)**	**(321.95%)**	**5,849,298**	**595,462**	**(5,253,836)**	**(89.82%)**
Net Revenue / Expense	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0.00%**
Prior Year CARES Act Funding	0	0	0	0.00%	0	6,370,005	6,370,005	100.00%
Depreciation - Local	94,288	94,288	0	0.00%	377,150	377,150	0	0.00%
Depreciation - Federal	1,849,795	1,805,221	44,574	2.41%	7,314,768	7,087,251	227,517	3.11%
Total Depreciation Expense	**1,944,083**	**1,899,509**	**44,574**	**2.29%**	**7,691,919**	**7,464,401**	**227,517**	**2.96%**

REGIONAL TRANSIT AUTHORITY
STATEMENT OF NET POSITION
AS OF APRIL 31, 2021 AND 2020

	2021	2020
ASSETS AND DEFERRED OUTFLOW OF RESOURCES		
CURRENT ASSETS:		
Cash	41,936,898	41,872,271
Accounts Receivable (net)	47,315,232	30,227,587
Prepaid Expenses and other assets	2,602,271	1,236,530
Inventory	440,218	
Total Current Assets	92,294,620	73,336,388
Restricted assets, cash and investments		
Ferry Operating Subsidy	0	383,290
1991 series bond trustee accounts	4,629,446	8,235,562
2020 series bond trustee accounts	6,722,188	0
2000 series bond trustee accounts	0	2,421,449
2010 series bond trustee accounts	396,017	395,827
Self-Insurance Reserve	1,415,000	1,415,000
Total restricted assets	13,162,651	12,851,127
Net Pension Assets	0	(31,074,082)
Net OPEB Assets	0	0
Property, buildings and equipment, net	282,485,719	286,451,853
Total noncurrent assets	282,485,719	255,377,771
TOTAL ASSETS	387,942,987	341,565,287
DEFERRED OUTFLOW OF RESOURCES		
Deferred charges - prepaid bond	1,103,193	147,391
Pension deferrals	10,823,831	11,229,077
OPEB deferrals	1,016,927	611,681
Total Deferred Outflows of Resources	12,943,951	11,988,149
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 400,886,941	$ 353,553,436

REGIONAL TRANSIT AUTHORITY
STATEMENT OF NET POSITION
AS OF APRIL 31, 2021 AND 2020

	2021	2020
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND NET POSITION		
CURRENT LIABILITIES (PAYABLE FROM CURRENT ASSETS)		
Accounts payable, accrued expenses, and deferred credits	$ 28,004,819	26,235,616
Current portion of legal and small claims	3,151,243	1,627,400
Due to Transdev	0	1,667,438
Total Current Liabilities (payable from current assets)	31,156,062	29,530,454
CURRENT LIABILITIES (PAYABLE FROM RESTRICTED ASSETS)		
Current portion of accrued bond interest	2,052,489	1,515,803
Current portion of bonds payable net	1,585,000	6,316,117
Current portion of debt service assistance fund loan	0	4,384,312
Advanced collection of ferry subsidy	0	(1,280,848)
Total Current Liabilities (payable from restricted assets)	3,637,489	10,935,384
LONG-TERM LIABILITIES		
Accrued bond interest less current portion	3,146,823	7,570,414
Legal and small claims less current portion	12,982,056	16,759,833
Bonds-Payable less current portion net	97,920,139	75,503,079
Net Pension Liability	32,096,048	1,021,966
Total OPEB Liability	7,737,191	7,737,191
Debt service assistance fund loan less current portion	-	15,384,501
Total long-term liabilities	153,882,256	123,976,985
TOTAL LIABILITIES	188,675,807	164,442,823
DEFERRED INFLOW OF RESOURCES		
Pension Deferrals	25,335	25,335
OPEB Deferrals	835,374	835,374
TOTAL DEFERRED INFLOWS OF RESOURCES	860,709	860,709
NET POSITION		
Invested in capital assets, net of related debt	177,781,268	195,546,440
Restricted for Debt Service	13,162,651	12,851,127
Unrestricted	20,406,506	(20,147,663)
Total net position	211,350,425	188,249,904
TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION	$ 400,886,941	$ 353,553,436

Regional Transit Authority
Financial Performance Indicators
April 30, 2021
(Excludes Ferry Operations)

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	672,018	2,285,546	393,292	1,455,034	266,684	788,938	12,042	41,574
Total Platform Hours	59,916	245,755	38,325	152,238	10,477	50,935	11,114	42,582
Passenger Revenue	705,673	2,328,611	412,751	1,454,824	273,030	805,349	19,892	68,438
Operating Expenses	7,423,419	29,547,659	4,450,108	17,218,529	1,780,825	7,665,999	1,192,486	4,663,131
Operating Cost Per Platform Hour	123.90	120.23	116.11	113.10	169.97	150.50	107.30	109.51
Annual Budgeted Cost Per Platform Hour		141.41		135.21		180.50		118.03
Farebox Recovery Rate	9.51%	7.88%	9.28%	8.45%	15.33%	10.51%	1.67%	1.47%
Operating Cost Per Unlinked Trip	11.05	12.93	11.32	11.83	6.68	9.72	99.03	112.16
Passenger Revenue Per Unlinked Trip	1.05	1.02	1.05	1.00	1.02	1.02	1.65	1.65
Subsidy per Unlinked Trip	10.00	11.91	10.27	10.83	5.66	8.70	97.38	110.51

Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison

REPORT FOR THE MONTH

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month Ended April 30,			For the Month Ended April 30,			For the Month Ended April 30,			For the Month Ended April 30,		
	2021	2020	Variance	2021	2020	Variance	2021	2020	Variance	2021	2020	Variance
Ridership (Unlinked Trips)	672,018	143,946	528,072	393,292	118,919	274,373	266,684	18,745	247,939	12,042	6,282	5,760
Total Platform Hours	59,916	41,178	18,738	38,325	28,624	9,701	10,477	4,481	5,997	11,114	8,074	3,040
Passenger Revenue	705,673	0	705,673	412,751	0	412,751	273,030	0	273,030	19,892	0	19,892
Operating Expenses	7,423,419	6,556,659	866,759	4,450,108	4,589,725	(139,618)	1,780,825	845,569	935,256	1,192,486	1,121,365	71,121
Operating Cost Per Platform Hour	123.90	159.23	(35.33)	116.11	160.35	(44.24)	169.97	188.71	(18.74)	107.30	138.89	(31.59)
Annual Budgeted Cost Per Plat. Hour	141.41	115.28	26.13	135.21	117.02	18.19	180.50	125.12	55.38	118.03	94.56	23.47
Farebox Recovery Rate	9.51%	0.00%	9.51%	9.28%	0.00%	9.28%	15.33%	0.00%	15.33%	1.67%	0.00%	1.67%
Operating Cost Per Unlinked Trip	11.05	45.55	(34.50)	11.32	38.60	(27.28)	6.68	45.11	(38.43)	99.03	178.50	(79.47)
Passenger Revenue Per Unlinked Trip	1.05	0.00	1.05	1.05	0.00	1.05	1.02	0.00	1.02	1.65	0.00	1.65
Subsidy per Unlinked Trip	10.00	45.55	(35.55)	10.27	38.60	(28.33)	5.66	45.11	(39.45)	97.38	178.50	(81.12)

Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 4 Months Ending April 30,			For 4 Months Ending April 30,			For 4 Months Ending April 30,			For 4 Months Ending April 30,		
	2021	2020	Variance	2021	2020	Variance	2021	2020	Variance	2021	2020	Variance
Ridership (Unlinked Trips)	2,285,546	3,230,172	(944,626)	1,455,034	2,161,962	(706,928)	788,938	1,010,415	(221,477)	41,574	57,795	(16,221)
Total Platform Hours	245,755	261,924	(16,169)	152,238	170,114	(17,876)	50,935	49,155	1,780	42,582	42,655	(73)
Passenger Revenue	2,328,611	3,310,633	(982,022)	1,454,824	2,131,381	(676,557)	805,349	1,088,186	(282,837)	68,438	91,065	(22,628)
Operating Expenses	29,547,659	32,827,889	(3,280,230)	17,218,529	21,385,850	(4,167,320)	7,665,999	7,001,599	664,400	4,663,131	4,440,441	222,690
Operating Cost Per Platform Hour	120.23	125.33	(5.10)	113.10	125.71	(12.61)	150.50	142.44	8.06	109.51	104.10	5.41
Annual Budgeted Cost Per Plat. Hour	141.41	115.28	26.13	135.21	117.02	18.19	180.50	125.12	55.38	118.03	94.56	23.47
Farebox Recovery Rate	7.88%	10.08%	-2.20%	8.45%	9.97%	-1.52%	10.51%	15.54%	-5.04%	1.47%	2.05%	-0.58%
Operating Cost Per Unlinked Trip	12.93	10.16	2.77	11.83	9.89	1.94	9.72	6.93	2.79	112.16	76.83	35.33
Passenger Revenue Per Unlinked Trip	1.02	1.02	0.00	1.00	0.99	0.01	1.02	1.08	(0.06)	1.65	1.58	0.07
Subsidy per Unlinked Trip	11.91	9.14	2.77	10.83	8.90	1.93	8.70	5.85	2.85	110.51	75.25	35.26

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-063 **Finance Committee**

Egle' Janitorial On-Site COVID Cleaning

DESCRIPTION: Requesting Board Authorization to amend Egle' contract for additional on-site Covid cleaning of buses and streetcar for the months of June 1, 2021-December 31, 2021	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to approve a change order to Egle's contract for additional and extended Covid Cleaning in the amount of $122,562.48.

ISSUE/BACKGROUND:

The New Orleans Regional Transit Authority (RTA) is tasked to provide additional onsite Covid 19 bus and streetcar cleaning and disinfecting at the Duncan Plaza Bus Hub, the UPT streetcar terminal, and the end of line streetcar shelter located at Carrollton and Claiborne. Vendor needs to provide two workers at each location for a total of six workers, plus one traveling supervisor. Vendor will also need to provide disposable cleaning rags. This is a 7 day a week contract from 12:00 pm to 5:00 pm daily. This CO will cover the additional cleaning needs from 7/1/2021 - 12/31/2021. Egle's monthly quote is $20,427.08 (see back-up quote attached). This change order is for an additional six (6) months of service for a total of $122,562.48.

DISCUSSION:

In an abundance of caution two small change orders were issued for additional Covid cleaning that started in late December 2020 and has continued through today. This request is to cover these services through the end of the calendar year. If it is determined that these services are not required for the entire period, they will be discontinued.

FINANCIAL IMPACT:

Egle's original contract for all RTA facilities is $307,488.00. The prior change orders executed totaled $131,205.40. The additional CO will cost the RTA $122,562.48 if we extend it out to December 31, 2021. The total contract value will be $561,255.88.

NEXT STEPS:

Upon Board approval, procurement will issue the change order through December 31, 2021. During the performance of this contract, Operations and Safety will assess the need for the additional Covid cleaning based on the recommendations of the Center for Disease Control (CDC) and the Federal Transit Authority (FTA).

ATTACHMENTS:

1. Board Resolution
2. Change Order
3. Egle' Quote

Prepared By: Rob Rouyer, rrouyer@rtaforward.org
Title: Facilities Maintenance Superintendent

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy Chief of Planning and Infrastructure

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer

6/7/2021

Alex Wiggins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AMEND EGLE' CONTRACT FOR ADDITIONAL ON-SITE CLEANING OF BUSES AND STREETCARS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the New Orleans Regional Transit Authority (RTA) is tasked to provide additional on-site Covid-19 bus and streetcar cleaning and disinfecting at the Duncan Plaza Bus Hub, the UPT streetcar terminal, and the end of the streetcar shelter located at Carrollton and Claiborne; and

WHEREAS, the Vendor needs to provide two (2) workers at each location for a total of six (6) workers, plus one traveling supervisor. Vendor will also need to provide disposable cleaning rags. This is a seven (7) day a week contract from 12:00 p.m. to 5:00 p.m.; and

WHEREAS, the Change Order (CO) will cover the additional cleaning needs from July 1, 2021-December 31, 2021. Egle's monthly quote is $20,427.08 (see back-up quote attached). This change order is for an additional six (6) months of service for a total of $122,562.48; and

WHEREAS, in abundance of caution two (2) small change orders were issued for additional Covid cleaning that started in late December 2020 and has continued through today; and

WHEREAS, this request is to cover these services through the end of the calendar year. If is determined that these services are not required for the entire period, they will be discontinued; and

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

WHEREAS, we expect to be able to discontinue the cleaning sometime in the next several months and wanted to have it covered through the end of the year if needed; and

WHEREAS, Egle's original contract for all facilities is $307,488.00. The prior change orders executed totaled $131,205.40. The additional CO will cost RTA $122,562.48, if we extend it out to December 31, 2021. The total contract value will be $561,255.88; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorize to amend Egle's contract for additional on-site Covid-19 cleaning of buses and streetcars for the months of July 1, 2021-December 31, 2021.

THE FOREGOING WAS READ IN FULL; THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE 2021.

_____

FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

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:

Name	Title	Ext.
Rob Rouyer	**Facilities Maintenance Superintendent**	**8479**

Change Order # **3**

B. Contract No.:_____

Contract Title and PO No: **Janitorial 2 Year Contract** **PO-912802-001**

C. Contract History:

Award Value	$	**307,488.00**
Previously Executed Change Orders	$	**131,205.40**
Previous Contract Value Prior to Requested Change Order (Sum)	$	**438,693.40**
Value of Current Change Order **(Amendment 3)**	$	**122,562.48**
Revised Contract Value	$	**561,255.88**

NOTE:

D. Justification of Change Order**: Amendment 3:**

The New Orleans Regional Transit Authority (RTA) is tasked to provide additional onsite Covid 19 bus and streetcar cleaning and disinfecting at the Duncan Plaza Bus Hub, The UPT streetcar terminal, and the end of line streetcar shelter located at Carrollton and Claiborne. Vendor needs to provide two workers at each location for a total of six workers, plus one traveling supervisor. Vendor will also need to provide disposable cleaning rags. This is a 7 day a week contract from 12:00pm to 5:00pm daily. This CO will cover the additional cleaning needs from July 1, 2021 – December 31, 2021. Egle's monthly quote is $20,427.08. (see back-up quote attached) This change order is for an additional six (6) months of service for a total of $122,562.48.

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.):

100 % DBE _____% SLDBE _____% Small Business

Additional Information

Kazjah Cauthorne 5/26/2021

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.

N/A

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	$ 0.00
Projected Cost	$ 561,255.88
Previous Cost	$ 438,693.40
FTA Grant No.(s)	$ 0
Line Item(s)	$ 0.00
Operations/Department Code	$ 0.00
Budget Code(s)	$ 1430099.7610.05113
Other	$ 0.00

Budget Analyst **Date** 5/26/2021

Chief Financial Officer **Date** 5/26/21

J. Safety ~~Insurance~~ verified: **Insurance Specialist** **Date** 5/26/21

K. Authorizations:

Department Head **Date** 05/25/2021

Division Manager **Date** 5/25/2021

Director of Procurement **Date** 5/25/21

Chief Executive Officer **Date**

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: JANITORIAL CORONAVIRUS/COVID CLEANING/PO-912802-001

Date of Estimate: 5/25/2021

Description of Goods/Services:

MONTHLY COVID-19 CLEANING @ DUNCAN PLAZA (CHANGE ORDER NO.3)

___ New Procurement
✓ Contract Modification (Change Order)
___ Exercise of Option

Method of Obtaining Estimate:

VENDOR'S QUOTE

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) (CHANGE ORDER NO. 3)

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is $ 122,562.48

The preceding independent cost estimate was prepared by:

JOHN DILOSA, JR.
Name

Signature

QUOTE

RTA

Date
Feb 1, 2021

Quote Number
QU-0388

Reference
ADDITIONAL ON SITE COVID 19 BUS AND STREETCAR DISINFECTANT CLEANING

Eglé, LLC
435 Gaiennie Street
NEW ORLEANS, LA 70130
504-684-1022

Description	Quantity	Unit Price	Tax	Amount USD
7 Staff, 5 hours/Day, 365/Days/Year MONTHLY CHARGE	1.00	20,227.08	Non-Taxable Sale	20,227.08
Consumables Paper Fee MONTHLY CHARGE	1.00	200.00	Tax Exempt	200.00
			Subtotal	20,427.08
			TOTAL USD	**20,427.08**

RTA Regional Transit Authority

Revisions to the Contract for Construction between RTA and Vendor are agreed as follows.

PROJECT: Janitorial Coronavirus/Covid-19 Cleaning

Egle	435 Gaiennie Street, New Orleans, LA 70130	5/25/2021
Name	Address	Date of Commencement

CHANGES: Description of the added/deleted/revised Work **Change Order No. 3**

Monthly Charge: $20,427.08 (see attached Vendor's Quote)
July 2021 Through December 2021 = $122,562.48
Change Order No. 1 = $90,351.24
Change Order No. 2 = $40,854.16
Total for C/O 1 & 2: **$131,205.40**

REASON FOR CHANGES: The New Orleans Regional Transit Authority (RTA) is tasked to provide additional onsite Covid 19 bus and streetcar cleaning and disinfecting at the Duncan Plaza Bus Hub, The UPT streetcar terminal, and the end of line streetcar shelter located at Carrollton and Claiborne. Vendor needs to provide two workers at each location for a total of six workers, plus one traveling supervisor. Vendor will also need to provide disposable cleaning rags. This is a 7 day a week contract from 12:00pm to 5:00pm daily. This CO will cover the additional cleaning needs for July 01, 2021 – December 31, 2021

LIST OF SUPPLEMENTAL INFORMATION/DRAWINGS (ATTACHED):

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):	$307,488.00
Previous Executed Change Order(s) Change Order No. 2	$131,205.40
Contract Value after previous Change.	**$438,693.40**
Contract Sum AFTER to this Change:	$122,562.48
TOTAL CHANGE:	$561,255.88

CONTRACT DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders):	N/A
Substantial Completion AFTER this Change:	N/A
TOTAL CHANGE: days + or -	

APPROVALS:

CHANGE SUBMITTED BY: Robert Rouyer

APPROVED BY:

Robert Rouyer

Facilities Maintenance Superintendent — DATE: 25-May-21

Director of Facilities — DATE: 25-May-21

QUOTE

RTA

Date
Feb 1, 2021

Quote Number
QU-0388

Reference
ADDITIONAL ON SITE COVID 19 BUS AND STREETCAR DISINFECTANT CLEANING

Eglé, LLC
435 Gaiennie Street
NEW ORLEANS, LA 70130
504-684-1022

Description	Quantity	Unit Price	Tax	Amount USD
7 Staff, 5 hours/Day, 365/Days/Year MONTHLY CHARGE	1.00	20,227.08	Non-Taxable Sale	20,227.08
Consumables Paper Fee MONTHLY CHARGE	1.00	200.00	Tax Exempt	200.00
			Subtotal	20,427.08
			TOTAL USD	**20,427.08**

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-079 **Finance Committee**

NEOGOV Change Order

DESCRIPTION: Change order amendment to the NEOGOV contract for the increased number of employees, implementing benefits and learning management system.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to approve an amendment for the NEOGOV contract.

ISSUE/BACKGROUND:

The initial contract supported the 78 RTA employees without the benefits and learning management system. The contract was executed in February 2020 in the amount of $53,291 for two years. This request will be the first amendment to this contract.

DISCUSSION:

Initial contract sufficed for agency size, approximately 78 employees, prior to the transition of 740 employees whereby the RTA became responsible for its own operations and maintenance with an initial workforce of 818 employees. Additionally, removing payroll time and attendance which is contracted with another vendor for the RTA and adding to NEOGOV the training learns management system and employee self-service benefits management.

FINANCIAL IMPACT:

The change order increase is $134,972.25 totaling $188,263.25. Budget code 1770002 8580 167

NEXT STEPS:

Move to the implementation phase and billed annually

ATTACHMENTS:

1. Resolution
2. Routing Sheet

Prepared By: Darwyn Anderson
Title: Chief Human Resources Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

6/4/2021

Alex Wiggins
Chief Executive Officer

Date

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:

Name	Title	Ext.
Darwyn Anderson	Chief Human Resources Officer	8409

B. Contract No.: Governmentjobs.com, Inc. (dba "NEOGOV")

Contract Title: Governmentjobs.com, Inc. (dba "NEOGOV")

C. Contract History:

Award Value	$53,291
Previously Executed Change Orders	$0
Previous Contract Value Prior to Requested Change Order (Sum)	$53,291
Value of Current Change Order	$134,972.25
Revised Contract Value	$188,263.25

D. Justification of Change Order: Initial contract sufficed for agency size, approximately 78 employees, prior to the transition of 740 employees whereby the RTA became responsible for its own operations and maintenance with an initial workforce of 818 employees. Additionally, removing payroll time and attendance which is contracted with another vendor for the RTA and adding to NEOGOV the training learn management system and employee self-service benefits management.

E. Type of Change Requested: Administrative **XX 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 _____% SLDBE _____% Small Business

Director of Small Business Development **Date**

RTA

Keyah S. Carthorne — 4/30/2021

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.

4/30/21

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	$
Projected Cost	$ 188,243.25
Previous Cost	$ 53,291.00
FTA Grant No.(s)	$
Line Item(s)	$
Operations/Department Code	$ 8580
Budget Code(s)	$ 1770002.~~7140~~.167
Other	$

CA — 4/30/21

Budget Analyst — **Date**

4/30/21

Director of Procurement — **Date**

J. Insurance verified:

Insurance Specialist — **Date**

K. Authorizations:

4.30.2021

Department Head — **Date**

Division Manager — **Date**

RTA

Chief Financial Officer — Date: 5/4/21

Vice President CEO — Date: 5/5/21

NEOGOV™

NEOGOV ORDERING FORM

Quote Date: 02/03/20
Valid to: 02/14/20

Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd., Suite 565
El Segundo, CA 90245
accounting@neogov.com

Customer Information

Customer Name:	New Orleans Regional Transit Authority (LA)	**Customer Contact Name:**	Sterlin Stevens, Director of Information Technology
Customer Address:	2817 Canal St. New Orleans, La. 70119	**Email Address:**	sstevens@rtaforward.org

Fee Summary

Description of Subscriptions		Annual SaaS Subscription Fees	*Non-Recurring* Professional Service Fees (one-time)	Service Fee Sub-Totals
Insight Enterprise	(IN)	Included	Included	
Position Management	(PM)	Included	Included	
GovernmentJobs.com	(GJC)	Included	Included	
Perform	(PE)	Included	Included	
E-Forms	(EF)	Included	Included	
Onboard	(ON)	Included	Included	
Learn	(LE)			
Integrations	(IG)			
Core HR	(CHR)	Included	Included	
Payroll	(PR)	Included	Included	
Time & Attendance	(TA)	Included	Included	
HRIS Bundle Purchase (12% off Discount to Annual License)	(HRIS)	$24,950.00	$0.00	**$24,950.00**
			Order Total Year 1:	**$24,950.00**
			Year 2 Renewal:	$28,341.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at https://www.neogov.com/service-specifications, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

1. **The Subscription for the NEOGOV HRIS bundle purchase shall commence January 31,2020 and expire on January 31, 2022 ("the HRIS Bundle Purchase Initial Term")**
2. **HRIS Bundle Purchase Subscription Fees in the Initial Term shall be due net thirty (30) from the Effective Date.**

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: New Orleans Regional Transit Authority	
Signature:	Signature:
Print Name: Sterlin J. Stevens	Print Name: John Closs
Date:2/10/2020	Date: 2/12/2020

AMENDMENT
BY AND BETWEEN
New Orleans Regional Transit Authority (LA)
AND
GOVERNMENTJOBS.COM, INC.

THIS AMENDMENT 1 (the "Amendment") is entered into on the Effective Date by and between the **New Orleans Regional Transit Authority (LA)** (the "Customer"), and **Governmentjobs.com, Inc. (dba "NEOGOV")** a corporation registered and in good standing in the State of California (hereinafter referred to as "NEOGOV"). The Customer and NEOGOV may each be referred to individually as a "Party," or collectively referred to as the "Parties," in this Amendment. This Amendment and the Online Services Agreement shall collectively referred to as the "Agreement".

RECITALS

WHEREAS, the Customer and NEOGOV entered into a Service Agreement (the "Online Services Agreement") on February 10, 2020 for NEOGOV Insight, Position Management, Governmentjobs.com, Onboard, Perform, E-forms, Integrations, Core HR, Payroll, and Time & Attendance (the "Services"); and,

WHEREAS, Customer desires to remove NEOGOV Payroll and Time and Attendance; and,

WHEREAS, Customer desires to increase the number of users able access the Services by seven hundred (700) users; and,

WHEREAS, the Customer previously paid for the 01/31/21- 1/30/2022 Services Term in the amount of $28,341.00 (the "2021 Service Fees"), and the Parties now desire to offer a credit for the 2021 Service Fees, of which shall be attributed to the Pro-rated Term described below; and,

WHEREAS, Customer desires to add NEOGOV Learn and NEOGOV Benefits SaaS Applications; and,

WHEREAS, the Parties decide to renew the Services at the renewal pricing listed herein after expiration of the Pro-rated Term; and,

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Customer's full time employee count bracket shall be modified to 800 – 849.

2. To add NEOGOV Lean and Benefits, remove NEOGOV Payroll and NEOGOV Time & Attendance, adjust the SaaS Application pricing to account for the increase in total employee count, and document the credit described in Section 3 of this Amendment, the Online Services Agreement Fee Summary shall be modified to the following:

Fee Summary		
Service Description	**Term**	**Term Fees**
NEOGOV Bundled Suite Insight (IN) Goernmentjobs.com (GJ) Onboard (ON) eForms (eF) Perform (PE) Learn (LE) CoreHR (CHR) Benefits (BE)	 Pro-Rated: 05/01/2021 – 01/30/2022 Initial Term: 01/31/2022 – 01/30/2023	 $60,632.25 $118,631.00
Professional Services- Implementation/Training (Benefits/Learn)	Non-Recurring	$9,000.00
	Pro-Rated Amount	**$60,632.25**

	Initial Term Amount	**$118,631.00**
	Professional Services Amount	**$9,000.00**
	Total:	**$188,263.25**

3. Pro-rated Subscription Fees detailed in the Fee Summary within Section 2 of this Amendment reflect a credit of $28,341.00 for the Fees previously paid by Customer for the 2021 Service Fees,

4. The Recitals are incorporated herein.

5. All other terms and conditions of the Online Services Agreement and Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

NEOGOV

By: _____
John Closs – NEOGOV Controller

Date:_____

New Orleans Regional Transit Authority (LA)

By:

Name: __Darwyn Anderson_____

Title: _Chief Human Resources Officer_____

Date: __04/30/2021_____

NEOGOV™

AMENDMENT
BY AND BETWEEN
New Orleans Regional Transit Authority (LA)
AND
GOVERNMENTJOBS.COM, INC.

THIS AMENDMENT 1 (the "Amendment") is entered into on the Effective Date by and between the **New Orleans Regional Transit Authority (LA)** (the "Customer"), and **Governmentjobs.com, Inc. (dba "NEOGOV")** a corporation registered and in good standing in the State of California (hereinafter referred to as "NEOGOV"). The Customer and NEOGOV may each be referred to individually as a "Party," or collectively referred to as the "Parties," in this Amendment. This Amendment and the Online Services Agreement shall collectively referred to as the "Agreement".

RECITALS

WHEREAS, the Customer and NEOGOV entered into a Service Agreement (the "Online Services Agreement") on February 10, 2020 for NEOGOV Insight, Position Management, Governmentjobs.com, Onboard, Perform, E-forms, Integrations, Core HR, Payroll, and Time & Attendance (the "Services"); and,

WHEREAS, Customer desires to remove NEOGOV Payroll and Time and Attendance; and,

WHEREAS, Customer desires to increase the number of users able access the Services by seven hundred (700) users; and,

WHEREAS, the Customer previously paid for the 01/31/21- 1/30/2022 Services Term in the amount of $28,341.00 (the "2021 Service Fees"), and the Parties now desire to offer a credit for the 2021 Service Fees, of which shall be attributed to the Pro-rated Term described below; and,

WHEREAS, Customer desires to add NEOGOV Learn and NEOGOV Benefits SaaS Applications; and,

WHEREAS, the Parties decide to renew the Services at the renewal pricing listed herein after expiration of the Pro-rated Term; and,

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Customer's full time employee count bracket shall be modified to 800 – 849.

2. To add NEOGOV Lean and Benefits, remove NEOGOV Payroll and NEOGOV Time & Attendance, adjust the SaaS Application pricing to account for the increase in total employee count, and document the credit described in Section 3 of this Amendment, the Online Services Agreement Fee Summary shall be modified to the following:

Fee Summary		
Service Description	**Term**	**Term Fees**
NEOGOV Bundled Suite Insight (IN) Goernmentjobs.com (GJ) Onboard (ON) eForms (eF) Perform (PE) Learn (LE) CoreHR (CHR) Benefits (BE)	Pro-Rated: 05/01/2021 – 01/30/2022 Initial Term: 01/31/2022 – 01/30/2023	$60,632.25 $118,631.00
Professional Services- Implementation/Training (Benefits/Learn)	Non-Recurring	$9,000.00
	Pro-Rated Amount	**$60,632.25**

	Initial Term Amount	**$118,631.00**
	Professional Services Amount	**$9,000.00**
	Total:	**$188,263.25**

3. Pro-rated Subscription Fees detailed in the Fee Summary within Section 2 of this Amendment reflect a credit of $28,341.00 for the Fees previously paid by Customer for the 2021 Service Fees,

4. The Recitals are incorporated herein.

5. All other terms and conditions of the Online Services Agreement and Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

NEOGOV

By: _____
John Closs – NEOGOV Controller

Date:_____

New Orleans Regional Transit Authority (LA)

By:

Name: __Darwyn Anderson_____

Title: _Chief Human Resources Officer_____

Date: __04/30/2021_____

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

NEOGOV Change Order

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, RTA entered into a Service Agreement (the "Online Services Agreement") on February 10, 2020 for NEOGOV Insight, Position Management, Governmentjobs.com, Onboard, Perform, E-forms, Integrations, Core HR, Payroll, and Time & Attendance (the "Services"); and,

WHEREAS, RTA removed NEOGOV Payroll and Time and Attendance; that is a duplicate currently being provided by ADP and,

WHEREAS, RTA increased the number of users able access the Services by seven hundred (700) users; since RTA's transition effective December 19, 2020 and,

WHEREAS, RTA added NEOGOV Learn and NEOGOV Benefits SaaS Applications; and the Parties, RTA and NEOGOV renewed the Services through January 30, 2023; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached _____.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE __th DAY OF MONTH, 2021.

_____
FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-081 **Finance Committee**

General Bus Parts

DESCRIPTION: Establishing a contract for the purchase of non-proprietary bus parts.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award contracts for bus parts be made to the two lowest responsive/responsible bidders, Mohawk MFG & Supply Co and Kenworth of Louisiana.

ISSUE/BACKGROUND:

The RTA issued a solicitation through IFB No. 2021-002 to procure non-proprietary parts for our bus fleet.

DISCUSSION:

Both new and old, buses require parts. The RTA set out to establish contracts that would provide necessary non-proprietary bus parts that would streamline the agency's ability to obtain and ensure competitive pricing.

Utilizing a solicitation process, the RTA is seeking to establish a contract for the purchase of non-proprietary bus parts. Establishing contracts through the form of an Invitation for Bid (IFB) allows the agency to streamline the procumbent process and ensure the best pricing. There were 431 parts listed that required the vendor to provide pricing. All vendors did not supply pricing for everything, but Mohawk MFG & Supply Co and Kenworth of Louisiana provided the most acceptable pricing to RTA.

FINANCIAL IMPACT:

The funding is currently available through local funding. The Cost is $1,276,261 per year for a total two-year cost of $2,552,522.

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order as needed and procure parts as needed.

ATTACHMENTS:

1. Administrative Review Form IFB 2021-002

2. Procurement summary IFB 2021-002 General Bus Parts

3. Resolution

Prepared By: Ryan Moser
Title: Maintenance Manager

Reviewed By: Raymundo Delgadillo
Title: Director of Maintenance

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

6/4/2021

Alex Wiggins
Chief Executive Officer

Date

PROCUREMENT SUMMARY-IFB 2021-002

REQUIREMENTS

A Solicit Request Routing Sheet for General Bus Parts with attached scope of work was received by Procurement from Executive Office on March 9, 2021.

There was no DBE goal for this solicitation.

Procurement Policy:
The Independent Cost Estimate for this procurement is $1,276,261.00 per year, which exceeds the Small Purchase threshold, therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:
More than one responsive and responsible offeror can meet the solicitation requirements. Specifications furnished by the user department are complete, adesxquate, precise and realistic. No discussions or negotiations will be needed to address technical requirements, award will be made on lowest responsible/responsive bidder. Therefore, the IFB method of solicitation is selected as the method of procurement.

SOLICITATION
Invitation for Bids (IFB) No. 2021-002 Public Notice was published in the The Advocate. The Public Notice and the IFB 2021-002 were posted on the RTA website beginning 3/11/2021. The IFB submittal deadline was 4/8/2021 at 2:00pm.

IFB SUBMITTAL
Bid Opening was held on 4/8/2021 at 2:00pm. Adonis C. Expose' handled the receipt of all submissions received. Nine (9) bids were received.

DETERMINATION
Eight (8) bids were determined responsive and provided all required documents. One (1) bid was determinded non-responsive due to not submitting any of the required documents.

SUBMITTAL ANALYSIS

Respondents	Pricing
Mohawk MFG & Supply Co.	See attached 431 Price List Breakdown
M & D Distributors	See attached 431 Price List Breakdown
Texas Alternator	See attached 431 Price List Breakdown
Kenworth of Louisiana	See attached 431 Price List Breakdown
Cummins Inc	See attached 431 Price List Breakdown
Kirk's Automotive	See attached 431 Price List Breakdown
Southern Coach Parts Company	See attached 431 Price List Breakdown
Romaine Electric	See attached 431 Price List Breakdown
Neopart Transit LLC	Non-responsive

SUMMARY

Based on the information above the Bids received were prepared and sent to Procurement Director for further review. An Administrative Review Form was prepared by Adonis C Expose'.

Procurement Department: Recommend award be made to the 2 lowest responsive/responsible bidders, Mohawk MFG & Supply Co and Kenworth of Louisiana. There were 431 parts listed that required the vendor to provide pricing for. All vendors did not supply pricing for everything but Mohawk MFG & Supply Co and Kenworth of Louisiana provided the most pricing that were acceptable to RTA. It is in the best interest of RTA to award this bid to Mohawk MFG & Supply Co and Kenworth of Louisiana. I recommend this bid be award to Mohawk MFG & Supply Co and Kenworth of Louisiana.

Regional Transit Authority
Administrative Review Form

Project Name: GENERAL BUS PARTS

Type of Solicitation: IFB 2021-002 DBE/SBE Participation Goal: 0% Number of Respondents: 9

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Prime: Kenworth of Louisiana Contact: Scott Oliphant Phone: 985-876-3000	N/A	0%	See attached 431 Price List Breakdown
Prime: Cummins Sales and Service Contact: Darrin Mellinger Phone: 504-468-3535	N/A	0%	See attached 431 Price List Breakdown
Prime: Southern Coach Parts Company Contact: Adam Cams Phone: 800-633-4982	N/A	0%	See attached 431 Price List Breakdown
Prime: Romaine Electric Corporation Contact: Casey Haskin Phone: 800-426-5005	N/A	0%	See attached 431 Price List Breakdown
Prime: Kirk's Automotive Inc Contact: Robert Kirkman Phone: 313-933-7073	N/A	0%	See attached 431 Price List Breakdown
Prime: Texas Alternator Starter Service Contact: Joel McAdams Phone: 877-839-2581	N/A	0%	See attached 431 Price List Breakdown
Prime: M&D Distributors Contact: Matt Shrader Phone: 713-928-5686	N/A	0%	See attached 431 Price List Breakdown
Prime: Mohawk MFG & Supply Co. Contact: Robert Brown Phone: 847-647-9350	N/A	0%	See attached 431 Price List Breakdown
Prime: Neopart Transit Contact: Kere Frey Phone: 303-881-9649	N/A	0%	Non-Responsive

*Indicates certified DBE or SLDBE firm that will contribute to the project's participation goal

Prime Firm Name	Required Items								
	LA Uniform Public Work Bid	Non Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Participant Info	Affidavit of Fee Disposition	Addenda
Kenworth of Louisiana	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Cummins Sales and Service	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Southern Coach Parts Company	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Romaine Electric Corporation	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Kirk's Automotive Inc	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Texas Alternator Starter Service	Y	Y	Y	Y	Y	Y	Y	N/A	Y
M&D Distributors	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Mohawk MFG & Supply Co.	Y	Y	Y	Y	Y	Y	Y	N/A	Y
Neopart Transit	Y	N	N	N	N	N	N	N/A	N

Review and verification of the above required forms, the below listed vendor is hereby found responsive to this procurement.

Vendor Name: Mohawk MFG & Supply Co and Kenworth of Louisiana.

Certified by: Name and Title Adonis C. Expose', Contract Administrator II

Procurement Personnel Only

Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination	Responsible Determination					
			Certifications /Licenses	Facilities/ Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required
Kenworth of Louisiana	N/A	Y	N/A	Y	Y	Y	16	Y	N/A
Cummins Sales and Service	N/A	Y	N/A	Y	Y	Y	102	Y	N/A
Southern Coach Parts Company	N/A	Y	N/A	Y	Y	Y	75	Y	N/A
Romaine Electric Corporation	N/A	Y	N/A	Y	Y	Y	100	Y	N/A
Kirk's Automotive Inc	N/A	Y	N/A	Y	Y	Y	75	Y	N/A
Texas Alternator Starter Service	N/A	Y	N/A	Y	Y	Y	47	Y	N/A
M&D Distributors	N/A	Y	N/A	Y	Y	Y	78	Y	N/A

Mohawk MFG & Supply Co.	N/A	Y	N/A	Y	Y	Y	63	Y	N/A
Neopart Transit	N/A	N	N/A	N	Y	N	39	N	N/A

Review and verification of the above "checked" forms, the below listed vendor is hereby found responsible for award of this procurement.

Vendor Name: Mohawk MFG & Supply Co and Kenworth of Louisiana.

Certified by: Name and Title Adonis C. Expose', Contract Administrator II

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO KENWORTH OF LOUSIANA and MOHAWK MFG & SUPPLY CO FOR THE SUPPLY OF GENERAL BUS PARTS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, a company is needed that can supply machines that have the capability to test fluids in vehicles during Preventative Maintenance Inspections; and

WHEREAS, the staff issued an Invitation for Bid (IFB) 2021-002 for the acquisition of general bus parts for our entire bus fleet; and

WHEREAS, nine (9) bids were received and one (1) bid was deemed non-responsive after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

WHEREAS, the staff held a public bid opening and Kenworth of Louisiana and Mohawk MFG & Supply Co. were determined responsive after the completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and

WHEREAS, staff evaluated over 400 cost components submitted by vendors and determined that two (2) vendors were needed to provide these items and the prices are fair and reasonable; and

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WHEREAS, it is the opinion of the RTA Board of Commissioners that establishing a contract for the supply of bus parts will positively impact our operation to acquire parts in a timely fashion; and

WHEREAS, funding for the above stated project is made available through, local funding for a total cost of TWO MILLION FIVE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND ZERO CENTS ($2,552,522.00)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Kenworth of Louisiana and Mohawk MFG & Supply Co.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___ DAY OF _____ .

_____
FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-083 **Finance Committee**

On-Call Architectural/Engineering Services - Small Business Enterprise

DESCRIPTION: Request Board Authorization to Award a Contract to Asakura Robinson, Batture, LLC, Gaea Consultants, Gotech, Inc., Infinity Engineering Consultants, LLC, Integrated Logistical Support, Inc., Julien Engineering, Manning Architects, MSMM Engineering, Inc., and Pivotal Engineering for On-Call Architectural/Engineering Services - Certified Small Business Enterprise	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to the following firms for On-Call Architectural/Engineering Enterprises (A/E) which are Small Business Enterprises (SBE): Asakura Robinson, Battue, LLC, Gaea Consultants, Gotech, Inc., Infinity Engineering Consultants, LLC, Integrated Logistical Support, Inc., Julien Engineering, Manning Architects, MSMM Engineering, Inc., and Pivotal Engineering.

ISSUE/BACKGROUND:

The Infrastructure Department has determined a need to solicit for on-call architectural and engineering services for RTA's small engineering needs.

DISCUSSION:

The goal of this project is to have On-Call A/E certified SBE firms available to quickly respond to RTA's engineering needs. RTA received fourteen respondents to this RFP, thirteen were compliant, the highest seven scores were selected, because four firms were tied at seven, ultimately ten firms were selected. The selected firms will be required to perform engineering services needed for projects. The RTA will notify the A/E firm in writing to undertake a specific task order. After execution of an agreement, the Procurement Department will issue a formal Notice to Proceed that contains a Task Order authorizing the task and maximum not-to-exceed cost, for which the A/E may commence work. The A/E Firm shall commence the services for the specified tasks within ten (10) days after receipt of notification. This list will be active for five (5) years. A Firm's selection as the On-Call SBE Firm will not guarantee that the firm will receive project assignments. Staff will determine based on the project need when to solicit professional design services on a project specific basis. These contracts will not preclude an On-Call Firm or the team of firms from competing on other RTA solicitations.

FINANCIAL IMPACT:

Funding for these contracts will be made available through 1280002.7070.173 and other sources as tasks are identified.

NEXT STEPS:

Upon RTA Board approval, staff will assign a task order as needed.

ATTACHMENTS:

1. Board Resolution
2. Procurement Summary
3. Technical Evaluation Score Sheet

Prepared By: Rose Quezergue - rquezergue@rtaforward.org
Title: Infrastructure Project Manager II

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Planning and Infrastructure

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

6/7/2021

Alex Wiggins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD A ASAKURA ROBINSON, BATTURE, LLC., GAEA CONSULTANTS, GOTECH, INC., INFINITY ENGINEERING CONSULTANTS,LLC., INTEGRATED LOGISTICAL SUPPORT, INC., JULIEN ENGINEERING, MANNING ARCHITECTS, MSMM ENGINEERING, INC., AND PIVOTAL ENGINEERING FOR ON-CALL ARCHITECTURAL/ENGINEERING SERVICES-CERTIFIED SMALL ENTERPRISE

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Infrastructure Department has determined a need to solicit for on-call architectural and engineering services for the Regional Transit Authority (RTA) engineering needs; and

WHEREAS, the goal of this project is to have On-Call A/E certified SBE firms available to quickly respond to RTA's small engineering needs; and

WHEREAS, the RTA received fourteen respondents to this RFP, thirteen were compliant, the highest seven scores were selected, because four firms were tied at seven, ultimately ten firms were selected; and

WHEREAS, the selected firms will be required to perform engineering services needed for projects. The RTA will notify the A/E firm in writing to undertake a specific task order; and

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WHEREAS, after execution of an agreement, the Procurement Department will issue a formal Notice to Proceed that contains a Task Order authorizing the task and maximum not-to-exceed cost, for which the A/E may commence work; and

WHEREAS, the A/E Firm shall commence the services for the specified tasks within ten (10) days after receipt of notification; and

WHEREAS, these contracts will stay active for five (5) years; and

WHEREAS, a Firm's selection as the On-Call SBE Firm will not guarantee that the firm will receive project assignments; and

WHEREAS, staff will determine based on the project need when to solicit professional design services on a project specific basis; and

WHEREAS, this contract will not preclude an On-Call Firm or the team of firms from competing on other RTA solicitations; and

WHEREAS, the funding for this contract will be made available through account #1280002.7070.173 and other sources as tasks are identified; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a Contract to Asakura Robinson, Batture, LLC, Gaea Consultants, Gotech, Inc., Infinity Engineering Consultants, LLC, Integrated Logistical Support, Inc., Julien Engineering, Manning Architects, MSMM Engineering, Inc., and Pivotal Engineering for On-Call Architectural/Engineering Services – Certified Small Business Enterprise.

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THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE 2021.

_____
FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

PROCUREMENT SUMMARY-RFQ 2020-035

REQUIREMENTS

A Solicit Request Routing Sheet for Professional A/E On-Call Services-Small Business with attached scope of work was received by Procurement from Executive Office on January 20, 2021.

There was a SBE goal of 100% established ffror this solicitation per the RTA Routing Sheet.

Procurement Policy:
There is no Cost Estimate for this solicitation as task will be assigned as needed and selection will be made on price for that specific task. In compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:
More than one responsive and responsible offeror can meet the solicitation requirements. Specifications are not complete, adequate, and discussion will be needed to address technical requirements, award will be made two the top highest scoring professional service firms based on qualifications. Therefore, the RFQ method of solicitation is selected as the method of procurement.

SOLICITATION

Request for Qualification (RFQ) No. 2020-035 Public Notice was published in the The Advocate. The Public Notice and the RFQ 2020-035 were posted on the RTA website beginning 2/4/21. The RFQ submittal deadline was 3/4/21 at 2:00pm.

RFQ SUBMITTAL

Submittal deadline was 3/4/21 at 2:00pm. Adonis C Expose' handled the receipt of all submissions received. Fourteen (14) submissions were received. Submittal Log attached to Summary.

DETERMINATION

Fourteen (14) Proposals were received. One (1) proposal was determinded non-responsive due to not submitting any of the required documents.

SUBMITTAL ANALYSIS

Respondents	Required Forms
Manning Architects	ALL SUBMITTED
Infinity Engineering	ALL SUBMITTED
VGP, LLC	ALL SUBMITTED
GOTECH, Inc	ALL SUBMITTED
Wingate Engineers	ALL SUBMITTED
MSMM Engineering	ALL SUBMITTED
Modus Inc	ALL SUBMITTED
WTAA Engineers	Non-responsive
Integrated Logistical Support Inc	ALL SUBMITTED
Julien Engineering	ALL SUBMITTED
Pivotal Engineering	ALL SUBMITTED
Batture LLC	ALL SUBMITTED
Gaea Consultants	ALL SUBMITTED
Asakura Robinson	ALL SUBMITTED

SUMMARY
An Administrative Review was prepared by Adonis C. Expose', Contract Administrator II. SBE Items sent to DBE Liaision for review.

The Technical Evaluation Committee meeting was held on April 28, 2021 at 11:00 AM in the RTA Board Room.

The Technical Evaluation Committee was selected and authorized by CFO, Gizelle Johnson-Banks and was comprised of:

Rose Quezergue
Fred Roberts
John Dilosa
Dwight Norton

The Technical Evaluation Committee scoring was as follows:

Asakura Robinson	345
Batture LLC	329
Gaea Consultants	341
GOTECH, Inc	346
Infinity Engineering	340
Integrated Logistical Support Inc	329
Julien Engineering	329
Manning Architects	329
Modus Inc	325
MSMM Engineering	344
Pivotal Engineering	336
VGP, LLC	327
Wingate Engineers	297

Recommended for award to the top 10 scoring firms for on-call services on an as need bases, based on technical evaluation of the proposals.

Technical Evaluation Committee Scoring Sheet

Professional Architectural & Engineering On-Call Services – Small Business Enterprise

RFQ #2020-035

SUMMARY OF EVALUATION CRITERIA AND MAXIMUM POINTS

					TOTAL POINTS
Asakura Robinson	80	88	88	89	345
Batture LLC	80	77	80	92	329
Gaea Consultants	85	83	80	93	341
GOTECH Inc	93	78	80	95	346
Infinity Engineering Consultants LLC	85	72	88	95	340
Integrated Logistical Support Inc	85	78	70	96	329
Julien Engineering	87	75	80	87	329
Manning Architects	81	74	93	81	329
Modus Inc	84	69	86	86	325
MSMM Engineering Inc	85	86	80	93	344
Pivotal Engineering	80	76	85	95	336
VGP LLC	81	80	85	81	327
Wingate Engineers	78	71	70	78	297
	EVALUATOR # 1	EVALUATOR # 2	EVALUATOR # 3	EVALUATOR # 4	

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New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-084 **Finance Committee**

ENO Maintenance Building - Exterior Envelope Repair

DESCRIPTION: The roof structure is to have a waterproof coating applied and all penetrations (roof boots) replaced	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to C.D.W. Services LLC for the Scope of Work designated as Base Bid and Alternative 1 on the Louisiana Bid Form for the total amount $580,000.

ISSUE/BACKGROUND:

Due to limited funding, the ENO Maintenance Building Exterior Repair was eliminated during the bid process in 2018 and only the repair to the Administration Building was offered for public bid. The 68,000 square feet of roof area for the maintenance building has many sources for water intrusion. The metal roof does not require replacement but requires that a coating is applied. Roof flashing will be replaced which is approximately 870 linear feet. The penetrations of the roof will receive new boots. Parapet cap is to be replaced. Lightning protection to be repaired and installed. Two vertical ladders for roof access are to be repaired.

DISCUSSION:

An engineering package which details the scope of work has been completed by CDM Smith Architects Inc. These drawings and specifications were the documents provided to potential bidders by way of the RTA ProcureWare System. The funding available will be sufficient for items designated as base bid that includes roof coating, system flashing, expansion joints, center high bay and roof accessories. Additionally, the scope will include the alternate 1, that includes sheet metal parapet cap replacement and lighting protection per the Engineering Package.

FINANCIAL IMPACT:

The construction funding is being made available by the following sources:
LA040045.1050.117111, LA 2016-019.1132.114402B and LA 2019-016.1132.117208.
Total from all three sources is $747,495.51.

NEXT STEPS:

Upon RTA Board approval, an award letter will be issued to CDW Services, LLC and a purchase order will be requested.

ATTACHMENTS:

1. Board Resolution
2. Louisiana Uniform Public Work Bid Form
3. Scope of Work
4. CDM Smith Base Bid Description of Work

Prepared By: Fred Roberts, froberts@rtaforward.org
Title: Project Manager

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Planning and Infrastructure

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

6/7/2021

Alex Wiggins
Chief Executive Officer

Date

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: New Orleans Regional Transit Authority'

2817 Canal Blvd.
New Orleans, La 70119

(Owner to provide name and address of owner)

BID FOR: Exterior Envelope Repairs at ENO Maintenance Building

3900 Desire Parkway
New Orleans, La 70126

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CDM Architects Inc./CDM Smith and dated: March 15, 2021
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1-3/31/21, 2-4/12/21.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

FOUR HUNDRED TWENTY-SIX THOUSAND Dollars ($ 426,000.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 Add Alternate for sheet metal parapet cap replacement and lightning protection and ladder replacement for the lump sum of:

ONE HUNDRED FIFTY-FOUR THOUSAND Dollars ($ 154,000.00)

Alternate No. 2 Add Alternate for gutter and downspouts and internal gutter replacement for the lump sum of:

EIGHTY-NINE THOUSAND Dollars ($ 89,000.00)

Alternate No. 3 Add Alternate for exterior panel cleaning, gasket repair, window sealing and masonry cleaning and sealing for the lump sum of:

FIFTY-NINE THOUSAND Dollars ($ 59,000.00)

NAME OF BIDDER: C.D.W. Services LLC

ADDRESS OF BIDDER: 721 Papworth Ave, Ste 101, Metairie, LA 70005

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 45228

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Christopher Walker

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE: 04/15/21

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
**** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: New Orleans Regional Transit Authority
2817 Canal Blvd.
New Orleans, Louisiana 70119

(Owner to provide name and address of owner)

BID FOR: Exterior Envelope Repairs at ENO Maintenance Building
3900 Desire Parkway
New Orleans, Louisiana 70126

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	SF	Roof Coating $3.80/sf	$3.80/sf

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	LF	Roof System Flashing $18.00/sf	$18.00/sf

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE $18.00/sf	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	1	LF	Expansion Joint at either side of Central High Bay	$18.00/sf

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	1	Each	Roof accessories (Boots) $110.00 each	$110.00 each

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

CERTIFICATE OF AUTHORITY OF LIMITED LIABILITY COMPANY

Date: April 15, 2021

The undersigned (the "Members") hereby certify that the Members are all of the members of C.D.W. SERVICES, L.L.C. (the "Company") or all of the members or managers of the Company required by the Company's articles of organization or operating agreement or contract to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a]ignited liability company or domestic limited liability company, as such terms are defined in La. R. S. 12:1301, organized under the laws of the State of Louisiana and registered with the Louisiana Secretary of State in accordance with La. R.S. 12:1301, et seq., or a foreign limited liability company authorized to do business in the State of Louisiana pursuant to a certificate of authority issued by the Louisiana Secretary of State pursuant to La. R.S. 12:1342, et seq,

The Members hereby authorize, name, constitute and appoint:

CHRISTOPHER D. WALKER (referred to as "Authorized Individual" whether one or more, with any one of them having full authority to act alone on behalf of the Company) for and in the name and on behalf of the Company to do the following, until written instructions to the contrary are provided by the Company;

i) Authority to conduct, manage, and transact the business and affairs for and on behalf of the Company; to purchase, sell, transfer, and convey or to mortgage real estate and to receive the price thereof, in the name of the Company, on such terms and conditions as said Authorized Individual shall deem proper in said Authorized individual's sole and uncontrolled discretions, and receive and receipt for rents and proceeds thereof as the same shall fall due; to make, sign and execute in name of the Company, all acts, whether of sale, mortgage, lease, re-lease, contract, compromise, covenant, deed, assignment, agreement, tax returns or otherwise, that shall' or may be requisite or necessary; or containing such terms, conditions and provisions as said Authorized Individual shall deem fit and proper and bind the Company thereby as firmly as if same were or had been its own proper act and deed; to ask, demand, have, take, sue for and by all lawful ways and means to recover and receive of and from all and every persons, firms or Company, all and every sum' of money, goods, debts, property and effects whatsoever, that now is or are or may hereafter be in his, her, their or its custody or possession, due, owing, coming or belonging to the Company, whether by bills, notes, book-debts, accounts, consignments, or for and by any reasons or means whatsoever, and to that end with whom it may concern, to accept and settle all accounts, and upon recovery and receipt, the premises to make and give good and sufficient discharge and acquaintances; to appear before all courts of law, and there to do, prosecute and defend, as occasion shall require, or to compromise, compound and agree in the premises, by arbitration or otherwise, as the said Authorized Individual shall in said Authorized Individual's discretion, think fit, also to apply for and obtain all and any attachments, sequestrations, injunctions and appeals, or give the requisite security and sign the necessary bonds; negotiate, settle, and compromise any and *all* causes of action associated to the damaging of any property described herein; to receive and receipt any and all proceeds thereof and to execute any and all documents or compromise agreements or settlement agreements in association therewith; and generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite or necessary in the premises, as in the sole discretion of said Authorized Individual may seem requisite or proper, all as fully, amply and effectually, and to all intents and purposes with the same validity as if all and every such act, matter or thing, were or had been particularly stated, expressed and especially provided for, or as the Company could or might do if personally present; also with full power of substitution and revocation;, and the said Company hereby agrees to ratify and confirm all and whatsoever the said Authorized Individual shall lawfully do or cause to be done by virtue of this Certificate of Authority.

ii) Further, Authorized Individual is hereby authorized and empowered to appear before a Notary Public to sign and execute on behalf of the Company any and all documents necessary to perform the within described acts which he in his sole discretion shall deem necessary and proper. The Company and all members thereof shall be bound by all instruments, documents, agreements, and other writing executed by the Authorized Individual.

iii) Further, that any and all action taken by Authorized Individual in Connection with this Certificate of Authority is hereby ratified and confirmed.

iv) All persons, firms or corporations shall be entitled to rely on the authority granted herein to the Authorized Individual unless or until written instructions to the contrary signed by the Members are received by them.

CHRISTOPHER D. WALKER, Managing Member

Bid Bond

AIA® Document A310™ – 2010

CONTRACTOR:
(Name, legal status and address)
C.D.W. SERVICES, LLC
721 Papworth Avenue, Suite 101
Metairie, LA 70005

SURETY:
(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Rd., Suite 100
Louisville, KY 40223

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

New Orleans Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

BOND AMOUNT: FIVE PERCENT (5%) OF AMOUNT BID **Dollars**

PROJECT:
(Name, location or address, and Project number, if any) **ENO Maintenance and Office Buildings Exterior Envelope Repairs, 3900 Desire Parkway, New Orleans, LA 70126; IFB #2020-021**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th day of April , 2021**

Dasha Osborne
(Witness)

Sherry Janssen
(Witness)

C.D.W. SERVICES, LLC
(Principal) *(Seal)*

(Title)

Lexon Insurance Company
(Surety) *(Seal)*

Anthony Currera
(Title) Anthony Currera, Attorney-in-fact

Countersigned: Anthony Currera
Anthony Currera Louisiana Licensed Agent #99546

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

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061110

SOMPO INTERNATIONAL
INSURANCE

2632

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Anthony Currera, Alexander J. Ellsworth, Kathryn Moore, Norma Toups** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1954 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of April, 2021.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Scope of Work/Services

Title of Project: Exterior envelope repair of the Maintenance Building located at 3900 Desire Parkway, New Orleans, LA 70126.

I. Introduction

The RTA is seeking proposals for the performance of work to waterproof the roofing on its New Orleans East Maintenance Building.

II. Background

The original exterior envelope repair package developed by CDM Smith addressed all sources of water intrusion to the facility. The building has 68,380 square feet. Due to the large scope only the leak paths from the roof structure will be in this bid package.

III. Overview of Scope of Work

The project will address roof coating of 68,000 square feet, 870 linear feet of flashing, 240 linear feet of expansion joints and replacement of 46 each roof penetrations (boots). Parapet cap to be replaced. Repair and reinstall lightning protection system. Repair two ladders.

IV. General Requirements:

A pre-bid mandatory site visit is required in order to bid. Due to the COVID-19 environment, the site visit will be limited to two individuals at any on-site (RTA properties) meetings. Please follow social distancing of six feet and avoid direct contact with persons and surfaces. **COVID-19 PPE is required (facemask and gloves).** At contractor's own cost and expense, contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local and OSHA authorities and departments relating to the scope of work. Contractor shall secure and obtain all Occupational licenses, Proof of Insurance, permits and certifications. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, notify the RTA Procurement Department. All work shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with bid.

V. Construction Schedule:

The project is to be completed in 180 calendar days. It shall commence with a notice to proceed and the substantial completion shall be within the 180-day schedule.

SUBMITTED BY:_____

DEPARTMENT:_____

Base Bid Description of Work	Quantities	Units	Unit Cost	Extended Cost
NORTA ENO MAINTENANCE BUILDING BASE BID				
Roofing System				
Roof Coating	68,380	SF	$6.45	$441,051.00
Roof System Flashing	870	LF	$5.91	$5,141.70
Expansion Joints and Center High Bay	240	LF	$69.87	$16,768.80
Roof Accessories (Boots)	46	LF	$338.62	$15,576.52
Subtotal Work				$478,538.02
Escalation 10%				$47,853.80
General Conditions, Overhead & Profit 25%				$119,634.51
Contingency 12%				$57,424.56
Total Estimate of Base Bid (ENO Maintenance Building)				**$703,450.89**

Note: SF & LF probable Costs are estimates for budget purposes only. Unit costs have also been included for specialty items.

Budget should include contingency number. Contingency covers market fluctuations including labor & construction material and is not provided as a risk management tool.

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO C.D.W. SERVICES, LLC FOR THE SCOPE OF WORK DESIGNATED AS BASE ITEM IN THE LOUISIANA UNIFORM PUBLIC BID FORM

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, due to limited funding, the ENO Maintenance Building Exterior Repair was eliminated during the bid process in 2018 and only the repair to the Administration Building was offered for public bid; and

WHEREAS, the 68,000 square feet of roof area for the maintenance building has many sources for water intrusion; and

WHEREAS, the metal roof does not require replacement but requires that a coating eliminated is applied. Roof flashing will be replaced which is approximately 870 linear feet; and

WHEREAS, the penetrations of the roof will receive new boots. Parapet cap is to be replaced

.

WHEREAS, lightning protection to be repaired and installed. Two vertical ladders for roof access are to be repaired

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WHEREAS, an engineering package which details the scope of work has been completed by CDM Smith Architects Inc.; and

WHEREAS, these drawings and specifications were the documents provided to potential bidders by way of the RTA ProcureWare System; and

WHEREAS, the funding available will be sufficient for items designated as base bid that includes roof coating, system flashing, expansion joints, center high bay and roof accessories; and

WHEREAS, additionally the scope will include the alternate 1, that includes sheet metal parapet cap replacement and lighting protection per the Engineering Package; and

WHEREAS, the construction funding is being made available by the following sources; LA040045.1050.117111, LA2016-019.1132.114402B and LA2019-016.1132.117208. total from all three sources is $747,495.51; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a Contract to C.D.W. Services, LLC for the Scope of Work designated as Base Bid and Alternate 1 items in the Louisiana Uniform Public Bid Form.

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THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE, 2021.

_____
FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-086 **Finance Committee**

Canal Street Ferry Terminal Project Amendment Request to Woodward-APC's Contract

DESCRIPTION: Requesting Board Authorization to Amend Woodward-APC's contract to include additional repair work to the Jackson Avenue Barge	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to amend Woodward-APC's contract to include additional Jackson Ave. Barge repair work to the Canal Street Ferry Terminal project.

ISSUE/BACKGROUND:

In March 2021, C&C Marine, sub-contractor to Woodward-APC, was issued a notice to proceed with modifying the Jackson Ave. Barge into the Canal Street Ferry Terminal (CSFT) project's Temporary Berthing. As part of C&C's scope, C&C completed an Ultrasonic Thickness (UT) test to determine if the barge had sustained any significant losses in thickness. The UTI test yielded that large sections of the hull beneath the waterline had sustained losses of over 25% to 30% of its original thickness.

MiNO, marine engineer subcontracted to Infinity, reviewed the UT test results and stated since these losses were over allowable industry standard thresholds, that it is recommended diminished sections of hull be removed and replaced in order for the barge to be seaworthy.

DISCUSSION:

Due to the excessive percentage of hull thickness loss, if repairs are not performed, then the barge would be at an unacceptable level of risk for capsizing and/or sinking due to hull failure. Repairs are required to eliminate all safety risks and bring the barge into a seaworthy state. According to the Marine Engineer MiNO, the barge's seaworthiness applies to both short term use and long- term use, so repairs will be required even for Temporary Berthing use.

According to MiNO and Dupont-LeCorgne, there are two reasons the UT test could not have been performed prior to dry docking. The first was due to hazardous liquids and gases discovered in multiple barge chambers. These compartments were required to be cleaned during dry docking to safely perform the UT test. The second was due to testing accuracy. A visual inspection was required to accurately determine locations for data points, which is not possible while the barge is in water.

FINANCIAL IMPACT:

Total cost for this work is $224,976.69 rough order of magnitude to complete the additional repairs,

and will be funded through Grant LA 2017-019.12.23.06, which has an available balance of $300,000.00.

NEXT STEPS:

Upon Board approval, staff will amend Woodward-APC's contract to include repair work in their contract.

During the performance of this contract, staff will conduct ongoing dialogue to the Board during the project development.

ATTACHMENTS:

1. Board Resolution
2. PCCOR #026 R1
3. Royal Cost Analysis and Recommendation to Approve
4. MiNO Recommendation to Approve
5. Independent Cost Estimate
6. C&C Marine Hull Diminution Survey (UT Test Report)
7. Photos

Prepared By: Stephen Mitchell, smitchell@rtaforward.org
Title: Infrastructure Project Manager

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy Chief of Planning and Infrastructure

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

6/8/2021

Alex Wiggins Date

Chief Executive Officer

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

REQUEST TO AUTHORIZATION TO AMEND WOODWARD-APC'S CONTRACT TO INCLUDE ADDITIONAL REPAIR WORK TO THE JACKSON AVENUE BARGE

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, in March 2021, C&C Marine, sub-contractor to Woodward-APC, was issued a notice to proceed with modifying the Jackson Ave. Barge into the Canal Street Ferry Terminal (CSFT) project's Temporary Berthing; and

WHEREAS, part of C&C's scope, C&C completed an Ultrasonic Thickness (UT) test to determine if the barge had sustained any significant losses in thickness; and

WHEREAS, the UTI test yielded that large sections of the hull beneath the waterline had sustained losses of over 25% to 30% of its original thickness; and

WHEREAS, MiNO, marine engineer subcontracted to Infinity, reviewed the UT test results and stated since these losses were over allowable industry standard thresholds, that it is recommended diminished sections of hull be removed and replaced in order for the barge to be seaworthy; and

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WHEREAS, due to the excessive percentage of hull thickness loss, if repairs are not performed, then the barge would be at an unacceptable level of risk for capsizing and/or sinking due to hull failure. Repairs are required to eliminate all safety risks and bring the barge into a seaworthy state; and

WHEREAS, according to the Marine Engineer MiNO, the barge's seaworthiness applies to both short term use and long- term use, so repairs will be required even for Temporary Berthing use; and

WHEREAS, according to MiNO and Dupont-LeCorgne, there are two reasons the UT test could not have been performed prior to dry docking; and

WHEREAS, the first was due to hazardous liquids and gases discovered in multiple barge chambers. These compartments were required to be cleaned during dry docking to safely perform the UT test. The second was due to testing accuracy; and

WHEREAS, a visual inspection was required to accurately determine locations for data points, which is not possible while the barge is in water; and

WHEREAS, the total cost for this work is $224,976.69 rough order of magnitude to complete the additional repairs, and will be funded through Grant LA 2017-019.12.23.06, which has an available balance of $300,000.00; and

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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorization to amend Woodward-APC's contract to include additional repair work to the Jackson Avenue Barge.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE, 2021.

_____

FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

PCCOR #026

Woodward/APC, A Joint Venture
1000 South Norman C. Francis Parkway
New Orleans, Louisiana 70125
Phone: (504) 822-6443

Project: 1001 - RTA Canal Street Ferry Terminal Project
54 Canal Street (Intersection of Convention Center Blvd. & Canal Street)
New Orleans, Louisiana 70130
Phone: (504) 822-6443

Prime Contract Change Order Request #026: CE #076 - Revisions to Temporary Barge Scope of Work Based on 05/03/21 Shipyard Meeting

TO:	Regional Transit Authority 2817 Canal Street New Orleans Louisiana, 70119	**FROM:**	Woodward/APC, A Joint Venture 1000 S Jefferson Davis Parkway New Orleans Louisiana, 70125
DATE:	5/7/2021	**ATTN:**	Stephen Mitchell ***(Regional Transit Authority)***
CHANGE ORDER REQUEST NUMBER / REVISION:	026 / 1	**PRIME CONTRACT CHANGE ORDER:**	None
STATUS:	Pending - In Review	**CREATED BY:**	Tom Abernathy **(Woodward Design+Build, LLC)**
SCHEDULE IMPACT:	51 days	**DATE CREATED:**	5 /4/2021
		TOTAL AMOUNT:	$ 224,976.69

CHANGE ORDER REQUEST TITLE: CE #076 - Revisions to Temporary Barge Scope of Work Based on 05/03/21 Shipyard Meeting

CHANGE ORDER REQUEST DESCRIPTION:
CE #076 - Revisions to Temporary Barge Scope of Work Based on 05/03/21 Shipyard Meeting
Revision 1 - 05/07/2021

This change order request is for additional work requested by the RTA during the 05/03/21 meeting at the shipyard. At the meeting twelve new non-electrical work items were identified. These are listed below.

The pricing from C&C Marine Repair is for the twelve scope change items. The attachment has a pricing breakdown by Item Number. Note the electrical scope changes will be priced in a separate change order request.

Item No. 1: Crop & renew (C/R) lower half of formed side and bilge knuckle for barge length (shoreside)
Item No. 2: C/R lower half of formed transom and bilge knuckle for barge width (downriver end)
Item No. 3: C/R slope sheet and 3'-00" of #1 bottom for barge width (upriver end)
Item No. 4: C/R (1) 3/8" x 6'-0" x 10'-0" section of flat bottom (on C/L, forward of midship)
Item No. 5: Gouge and weld 725'-0" of longitudinal and transverse bottom weld seams
Item No. 6: Blast and paint sides and ends below water line and flat bottom
Item No. 7: Seal-off all penetrations and skip-welds in beams in way of ramp recess
Item No. 8: Remove, furnish, and install steel door and frame at entrance to machinery space
Item No. 9: Eliminate all trip hazards along main deck
Item No. 10: Crop (2) areas of spill containment and above deck piping – cap piping below deck, insert deck penetrations
Item No. 11: Straighten and re-weld all above-deck vent piping
Item No. 12: Furnish and install 13 additional anodes

ATTACHMENTS:

CCMR Change Order 1 Itemized Pricing.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
044	Regional Transit Authority	CE #076 - Revisions to Temporary Barge Scope of Work Based on 05/03/21 Shipyard Meeting	0 days	$224,976.69
			Total:	**$ 224,976.69**

CHANGE ORDER REQUEST LINE ITEMS:

PCCOR #026

PCO: 044

#	Cost Code	Description	Type	Amount
1	35-35600.00 - Barge Rehabilitation	Crop & renew (C/R) lower half of formed side and bilge knuckle for barge length	Subcontract	$ 66,744.00
2	35-35600.00 - Barge Rehabilitation	C/R lower half of formed transom and bilge knuckle for barge width	Subcontract	$ 17,680.00
3	35-35600.00 - Barge Rehabilitation	C/R slope sheet and 3'-00" of #1 bottom for barge width	Subcontract	$ 43,800.00
4	35-35600.00 - Barge Rehabilitation	C/R (1) 3/8" x 6'-0" x 10'-0" section of flat bottom	Subcontract	$ 5,148.00
5	35-35600.00 - Barge Rehabilitation	Gouge and weld 725'-0" of longitudinal and transverse bottom weld seams	Subcontract	$ 14,500.00
6	35-35600.00 - Barge Rehabilitation	Blast and paint sides and ends below water line and flat bottom	Subcontract	$ 25,002.90
7	35-35600.00 - Barge Rehabilitation	Seal-off all penetrations and skip-welds in beams in way of ramp recess	Subcontract	$ 5,248.75
8	35-35600.00 - Barge Rehabilitation	Remove, furnish, and install steel door and frame at entrance to machinery space	Subcontract	$ 3,837.50
9	35-35600.00 - Barge Rehabilitation	Eliminate all trip hazards along main deck	Subcontract	$ 3,900.00
10	35-35600.00 - Barge Rehabilitation	Crop (2) areas of spill containment and above deck piping – cap piping below deck, insert deck penetrations	Subcontract	$ 6,750.00
11	35-35600.00 - Barge Rehabilitation	Straighten and re-weld all above-deck vent piping	Subcontract	$ 2,275.00
12	35-35600.00 - Barge Rehabilitation	Furnish and install additional anodes	Subcontract	$ 1,690.00
			Subtotal:	$196,576.15
			Payment and Performance Bond: ≈ 0.55% Applies to all line item types.	$ 1,073.31
			Pollution, RR, GL, BR, WC, Excess & Auto Insurance: ≈ 4.57% Applies to all line item types.	$ 8,979.60
			Drayage: ≈ 0.18% Applies to all line item types.	$ 344.01
			Subcontractor Risk Management: ≈ 0.68% Applies to Subcontract.	$ 1,338.68
			Contractor Fee: 8.00% Applies to all line item types.	$ 16,664.94
			Grand Total:	**$224,976.69**

Imbrie Packard (Royal Engineers and Consultants, LLC)
4298 Elysian Fields Ave Suite B
New Orleans Louisiana 70122

Regional Transit Authority
2817 Canal Street
New Orleans Louisiana 70119
Stephen Mitchell

Woodward/APC, A Joint Venture
1000 S Jefferson Davis Parkway
New Orleans Louisiana 70125
Lane M. Louque

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

TEMPORARY BOARDING BARGE REFURBISHMENT					
C&C MARINE AND REPAIR ITEMIZED PRICING (CHANGE ORDER 1)					
ITEM NO. 1: SHORESIDE SIDE SHELL RENEWAL					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Crop/renew (C/R) lower half of formed side and bilge knuckle for barge length	pound	$ 4.00	16,686	$ 66,744.00	New steel in way of voids to be coated with zinc pre-construction primer (only)
			Subtotal:	$ 66,744.00	
ITEM NO. 2: DOWNSTREAM SHELL RENEWAL					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
C/R lower half of formed transom and bilge knuckle for barge width	pound	$ 4.00	4,420	$ 17,680.00	New steel in way of voids to be coated with zinc pre-construction primer (only)
			Subtotal:	$ 17,680.00	
ITEM NO. 3: UPSTREAM SLOPE SHEET RENEWAL					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
C/R slope sheet and 3'-0" of #1 bottom for barge width	pound	$ 4.00	8,575	$ 34,300.00	New steel in way of voids to be coated with zinc pre-construction primer (only)
C/R skeg in way of slope sheet renewal	each	$ 4,750.00	2	$ 9,500.00	New steel in way of voids to be coated with zinc pre-construction primer (only)
			Subtotal:	$ 43,800.00	
ITEM NO. 4: FLAT BOTTOM RENEWAL (ON CENTERLINE, FORWARD OF MIDSHIP)					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
C/R 6'-0" x 10'-0" section of flat bottom on centerline, forward of midship	pound	$ 4.00	1,287	$ 5,148.00	New steel in way of voids to be coated with zinc pre-construction primer (only)
			Subtotal:	$ 5,148.00	
ITEM NO. 5: BOTTOM WELD SEAM REPAIRS					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Gouge and weld longitudinal and transverse bottom weld seams	feet	$ 20.00	725	$ 14,500.00	
			Subtotal:	$ 14,500.00	
ITEM NO. 6: RENEW REMAINING EXTERNAL COATINGS					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Blast and paint sides and ends of barge below water line and flat bottom	square feet	$ 3.90	6,411	$ 25,002.90	Price includes required paint and thinner
			Subtotal:	$ 25,002.90	
ITEM NO. 7: SEAL ALL PENETRATIONS IN WAY OF RAMP RECESS					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Seal all penetrations and skip-welds in beams in way of ramp recess	hour	$ 65.00	80.75	$ 5,248.75	
			Subtotal:	$ 5,248.75	
ITEM NO. 8: MACHINERY ROOM DOOR REPLACEMENT					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Non-water tight steel door and frame	lump sum	$ 1,725.00	1	$ 1,725.00	
Remove and replace steel door	hour	$ 65.00	32.5	$ 2,112.50	
			Subtotal:	$ 3,837.50	
ITEM NO. 9: TRIP HAZARD ELIMINATION					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Eliminate all trip hazards on deck (misc. couplings, defunct electrical penetrations, etc.)	hour	$ 65.00	60	$ 3,900.00	
			Subtotal:	$ 3,900.00	
ITEM NO. 10: REMOVE (2) SPILL CONTAINMENT AREAS ON DECK					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Various pipe fittings to cap below-deck pipelines	lump sum	$ 835.00	1	$ 835.00	
Cut and cap pipelines in way of spill containments; subsequently insert deck	hour	$ 70.00	84.5	$ 5,915.00	Hourly rate includes miscellaneous consumables and steel
			Subtotal:	$ 6,750.00	
ITEM NO. 11: VOID VENTS					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Straighten and re-weld (13) vents along main deck	hour	$ 65.00	35	$ 2,275.00	
			Subtotal:	$ 2,275.00	

TEMPORARY BOARDING BARGE REFURBISHMENT
C&C MARINE AND REPAIR ITEMIZED PRICING (CHANGE ORDER 1)

ITEM NO. 12: ANODES					
ITEM	UNIT	UNIT PRICE	QTY	TOTAL	NOTES
Zinc anode	each	$ 48.75	13	$ 633.75	
Anode installation	hour	$ 65.00	16.25	$ 1,056.25	
			Subtotal:	$ 1,690.00	

C&C MARINE AND REPAIR TEMPORARY BOARDING BARGE REFURBISMENT SCHEDULE

WEEK BEGINNING:

Work No.	Work Description	3/29/2021	4/5/2021	4/12/2021	4/19/2021	4/26/2021	5/3/2021	5/10/2021	5/17/2021	5/24/2021	5/31/2021	6/7/2021	6/14/2021	6/21/2021	6/28/2021	7/5/2021	7/12/2021	7/19/2021	7/26/2021	8/2/2021	8/9/2021	8/16/2021	8/23/2021	8/30/2021
Weather Days	Miscellaneous: Weeks with weather days (days lost given in cell)				(4) days		(1) day																	
Holidays	Miscellaneous: Weeks with holidays (holiday given in cell)										5/31/2021					7/5/2021								
Shifting	Transportation and Receiving Barge	Shifting																						
101	Hull & Supporting Structure, Inspection			101																				
102	Side Shell Plate, Refurbishment						102																	
103	Structural Repairs & Modifications							103																
104 - 105	Mooring Yoke Structure, Refurbishment			104 - 105																				
300	Electrical Work Items										300													
501	Fendering Extensions, Refurbishment							501															501	
502	Mooring Bitt, Modification								502															
503	Side Shell Fendering, Refurbishment			503								503											503	
504	Hydraulic System, Refurbishment			504																				
505	Vehicle Ramp Lifting Device, Demolition				505																			
506	Vehicle Ramp Pipe Supports, Fabricate & Install					506																		
507	Handrail Deck Connections, Fabricate & Install							507																
601	Superstructure, Demolition		601																					
602	Superstructure Deck Stools, Demolition		602																					
605	Manholes, Refurbishment								605															
606	Cathodic Protection, Refurbishment																		606				606	
607 - 611	Renew External Coatings																				607 - 611			
800	Engineering, Inspections and Testing Work Items																							800
Item No.	**Change Order Description**	**3/29/2021**	**4/5/2021**	**4/12/2021**	**4/19/2021**	**4/26/2021**	**5/3/2021**	**5/10/2021**	**5/17/2021**	**5/24/2021**	**5/31/2021**	**6/7/2021**	**6/14/2021**	**6/21/2021**	**6/28/2021**	**7/5/2021**	**7/12/2021**	**7/19/2021**	**7/26/2021**	**8/2/2021**	**8/9/2021**	**8/16/2021**	**8/23/2021**	**8/30/2021**
1	Shoreside Side Shell Renewal													1										
2	Downstream Shell Renewal														2									
3	Upstream Slope Sheet Renewal									3														
4	Flat Bottom Renewal (on C/L, forward of midship)									4														
5	Bottom Weld Seam Repairs											5												
6	Renew Remaining External Coatings																			6				
7	Seal All Penetrations in Way of Ramp Recess														7									
8	Machinery Room Door Replacement																8							
9	Trip Hazard Elimination																9							
10	Remove (2) Spill Containment Areas on Deck																10							
11	Void Vents																11							
12	Additional Anodes																	12				12		

Note No. ***Note Description***

1 Commence work - Tuesday, 4/6/21

2 Kickoff meeting = Monday, 4/12/21

3 Air-test hull inserts = Weeks of 7/19, 7/26

4 External coatings report = Issue week of 8/16

5 Change order Items 1 - 12 must be approved by Thursday (5/20) or schedule, as presented, will not longer be valid

Tom Abernathy

From: Michael Alfortish <michael.alfortish@ccmrepair.com>
Sent: Friday, May 14, 2021 10:35 AM
To: Tom Abernathy
Subject: Unit Price Breakdown

Tom,

Please see below for the breakdown of (2) unit prices provided for Change Order 1:

1. Items 1 – 4: Cropping and Renewing Various Sections of Hull Plating
    a. Unit Rate = $4.00 / #
        i. Steel (plate & structure) = $0.92 / #
        ii. Consumables (welding / cutting gases, welding rods / wire, etc.) = $0.18 / #
        iii. Pre-fabrication (NC-cutting, bending, etc.) = $0.55 / #
        iv. Crop old sections from barge = $0.65 / #
        v. Fit new sections to barge = $0.90 / #
        vi. Weld = $0.80 / #

Please note that, due to current volatility in steel prices, steel prices have already increased since we submitted the proposed costs for Change Order 1. Even with the increased steel price, we will honor our original quote if Change Order 1 is approved by Thursday, May 20th.

2. Item 6: Renew Remaining External Coatings
    a. Unit Rate = $3.90 / square foot
        i. Blast barge = $0.55 / sf
        ii. Paint barge = $0.85 / sf
        iii. Paint & thinner = $1.15 / sf
        iv. Consumables (blast media, power, natural gas, misc. paint supplies) = $1.35 / sf

Please let me know if you have any questions.

Best,
Michael

NEW ORLEANS CORPORATE
4298 Elysian Fields Ave, Ste. B
New Orleans, LA 70122
P: 504.283.9400
F: 504.283.9001

BATON ROUGE OFFICE
14635 S. Harrell's Ferry Road, Ste. 6D
Baton Rouge, LA 70816
P: 225.751.4643
F: 225.448.3480

LAFAYETTE OFFICE
1231 Camellia Blvd.
Lafayette, LA 70508
P: 337.456.5351
F: 337.456.5356

May 21, 2021

Regional Transit Authority
Attn: Stephen Mitchell
2817 Canal Street
New Orleans Louisiana 70119
Sent Via Email: Stephen.Mitchell@transdev.com

Subject: RTA Canal Street Ferry Terminal
Change Order Request #026
Recommendation for Approval

Dear Stephen:

Royal Engineers & Consultants LLC (Royal) in conjunction with Dupont LeCorne Construction Consultants (DLCC) have reviewed the above referenced Change Order Request from Woodward APC and recommend acceptance of this Change Order Request for $224,976.69.

Summary:
This Change Order Request is for additional rehabilitation work for of the Temporary Boarding Barge based on additional work requested by the RTA during the 05/03/21 meeting at the shipyard and based on the Ultrasonic Thickness Inspection (UTI) test to determine if the barge had sustained any significant losses in thickness. The UTI test yielded that large sections of the hull beneath the waterline had sustained losses of over 25% to 30% of its original thickness.

The scope of work for the change order includes the following:

- Item No. 1: Crop & renew (C/R) lower half of formed side and bilge knuckle for barge length (shoreside)
- Item No. 2: C/R lower half of formed transom and bilge knuckle for barge width (downriver end)
- Item No. 3: C/R slope sheet and 3'-00" of #1 bottom for barge width (upriver end)
- Item No. 4: C/R (1) 3/8" x 6'-0" x 10'-0" section of flat bottom (on C/L, forward of midship)
- Item No. 5: Gouge and weld 725'-0" of longitudinal and transverse bottom weld seams
- Item No. 6: Blast and paint sides and ends below water line and flat bottom
- Item No. 7: Seal-off all penetrations and skip-welds in beams in way of ramp recess

- Item No. 8: Remove, furnish, and install steel door and frame at entrance to machinery space
- Item No. 9: Eliminate all trip hazards along main deck
- Item No. 10: Crop (2) areas of spill containment and above deck piping – cap piping below deck, insert deck penetrations
- Item No. 11: Straighten and re-weld all above-deck vent piping
- Item No. 12: Furnish and install 13 additional anodes.

Engineer's Review:
Infinity and MiNo, marine engineer subcontracted to Infinity, reviewed the scope included in the COR and confirmed that all these items are all changes to the original scope of work for the Temporary Barge Repair outlined in RFP 002. MiNo, marine engineer subcontracted to Infinity, reviewed the UTI results and stated since these losses were over allowable industry standard thresholds, that it is recommended that sections of hull that are greater than 25% diminished be removed and replaced. If repairs are not completed, the barge is at risk for capsizing and/or sinking due to hull failure. A meeting was held on 5/7/2021 with RTA's Project Manager, RTA's Marine division, Labmar, Royal, and MiNo to discuss the scope further in detail and jointly agreed the work was necessary to protect the general public and ensure and safe and secure temporary boarding barge.
The breakdown of quantities included in this change order have been provided by C&C and reviewed and approved by Mino and Royal. The quantities provided match the replacement sheet steel and the 40% of supporting steel estimated was confirmed by Mino as industry standard and demonstrated in photos and further explanation.

Cost Review:
Royal and DLCC have reviewed the costs and recommend approval based on the estimate provided. We have verified that this change order meets the minimum criteria for approval set by the RTA including:

1. That the Change Order does not include any apparent errors
2. That all back-up is included where appropriate
3. That insurances, overhead, and profit are reasonable

Mino, RTA, Royal, and DLCC performed reviews of the quantities provided and requested the quantities and unit pricing to be broken down clearly to see exactly how it was priced. Mino performed their own quantity takeoff which was sent to the contractor to explain the discrepancies. A meeting held on 5/20/2021 including the contractor, C&C, MiNo, Royal and the RTA reviewed the additional breakdown provided and concluded that the quantities were in fact justified based on the 40% miscellaneous steel being industry standard and confirmed by MiNo for this work.

DLCC performed a review of the unit price of $4.00 per pound of steel for removing and replacing the steel including the reinstallation of miscellaneous support steel was reasonable. DLCC contacted two steel suppliers and determined that the base cost of the steel material only was in line with current market conditions, and that a recent $100/ton price increase for plate steel was just issued and that new escalations were imminent for the supporting structural. DLCC also contacted a steel erector to review the grooving

and rewelding unit rate and determined that the production rate was reasonable as well as the labor hour rate for the welder. C&C provided a schedule of the additional work within the overall schedule of the barge repairs.

Outcome of Review:
From these comments the contractor provided reasonable backup for items requesting additional backup. The COR was deemed to be reasonable, the quantities confirmed as accurate, and the pricing in accordance with industry standards.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

ROYAL ENGINEERS & CONSULTANTS, LLC

Imbrie Packard
Lead Architect and Project Manager

Mitchell, Stephen

From: Brett Hubrig <brett@minomarine.com>
Sent: Thursday, May 13, 2021 12:49 PM
To: Mitchell, Stephen
Cc: Imbrie Packard; Rachel Kenney; Ruiz-Garcia, Jose; Rick Dupont; Richard Heausler; Kenneth Humphreys
Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Steve,

For a barge intended for service as a ferry landing, I would characterize the hull repairs identified during the site visit on 05/03/2021 as necessary. And, I would agree that these repairs are required for temporary use, but the term "temporary use" can be somewhat disingenuous. The project refers to the Jackson Avenue barge as the temporary barge and used for temporary service, but the Jackson Avenue barge will be the landing used until the Canal Street barge is delivered—it may be temporary, but the Jackson Avenue barge is the ferry landing until it isn't.

The UT survey (hull diminution) is absolutely good marine practice and among the most common methods used along with visual inspection when determining the extent of hull repairs when vessels are in drydock. The allowable limit set for the amount of measureable hull corrosion/pitting (steel wastage) was 25% of the original hull thickness, which also conforms with US Coast Guard's NAVIGATION AND VESSEL INSPECTION CIRCULAR NO. 7-68 (Notes on Inspection and Repair of Steel Hulls), which in part reads…

> *(C) CORROSION LIMITS - GENERAL*
> *Service experience of the classification society, which forms the basis for their rules on the construction of ships, indicates that for most portions of a vessel, without other weakening factors, a local thickness deterioration of up to about 25 percent may be accepted before replacement is necessary. This is based in part on the condition usually found aboard ship that all structural members do not deteriorate uniformly. This means, in the application of this percentage, considerable judgement is called for depending upon the location and extent of wasted material. Localized wastage of some portions of plates or structural members in excess of 25 percent may be accepted in many cases, if the condition of the adjacent material is sufficiently good to maintain an adequate margin of strength. In these instances, careful attention should be given that a local deterioration does not result in a radical change in section or general weakening which could act as a notch. On the other hand, there may be instances where either general or localized wastages of less than 25 percent would call for replacement of material. These exceptions are dealt with in paragraphs (D) through (G) and in the discussions of the individual major hull components.*

The frequency of shots/gauges along the port and starboard side shell, and the hull bottom that exceeded the 25% wastage warrant the scope to crop and renew the sections of hull plate identified during the site visit. Which is to say that the repairs are required per the approved Statement of Work (350300). Coincidently, these hull repairs not only check the box for the immediate objective to use the Jackson Avenue as the ferry landing until the Canal Street landing is delivered, but the hull repairs made now (i.e. crop/renew steel and blast/paint) also extends the service life of the barge in general.

And, the scope to crop/renew steel is consistent with the comment, "RTA has been very clear that we should only be doing work necessary for temporary use, and not long term", as the scope to crop/renew focuses on the sections of the hull where the measurements exceeded the 25% limit. More long term repairs would have taken into account those measurements which were less than 25%.

That being said, the owner has the authority to decline/amend the hull repairs as this is an uninspected vessel, but the UT data and the visual inspection indicate that the amount of steel wastage along the side shell and hull bottom requires some degree of refurbishment. And, the extent of steel to crop/renew estimated by C&C corresponds with the existing condition of the hull.

Conversely, the bare minimum hull repairs would be to patch the holes found in the side shell and waive the blast/paint as well. Which is where the risk calculation becomes significant. The probability that the landing's seaworthiness becomes an issue is relatively higher with the bare minimal repairs compared to crop/renew steel estimated by C&C.

Keep in mind that the barge must maintain a specific draft condition to facilitate embarking passengers. The hull repairs noted above provides a reliable degree of confidence that the landing's seaworthiness will remain intact, notwithstanding an incident. However, the reliability that the existing hull condition will remain watertight with the bare minimal hull repairs is the calculation. And, should the Jackson Avenue barge sustain flooding as a result of steel wastage while it is operating as a ferry landing, then there should be some expectation as well to discontinue ferry landing service to make corrective maintenance repairs on site, as opposed to doing the preventative maintenance now to minimize the probability and frequency of corrective maintenance while the Jackson Avenue barge is in service.

Should the RTA have further inquiries about the hull repairs please let me know.

Kind regards,

Brett Hubrig
Project Engineer & Shipyard Liaison
MiNO Marine
504.218.8162 (o)

From: Mitchell, Stephen [mailto:smitchell@rtaforward.org]
Sent: Thursday, May 13, 2021 8:33 AM
To: Rick Dupont <rick@dupontlecorgne.com>; Brett Hubrig <brett@minomarine.com>; Mitchell, Stephen <smitchell@rtaforward.org>; Richard Heausler <rheausler@labmarferry.com>
Cc: Imbrie Packard <ipackard@royalengineering.net>; Rachel Kenney <rkenney@infinityec.com>; Ruiz-Garcia, Jose <jruizgarcia@rtaforward.org>
Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Thank you Brett,

I'm confused as we understood differently at our meeting last week. I raised a similar question and was told that these repairs were required for temporary use.... What information is needed to evaluate safety risk? Woodward-APC is requesting an additional 7 weeks on top of the current delay....

FTA has been very clear that we should only be doing work necessary for temporary use, and not long term.

Steve

-------- Original message --------
From: Rick Dupont <rick@dupontlecorgne.com>
Date: 5/12/21 7:53 PM (GMT-06:00)

To: Brett Hubrig <brett@minomarine.com>, "Mitchell, Stephen" <smitchell@rtaforward.org>
Cc: Imbrie Packard <ipackard@royalengineering.net>, Rachel Kenney <rkenney@infinityec.com>, "Ruiz-Garcia, Jose" <jruizgarcia@rtaforward.org>
Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Brett

Thanks for the quick turnaround and excellent summary of our conversation.

Rick

Sent from my Galaxy

-------- Original message --------
From: Brett Hubrig <brett@minomarine.com>
Date: 5/12/21 6:11 PM (GMT-06:00)
To: "Mitchell, Stephen" <smitchell@rtaforward.org>
Cc: Imbrie Packard <ipackard@royalengineering.net>, Rachel Kenney <rkenney@infinityec.com>, "Ruiz-Garcia, Jose" <jruizgarcia@rtaforward.org>, Rick Dupont <rick@dupontlecorgne.com>
Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Steve,

I received a call from Rick Dupont this afternoon regarding the UT inspection performed on the Jackson Avenue barge. Rick had a few questions about the whether the scope to crop and renew steel is more of a short-term fix (1 – 2 years) to satisfy the duration of temporary service, or is the scope to crop and renew steel sufficient for extended service (5+ years). Rick also asked if the hull repairs could be postponed to a date after temporary service to minimize the impact to schedule and price to the current repair availability.

My understanding of the extent of steel to crop and renew is not a short-term fix, but rather a quantitative approach to repair the hull for an extended period and in keeping with industry standards.

And, the question about postponing the hull repairs seems more of a risk calculation than interpreting the UT test data. For instance, the UT test data alone is only one data point. The original steel plate thickness, condition of hull coatings and anodes, the type of water (fresh or salt) the vessel operates in, and the type of service are all relevant factors.

I am available to continue the conversation about the hull repairs with Rick and others via a Teams meeting or a site visit.

Attachment: NVI UT Report PONTOON B REV 1 - SIGNED

Kind regards,

Brett Hubrig

Project Engineer & Shipyard Liaison

MiNO Marine

504.218.8162 (o)

From: Brett Hubrig
Sent: Friday, May 07, 2021 2:50 PM
To: Rick Dupont <rick@dupontlecorgne.com>
Cc: Imbrie Packard <ipackard@royalengineering.net>; Rachel Kenney <rkenney@infinityec.com>; Mitchell, Stephen <smitchell@rtaforward.org>
Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Rick,

The maximum allowable diminution criteria used for the Jackson Avenue barge was 25% of the original steel plate thickness. For the below Items 1 through 4, the original steel thickness was 0.375 inches (3/8”), which means any measurements (gauges) taken that were less than 0.28125 inches failed the allowable limits set forth for corrosion/pitting.

The original drawings for the Jackson Avenue barge (Pontoon B), reference ‘Plans for the Purchase of Pontoon Barges for the Mississippi River Bridge Authority of the State of Louisiana’, are dated 1976.

Kind regards,

Subject: RE: COR 026 - Additional Work on the Jackson Avenue Barge while at the shipyard

Steve and Rachel,

Please see the following review comments of the new Work Items identified in, "CE #076 - Revisions to Temporary Barge Scope of Work Based on 05/03/21 Shipyard Meeting":

Item No. 1: Crop & renew (C/R) lower half of formed side and bilge knuckle for barge length (shoreside).

Item No. 1 is recommended.

C/R lower half of formed (starboard) side and knuckle coincides with the UT Report (UT-321-0711); reference 'Page 1' and NVI sketch on PDF page 11.

Approximately 95% of the hull gauges that exceeded the maximum allowable diminution (25% of the original steel thickness) are located at or below the lower half of the side shell.

Recommend that the shipyard confirm that the, "lower half of formed side", is equivalent to 3'-3" up from lower knuckle.

Item No. 2: C/R lower half of formed transom and bilge knuckle for barge width (downriver end).

Item No. 2 is recommended.

C/R lower half of formed transom and knuckle coincides with the UT Report (UT-321-0711); reference 'Page 4' and NVI sketch on PDF page 19.

Approximately 97% of the hull gauges that exceeded the maximum allowable diminution (25% of the original steel thickness) are located at or below the lower half of the transom.

Recommend that the shipyard confirm that the, "lower half of formed side", is equivalent to 3'-6" up from baseline.

Item No. 3: C/R slope sheet and 3'-00" of #1 bottom for barge width (upriver end).

Item No. 3 is recommended.

C/R slope sheet and 3' of #1 bottom coincides with the UT Report (UT-321-0711); reference Page '3-1' and NVI sketch on PDF page 17.

Recommend confirming with the shipyard that Item No. 3 includes C/R the shell plate for the port and starboard skeg features in way of the raked bow.

Item No. 4: C/R (1) 3/8" x 6'-0" x 10'-0" section of flat bottom (on C/L, forward of midship).

Item No. 4 is recommended.

C/R 6' x 10' section of bottom plate on C/L forward of midships coincides with the UT Report (UT-321-0711); reference 'Page 3-1' and sketch of gauges found on PDF page 19. Item No. 4 will repair wasted steel in way of hull gauge numbers 84 through 90, all of which exceeded the maximum allowable diminution.

Item No. 5: Gouge and weld 725'-0" of longitudinal and transverse bottom weld seams.

Item No. 5 is recommended.

Although the UT report does not specifically address weld seams, after the visual inspection of the underwater body performed on 05/03/2021 the scope of work covered by Item No . 5 is appropriate.

Item No. 6: Crop fenders and extensions from forward and aft ends of river-facing side of barge – Included in original scope.

MiNO: No comment.

Item No. 7: Crop longitudinal beams near fenders and extensions in Item No. 5 - – Included in original scope.

MiNO: No comment.

Item No. 8: Blast and paint sides and ends below water line and flat bottom.

Item No. 8 is recommended.

The data from the UT report confirms that there is significant corrosion/pitting at and below the waterline. Although the above Item Nos. 1 through 5 provides the necessary steel remediation, the original scope does not account for any underwater coatings. All of the steel remediation covered by Item Nos. 1 through 5 must be blasted and painted. And, given the extent of hull steel corrosion below the waterline it is good marine practice to blast and paint the underwater body in its entirety for: (1) preventative maintenance to extend the life of the existing/new steel, and (2) the cleaning/blasting process provides the necessary substrate profile for the new coating system to adhere to.

Item No. 9: Seal-off all penetrations and skip-welds in beams in way of ramp recess.

Item No. 9 is questionable. Defer to LABMAR to confirm whether Item No. 9 is necessary.

Sealing-off all penetrations includes the holes located across the top as well.

Item No. 10: Remove, furnish, and install steel door and frame at entrance to machinery space.

Item No. 10 is recommended.

Item No. 11: Eliminate all trip hazards along main deck.

Item No. 11 is recommended.

Note that the SOW (350300-1), Work Item 602, includes removal of four (4) deck stools. Likewise, recommend confirming with the shipyard that Item No. 11 is for tripping hazards other than these four (4) deck stools.

Item No. 12: Crop (2) areas of spill containment and above deck piping – cap piping below deck, insert deck penetrations.

Item No. 12 is recommended.

Item No. 13: Straighten and re-weld all above-deck vent piping.

Item No. 13 is recommended.

Item No. 14: Furnish and install additional anodes (if necessary) - $130.00 per added Anode (Not included in COR total).

Note that the SOW (350300-1), Work Item 606, includes twenty (20) zinc anodes (22 pounds each). Likewise, recommend confirming with the shipyard that Item No. 14 is for anodes exceeding the twenty (20) per the SOW.

Kind regards,

Brett Hubrig

Project Engineer & Shipyard Liaison

MiNO Marine

504.218.8162 (o)

From: Imbrie Packard [mailto:ipackard@royalengineering.net]
Sent: Wednesday, May 05, 2021 2:02 PM
To: Rachel Kenney <rkenney@infinityec.com>; Brett Hubrig <brett@minomarine.com>

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Canal Street Ferry Terminal RFQ# 2019-007

Date of Estimate: 5/20/2021

Description of Goods/Services:

Additional Repairs to the Jackson Ave. Barge

___ 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 $ (224,976.69)

The preceding independent cost estimate was prepared by:

Stephen Mitchell	5/20/2021
Name	Date

INDEPENDENT COST ESTIMATE
PCCOR 026 - Addiotnal Temporary Berthing Work
CANAL STREET FERRY TERMINAL PROJECT

#	DESCRIPTION	RATE	UNIT	QUANTITY	EXTENDED	NOTES
1	Crop & renew (C/R) lower half of formed side and bilge knuckle for barge length	3.75	per lb.	16686	62,572.50	Similar work was competively bid and established in Woodward-APC's Contract RFQ 2019-006 , Amend. #004 (PCCOR #12). Rate is based on C&C's bided rate in February 2021. Rate is less due to rise in steel costs since the bid.
2	C/R lower half of formed transom and bilge knuckle for barge width	3.75	per lb.	4420	16,575.00	Similar work was competively bid and established in Woodward-APC's Contract RFQ 2019-006 , Amend. #004 (PCCOR #12). Rate is based on C&C's bided rate in February 2021. Rate is less due to rise in steel costs since the bid.
3	C/R slope sheet and 3'-00" of #1 bottom for barge width	3.75	per lb.	8575	32,156.25	Similar work was competively bid and established in Woodward-APC's Contract RFQ 2019-006 , Amend. #004 (PCCOR #12). Rate is based on C&C's bided rate in February 2021. Rate is less due to rise in steel costs since the bid.
4	C/R (1) 3/8" x 6'-0" x 10'-0" section of flat bottom	3.75	per lb.	1287	4,826.25	Similar work was competively bid and established in Woodward-APC's Contract RFQ 2019-006 , Amend. #004 (PCCOR #12). Rate is based on C&C's bidded rate in February 2021. Rate is less due to rise in steel costs since the bid.
5	Gouge and weld 725'-0" of longitudinal and transverse bottom weld seams	108.00	per hr	120	12,960.00	Welding price taken from Bollinger competivie pricing submitted in PCCOR #012 Bollinger quoted $54 per hr. C&C anticipated 15 days (120 hrs). Assuming two welders, =$54 * 2 persons * 8 hrs/day * 15 days.
6	Blast and paint sides and ends below water line and flat bottom	5.75	per sq.ft	6411	36,863.25	Rate taken from Pointer Smith contract. As poles are roughly 16,200 sq.ft of area, and bid item was $2, unit rate is $5.75 per sq.ft. Note: Work is similar, but one is sand blasting and painting an OCS Pole, while this is sandblasting and painting a barge hull which is different.
7	Seal-off all penetrations and skip-welds in beams in way of ramp recess	108.00	per hr	80.75	8,721.00	Welding price taken from Bollinger completive pricing submitted in PCCOR #012 Bollinger quoted $54 per hr. C&C anticipated 15 days of work. Assuming two welders, = $54 * 2 persons * 8 hrs./day * 15 days
8	Remove, furnish, and install steel door and frame at entrance to machinery space	58.00	per hr.	32.5	1,885.00	Rate is taken from A&A price, a sub to Woodward-APC, for similar work. Rate is price for a Foreman per hour
9	Eliminate all trip hazards along main deck	58.00	per hr.	60	3,480.00	Rate is taken from A&A price, a sub to Woodward-APC, for similar work. Rate is price for a Foreman per hour
10	Crop (2) areas of spill containment and above deck piping – cap piping below deck, insert deck penetrations	58.00	per hr.	84.5	4,901.00	Rate is taken from A&A price, a sub to Woodward-APC, for similar work. Rate is price for a Foreman per hour
11	Straighten and re-weld all above-deck vent piping	108.00	per hr.	35	3,780.00	Welding price taken from Bollinger completive pricing submitted in PCCOR #012 Bollinger quoted $54 per hr. C&C anticipated 15 days of work. Assuming two welders, = $54 * 2 persons * 8 hrs./day * 15 days
12	Furnish and install additional anodes	300.00	per anode	13	3,900.00	Rate provided by Lamar, which Includes material and labor.
				Sub-Total	192,620.25	
				Steel Price Esculations (3%)	5,778.61	
				OH&P (8%)	1,540.96	
				Contingency (10%)	19,262.03	
				TOTAL COST	**219,201.84**	

C & C MARINE & REPAIR, INC.

PONTOON B

HULL DIMINUTION SURVEY

ABS Special Periodical Survey

PREPARED: APRIL 22, 2021

Prepared By:

Nondestructive & Visual Inspection

DONE RIGHT.

2449 West Park Ave.
Gray, LA 70359
1(985)876-5559 | www.nvindt.com

Certificate Number	**21-HOM-4641299-B**
Effective Date	23-FEB-2021
Expiry Date	22-FEB-2024
ABS Port Office	Houma
Company's Website	www.nvindt.com/

CERTIFICATE OF

Recognized Service Supplier

This is to certify that

NVI, Nondestructive & Visual Inspection, LLC

located at

2449 W Park Ave, Gray, LA 70359

having been audited by ABS and having given a satisfactory practical demonstration of the service listed below, is recognized by ABS as a Service Supplier to provide services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys.

Hull Gauging

Attached Certificate Appendix provides specific scope of approval, authorized personnel, manufacturer authorizations, and subcontractors.

It is the responsibility of the Service Supplier to employ, train and qualify persons in the service provided. If the service requires approval from manufacturers, the Service Supplier is responsible to maintain contact with the manufacturer and maintain any service manuals up to date. Where required by the category of service, the Service Supplier shall provide valid evidence that it is authorized or licensed by the equipment manufacturer to service the makes and models of equipment for which approval is sought. If approval from the manufacturer is not attained, a surveyor must be present at time of survey to continue work. Alternatively, current written instructions from the flag state are to be obtained to continue work without the surveyor present. Service Suppliers must present photo identification, evidence of qualification and authorizations from manufacturers, as applicable, at the time of service.

The ABS office issuing this certificate is to be kept updated with changes to the management of the company, its employees, equipment and models on the authorization list and any changes made.

ABS HOUMA

Lee Noel, Surveyor

TERMS AND CONDITIONS

The issuance and interpretation of this Certificate of Service Recognition (hereinafter referred to as "certificate") is subject to the following terms and conditions.

1. REPRESENTATIONS AS TO SERVICE RECOGNITION

The Certificate is a representation only that the specified Company has been audited by ABS and has given a satisfactory practical demonstration of the listed services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys and is issued solely for the use of ABS and its committees. The validity, applicability and interpretation of this certificate are governed by the Rules, Guides, or standards of ABS who shall remain the sole judge thereof.

2. RESPONSIBILITY AND LIABILITY

The Company is not a subcontractor of ABS and is not an agent of ABS for any purpose. The Company remains solely responsible for its equipment, the qualifications and competency of its personnel, the supervision of its personnel, and the safety of its personnel while performing its services. Nothing contained in this certificate or any letter or report issued in contemplation of this certificate shall be deemed to relieve Company or any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto, any right, remedy or claim hereunder; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

3. LIMITATION

ABS makes no representations beyond those contained herein regarding its reports, letters, audits, certificates or other services.

4. HOLD HARMLESS

The party to whom this certificate is issued, and his assignee and successor in interest, agree to indemnify and hold harmless ABS from and against any and all claims, demands, lawsuits, or actions for damages, including legal fees, to persons and property, tangible, intangible, or otherwise which may be brought against ABS incidental to, arising out of or in connection with the work done, services performed or material to be furnished under this certificate, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors.

Company shall defend, indemnify, and hold harmless ABS and its affiliates from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the service(s) offered by Company for which Company has sought recognition from ABS, infringes, violates, or misappropriates a valid third party patent, copyright, or other proprietary right, provided that Company is promptly notified in writing of such claim, and ABS has not reached any compromise or settlement in such action or made any admissions in respect of the same.

5. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of or relating to this certificate shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Company, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or difference under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief, other than punitive damages which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Company hereby mutually waive any and all claims to punitive damages in any forum. Company shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS' work in connection with this certificate and shall afford ABS an opportunity, at ABS' sole option, to participate in the arbitration.

6. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Company expressly agrees for itself and its affiliated companies that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within thirty (30) days after Company or its affiliates had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or demands of whatever nature are commenced within one year of the date of such notice to ABS.

7. LIMITATION OF LIABILITY

The combined liability of American Bureau of Shipping, its officers, employees, agents or subcontractors for any loss, claim, or damage arising from negligent performance or non-performance of any services under this Agreement, or from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, to any person, corporation, partnership, business entity, sovereign, country or nation, shall be limited to the greater of a) $100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient. The limitation of liability may be increased up to an amount twenty- five times that sum paid for services upon receipt of Company's written request at or before the time of performance of service and upon payment by Company of an additional fee of $10 for every $1,000.00 increase in the limitation.

8. ETHICS AND COMPLIANCE

Falsification of this certificate, including any alterations by an entity other than ABS, may result in actions against the culpable entity up to and including legal proceedings for the misrepresentation of this document. Measures may include but are not limited to the immediate and indefinite suspension of the certificate in question, delisting of the entity from ABS online certification database, and immediate restriction of use of the authorized ABS service logos. Upon investigation by ABS, ABS reserves the right to permanently disqualify the implicated entity or its Principals from holding any service certifications from ABS.

This certificate is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

APPENDIX TO ABS SERVICE SUPPLIER CERTIFICATION NO. 21-HOM-4641299-B

Scope of Approval, Limitations or Restrictions

Hull Gauging (non ESP Vessels)

Satelite Office Located: 200 West Cleveland Boulevard, Aransas Pass, TX 78336

Authorized Personnel

List of authorized personnel is maintained byExternal Specailaist

Quality Manager

Jason Good

Manufacturer's Authorizations

N/A

Subcontractor and Scope of Subcontracting Work

N/A

NOTE: This certificate evidences compliance with one or more of the Rules, Guides, standards or other criteria of the American Bureau of Shipping and is issued solely for the use of the Bureau. This certificate is a representation only that the Company has been assessed in accordance with ABS procedures and found capable of providing the listed service as limited by the associated recognition letter. This certificate is governed by the Terms and Conditions on the above page hereof and by the Rules, Guides or Standards of the American Bureau of Shipping, who shall remain the sole judge thereof.

Ship's Name:	*PONTOON B*
Call Sign:	*N/A*
Ship's Registry:	*N/A*
Type of Vessel:	*N/A*
Hull Number:	*N/A*
IMO Number:	*N/A*
Official Number:	*N/A*
Classification Society:	*ABS A-1*
Dimensions:	*Length: * Breadth: * Depth: **
Gross Tonnage:	*N/A*
Net Tonnage:	*N/A*
Date Built:	*N/A*
Place Built:	*Unknown*

ABS Certification

Hull Gauging Firm Certified By:	*ABS*
Certificate No.:	*21-HOM-4641299-B*
Certificate Date:	*23rd of February 2021 thru 22nd of February 2024*

Survey Information

Special Survey No.:	*N/A*
Date of First Measurement:	*22ND OF APRIL 2021*
Date of Last Measurement:	*22ND OF APRIL 2021*

Ultrasonic Thickness Equipment

Equipment Manufacturer:	*Olympus*
Model:	*DL-38 Plus*
Serial No.:	*161345808*
Date of Calibration:	*1/13/2021*
Probe Manufacturer:	*Olympus*
Model:	*D791-RM*
Type:	
Serial No.:	*1060722*
Calibration Block:	*A1018 Steel*
Type:	*5-Step Wedge (1/2")*
Serial No.:	*131224-30*
Couplant:	*Sonotrace*

Report No:	*UT-321-0711*	**Consisting of:**	*37*	**Sheets**
Operator:	*Jonathan Rosales, NVI LVL II*	**Surveyor:**		
Signature:		**Signature:**		

Nondestructive & Visual Inspection

DONE RIGHT.

Thickness Unit Calibration Certification

Manufacturer : Olympus
Model :
Calibration Date : 01/13/2021

ID : 000236
Serial Number : 161345808
Due Date : 01/13/2022

Reference Thickness (in.)	Allowed	Observed Thickness (in.)
0.100	0.100	0.095 to 0.105
0.200	.200	0.195 to 0.205
0.250	.250	0.245 to 0.255
0.300	.300	0.295 to 0.305
0.400	.400	0.395 to 0.405
0.500	.500	0.495 to 0.505
0.750	.750	0.745 to 0.755
1.00	1.000	0.995 to 1.005

Reference Sample Serial Number: **4 Step Carbon Steel Wedge: 131224-30**
5 Step Carbon Steel Wedge: 120733

Comments :

Calibrated By : Jaylen Larrabee

NVI, LLC CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN CALIBRATED BY STANDARDS TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST). THIS UNIT MEETS OR EXCEEDS THE MANUFACTURERS SPECIFICATIONS AND IS CALIBRATED AS PER NVI, LLC CALIBRATION PROCEDURES.

nvindt.com
Office 985 876 5559
Toll Free 877-NDT-NVI1
Fax 985 876 9355

CORPORATE OFFICE
2449 W. Park Ave
P.O. Box 1690
Gray, LA 70359

Aransas Pass, TX • Carthage, TX • Houston, TX
Odessa, TX • Lafayette, LA • New Iberia, LA
Sulphur, LA • Theodore, AL • Northglenn, CO Depew, NY •
Pittsburgh, PA

ISO

LWCC

KEIYU NDT SUPPLY COMPANY
1F., No.409, Sec. 6, Zhongxiao E. Rd., Nangang Dist., Taipei City 115, Taiwan (R.O.C.)
TEL: 886-2-26534530, 26546891 FAX: 886-2-26547597
E-Mail :sale@keiyu-ndt.com.tw Website: www.keiyu-ndt.com.tw

DATE: 2018/10/02

Maker Certification

THIS IS TO CERTIFY THAT THE **4 Step Test Block** SUPPLIED TO **WHOM IT MAY CONCERN** WERE INSPECTED AND QUALFIED BY **KEIYU NDT Supply QUALITY DEPT..** THOSE ITEMS WERE INSPECTED WITH THE INSTRUMENTS CALIBRATED BY SGS LTD.. THE STANDARDS USED TO PERFORM THIS CALIBRATION ARE TRACEABLE TO NML/ROC AND NIST/USA. THE CALIBRATION SYSTEM AND RECORDSARE IN COMPLIANCE WITH ISO/IEC GUIDE 25.

Purchase Order No.	Block Material	Type Of Block	S/N
4221BB	A1018 steel	4 step block	141024-58

Step Thickness inch	Actual Thickness inch	Tolerance inch	Remark
0.250	0.251	+0.001	
0.500	0.500	0	
0.750	0.751	+0.001	
1.000	1.001	+0.001	

James

Quality Control Inspector

Scanned with CamScanner

TABLE OF CONTENTS
C C MARINE AND REPAIR, INC.
PONTOON B

PAGE NO. AND FILE	DESCRIPTION	SHOT COUNT	AREA OF INTEREST
PAGE 01	SIDE SHELL PLATING, WIND AND WATER	57	YES
PAGE 01-1	SIDE SHELL PLATING, WIND AND WATER	51	YES
PAGE 02	DECK PLATING, MAIN DECK	128	
PAGE 02-1	DECK PLATING, MAIN DECK	38	
PAGE 03	BOTTOM PLATING, HULL	128	
PAGE 03-1	BOTTOM PLATING, HULL	59	YES
PAGE 04	TRANSOM PLATING, IWO AFT EPAK	30	YES
PAGE 05	W.T. T/V BHD PLATING, FRAME NO. 1, IWO VOID TANK NO. 1 CENTER	20	
PAGE 06	W.T. T/V BHD PLATING, FRAME NO. 19, IWO VOID TANK NO. 8 CENTER	20	
PAGE 07	W.T. T/V BHD PLATING, FRAME NO. 3, IWO WATER BALLAST TANK NO. 2	20	
PAGE 08	W.T. T/V BHD PLATING, FRAME NO. 8, IWO WATER BALLAST TANK NO. 4	20	
PAGE 09	W.T. T/V BULKHEAD PLATING, FRAME NO. 10, IWO VOID TANK NO. 5	20	
PAGE 10	W.T. T/V BULKHEAD PLATING, FRAME NO. 13, IWO VOID TANK NO. 5	20	
PAGE 11	W.T. T/V BHD PLATING, FRAME NO. 17, IWO WATER BALLAST TANK NO. 7	20	
PAGE 12	W.T. CL BHD PLATING, IWO WATER BALLAST TANK NO.'S 2, 4, AND 7	24	
PAGE 13	W.T. LONG BULKHEAD PLATING, IWO VOID TANK NO. 3	10	
PAGE 14	W.T. CL BULKHEAD PLATING, IWO VOID TANK NO. 5	6	
PAGE 15	W.T. CL BULKHEAD PLATING, IWO VOID TANK NO. 6	6	
	TOTAL SHOT COUNT	677	

REPORT NO.: **UT-321-0711**

CLASS IDENTITY NO.: *

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: SIDE SHELL PLATING

LOCATION OF STRUCTURE: WIND AND WATER

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD		DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%			IN	IN	%	PORT	STBD	IN	%	IN	%
SIDE SHELL PLATE	1	0.375	0.094	25%		0.368			0.007	1.9	S/S PLATE CONT	33	0.375	0.094	25%		0.382				
	2	0.375	0.094	25%		0.371			0.004	1.1	PIT	34	0.375	0.094	25%		0.290			0.085	22.7
	3	0.375	0.094	25%		0.362			0.013	3.5		35	0.375	0.094	25%		0.374			0.001	0.3
PIT	4	0.375	0.094	25%		0.280			0.095	25.3		36	0.375	0.094	25%		0.382				
	5	0.375	0.094	25%		0.381					PIT	37	0.375	0.094	25%		0.280			0.095	25.3
	6	0.375	0.094	25%		0.376						38	0.375	0.094	25%		0.370			0.005	1.3
PIT	7	0.375	0.094	25%		0.245			0.130	34.7		39	0.375	0.094	25%		0.369			0.006	1.6
	8	0.375	0.094	25%		0.380					PIT	40	0.375	0.094	25%		0.265			0.110	29.3
	9	0.375	0.094	25%		0.376						41	0.375	0.094	25%		0.374			0.001	0.3
PIT	10	0.375	0.094	25%		0.260			0.115	30.7		42	0.375	0.094	25%		0.371			0.004	1.1
PIT	11	0.375	0.094	25%		0.255			0.120	32.0	PIT	43	0.375	0.094	25%		0.270			0.105	28.0
	12	0.375	0.094	25%		0.380						44	0.375	0.094	25%		0.380				
PIT	13	0.375	0.094	25%		0.260			0.115	30.7		45	0.375	0.094	25%		0.372			0.003	0.8
	14	0.375	0.094	25%		0.375			0.000	0.0	PIT	46	0.375	0.094	25%		0.270			0.105	28.0
	15	0.375	0.094	25%		0.381						47	0.375	0.094	25%		0.381				
PIT	16	0.375	0.094	25%		0.300			0.075	20.0		48	0.375	0.094	25%		0.378				
	17	0.375	0.094	25%		0.377					PIT	49	0.375	0.094	25%		0.260			0.115	30.7
	18	0.375	0.094	25%		0.380						50	0.375	0.094	25%		0.369			0.006	1.6
PIT	19	0.375	0.094	25%		0.280			0.095	25.3		51	0.375	0.094	25%		0.380				
PIT	20	0.375	0.094	25%		0.255			0.120	32.0	PIT	52	0.375	0.094	25%		0.255			0.120	32.0
	21	0.375	0.094	25%		0.382					PIT	53	0.375	0.094	25%		0.260			0.115	30.7
	22	0.375	0.094	25%		0.377					PIT	54	0.375	0.094	25%		0.265			0.110	29.3
	23	0.375	0.094	25%		0.384					PIT	55	0.375	0.094	25%		0.260			0.115	30.7
	24	0.375	0.094	25%		0.376					PIT	56	0.375	0.094	25%		0.250			0.125	33.3
PIT	25	0.375	0.094	25%		0.275			0.100	26.7	PIT	57	0.375	0.094	25%		0.245			0.130	34.7
	26	0.375	0.094	25%		0.380					HOLE	58	0.375	0.094	25%		0.000			0.375	100.0
	27	0.375	0.094	25%		0.365			0.010	2.7											
	28	0.375	0.094	25%		0.380															
	29	0.375	0.094	25%		0.376															
	30	0.375	0.094	25%		0.380															
PIT	31	0.375	0.094	25%		0.265			0.110	29.3											
	32	0.375	0.094	25%		0.377															

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **58**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B** VESSEL DETAILS: *

STRUCTURAL MEMBER: SIDE SHELL PLATING

LOCATION OF STRUCTURE: WIND AND WATER

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
SIDE SHELL PLATE	1	0.375	0.094	25%	0.372		0.003	0.8		
	2	0.375	0.094	25%	0.380					
	3	0.375	0.094	25%	0.324		0.051	13.6		
PIT	4	0.375	0.094	25%	0.300		0.075	20.0		
	5	0.375	0.094	25%	0.369		0.006	1.6		
	6	0.375	0.094	25%	0.324		0.051	13.6		
	7	0.375	0.094	25%	0.372		0.003	0.8		
	8	0.375	0.094	25%	0.381					
	9	0.375	0.094	25%	0.330		0.045	12.0		
PIT	10	0.375	0.094	25%	0.275		0.100	26.7		
	11	0.375	0.094	25%	0.377					
PIT	12	0.375	0.094	25%	0.290		0.085	22.7		
	13	0.375	0.094	25%	0.382					
	14	0.375	0.094	25%	0.376					
PIT	15	0.375	0.094	25%	0.285		0.090	24.0		
	16	0.375	0.094	25%	0.369		0.006	1.6		
	17	0.375	0.094	25%	0.381					
	18	0.375	0.094	25%	0.375		0.000	0.0		
PIT	19	0.375	0.094	25%	0.260		0.115	30.7		
	20	0.375	0.094	25%	0.380					
	21	0.375	0.094	25%	0.374		0.001	0.3		
PIT	22	0.375	0.094	25%	0.270		0.105	28.0		
	23	0.375	0.094	25%	0.380					
PIT	24	0.375	0.094	25%	0.265		0.110	29.3		
	25	0.375	0.094	25%	0.390					
	26	0.375	0.094	25%	0.370		0.005	1.3		
	27	0.375	0.094	25%	0.344		0.031	8.3		
PIT	28	0.375	0.094	25%	0.290		0.085	22.7		
	29	0.375	0.094	25%	0.377					
	30	0.375	0.094	25%	0.309		0.066	17.6		
PIT	31	0.375	0.094	25%	0.300		0.075	20.0		
	32	0.375	0.094	25%	0.380					

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
S/S PLATE CONT	33	0.375	0.094	25%	0.328		0.047	12.5		
PIT	34	0.375	0.094	25%	0.265		0.110	29.3		
	35	0.375	0.094	25%	0.381					
	36	0.375	0.094	25%	0.343		0.032	8.5		
PIT	37	0.375	0.094	25%	0.270		0.105	28.0		
	38	0.375	0.094	25%	0.377					
	39	0.375	0.094	25%	0.322		0.053	14.1		
	40	0.375	0.094	25%	0.381					
	41	0.375	0.094	25%	0.374		0.001	0.3		
	42	0.375	0.094	25%	0.330		0.045	12.0		
PIT	43	0.375	0.094	25%	0.265		0.110	29.3		
	44	0.375	0.094	25%	0.377					
	45	0.375	0.094	25%	0.372		0.003	0.8		
	46	0.375	0.094	25%	0.381					
PIT	47	0.375	0.094	25%	0.270		0.105	28.0		
PIT	48	0.375	0.094	25%	0.285		0.090	24.0		
PIT	49	0.375	0.094	25%	0.305		0.070	18.7		
PIT	50	0.375	0.094	25%	0.300		0.075	20.0		
PIT	51	0.375	0.094	25%	0.275		0.100	26.7		

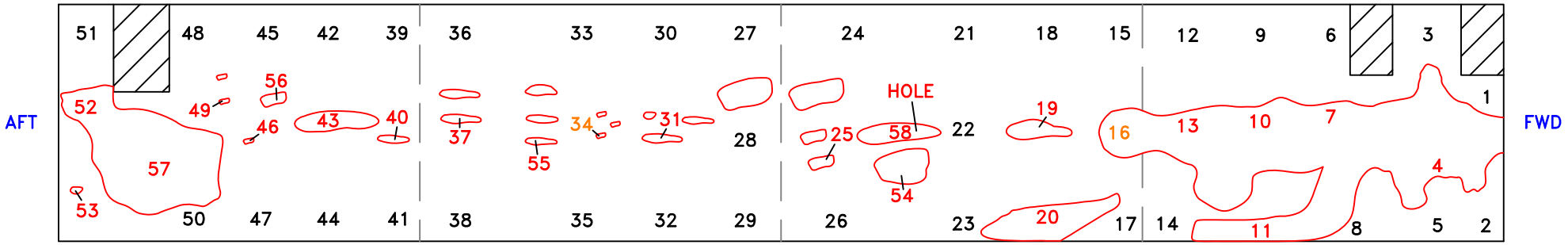
TECHNICIAN **JONATHAN ROSALES, NVI LVL II** NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **51**

OPERATOR'S SIGNATURE ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: SIDE SHELL PLATING, WIND AND WATER	DATE: 04/22/2021	PAGE: 01

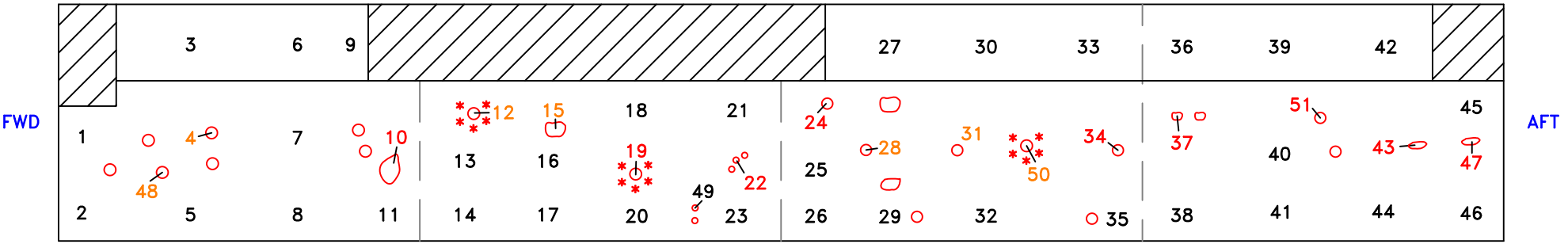
LOOKING INB

STBD SIDE



LOOKING INB

PORT SIDE



= CORROSION/PITTING

*REPRESENTATIVE PITTING UT'D

NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

Nondestructive & Visual Inspection, LLC

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: DECK PLATING

LOCATION OF STRUCTURE: MAIN DECK

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD		DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%			IN	IN	%	PORT	STBD	IN	%	IN	%
DECK PLATE	1	0.375	0.094	25%	0.370	0.381	0.005	1.3			DECK PLATE CONT	33	0.375	0.094	25%	0.374	0.372	0.001	0.3	0.003	0.8
	2	0.375	0.094	25%	0.368	0.384	0.007	1.9				34	0.375	0.094	25%	0.372	0.384	0.003	0.8		
	3	0.375	0.094	25%	0.378	0.378						35	0.375	0.094	25%	0.381	0.369			0.006	1.6
	4	0.375	0.094	25%	0.377	0.374			0.001	0.3		36	0.375	0.094	25%	0.370	0.370	0.005	1.3	0.005	1.3
	5	0.375	0.094	25%	0.373	0.381	0.002	0.5				37	0.375	0.094	25%	0.373	0.375	0.002	0.5	0.000	0.0
	6	0.375	0.094	25%	0.384	0.377						38	0.375	0.094	25%	0.369	0.368	0.006	1.6	0.007	1.9
	7	0.375	0.094	25%	0.382	0.390						39	0.375	0.094	25%	0.374	0.369	0.001	0.3	0.006	1.6
	8	0.375	0.094	25%	0.376	0.376						40	0.375	0.094	25%	0.381	0.372			0.003	0.8
	9	0.375	0.094	25%	0.381	0.382						41	0.500	0.125	25%	0.502	0.496			0.004	0.8
	10	0.375	0.094	25%	0.374	0.379	0.001	0.3				42	0.500	0.125	25%	0.498	0.495	0.002	0.4	0.005	1.0
	11	0.375	0.094	25%	0.383	0.384						43	0.500	0.125	25%	0.496	0.498	0.004	0.8	0.002	0.4
	12	0.375	0.094	25%	0.376	0.378						44	0.500	0.125	25%	0.485	0.492	0.015	3.0	0.008	1.6
	13	0.375	0.094	25%	0.390	0.378						45	0.500	0.125	25%	0.479	0.496	0.021	4.2	0.004	0.8
	14	0.375	0.094	25%	0.385	0.385						46	0.500	0.125	25%	0.490	0.492	0.010	2.0	0.008	1.6
	15	0.375	0.094	25%	0.377	0.390						47	0.500	0.125	25%	0.487	0.485	0.013	2.6	0.015	3.0
	16	0.375	0.094	25%	0.390	0.385						48	0.500	0.125	25%	0.491	0.497	0.009	1.8	0.003	0.6
	17	0.375	0.094	25%	0.382	0.391						49	0.500	0.125	25%	0.485	0.491	0.015	3.0	0.009	1.8
	18	0.375	0.094	25%	0.376	0.379						50	0.500	0.125	25%	0.495	0.477	0.005	1.0	0.023	4.6
	19	0.375	0.094	25%	0.384	0.387						51	0.500	0.125	25%	0.486	0.479	0.014	2.8	0.021	4.2
	20	0.375	0.094	25%	0.395	0.380						52	0.500	0.125	25%	0.493	0.489	0.007	1.4	0.011	2.2
	21	0.375	0.094	25%	0.377	0.376						53	0.500	0.125	25%	0.484	0.495	0.016	3.2	0.005	1.0
	22	0.375	0.094	25%	0.374	0.394	0.001	0.3				54	0.500	0.125	25%	0.492	0.489	0.008	1.6	0.011	2.2
	23	0.375	0.094	25%	0.379	0.385						55	0.500	0.125	25%	0.489	0.504	0.011	2.2		
	24	0.375	0.094	25%	0.382	0.390						56	0.500	0.125	25%	0.496	0.500	0.004	0.8	0.000	0.0
	25	0.375	0.094	25%	0.388	0.385						57	0.500	0.125	25%	0.494	0.496	0.006	1.2	0.004	0.8
	26	0.375	0.094	25%	0.384	0.376						58	0.500	0.125	25%	0.501	0.492			0.008	1.6
	27	0.375	0.094	25%	0.378	0.390						59	0.500	0.125	25%	0.496	0.494	0.004	0.8	0.006	1.2
	28	0.375	0.094	25%	0.390	0.382						60	0.500	0.125	25%	0.488	0.500	0.012	2.4	0.000	0.0
	29	0.375	0.094	25%	0.386	0.375			0.000	0.0		61	0.375	0.094	25%	0.364	0.370	0.011	2.9	0.005	1.3
	30	0.375	0.094	25%	0.390	0.381						62	0.375	0.094	25%	0.366	0.374	0.009	2.4	0.001	0.3
	31	0.375	0.094	25%	0.374	0.379	0.001	0.3				63	0.375	0.094	25%	0.352	0.371	0.023	6.1	0.004	1.1
	32	0.375	0.094	25%	0.382	0.380						64	0.375	0.094	25%	0.368	0.362	0.007	1.9	0.013	3.5

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **128**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: DECK PLATING

LOCATION OF STRUCTURE: MAIN DECK

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
DECK PLATE CONT	65	0.375	0.094	25%	0.380	0.377				
	66	0.375	0.094	25%	0.372	0.374	0.003	0.8	0.001	0.3
	67	0.375	0.094	25%	0.381	0.380				
	68	0.375	0.094	25%	0.376	0.372			0.003	0.8
	69	0.375	0.094	25%	0.390	0.376				
	70	0.375	0.094	25%	0.385	0.381				
	71	0.375	0.094	25%	0.390	0.381				
	72	0.375	0.094	25%	0.384	0.374			0.001	0.3
	73	0.375	0.094	25%	0.376	0.377				
	74	0.375	0.094	25%	0.380	0.390				
	75	0.375	0.094	25%	0.374	0.372	0.001	0.3	0.003	0.8
	76	0.375	0.094	25%	0.372	0.376	0.003	0.8		
	77	0.375	0.094	25%	0.376	0.381				
	78	0.375	0.094	25%	0.381	0.370			0.005	1.3
	79	0.375	0.094	25%	0.380	0.369			0.006	1.6
	80	0.375	0.094	25%	0.374	0.374	0.001	0.3	0.001	0.3
	81	0.500	0.125	25%	0.512					
	82	0.500	0.125	25%	0.504					
	83	0.500	0.125	25%	0.499		0.001	0.2		
	84	0.500	0.125	25%	0.501					
	85	0.500	0.125	25%	0.500		0.000	0.0		
	86	0.500	0.125	25%	0.496		0.004	0.8		

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

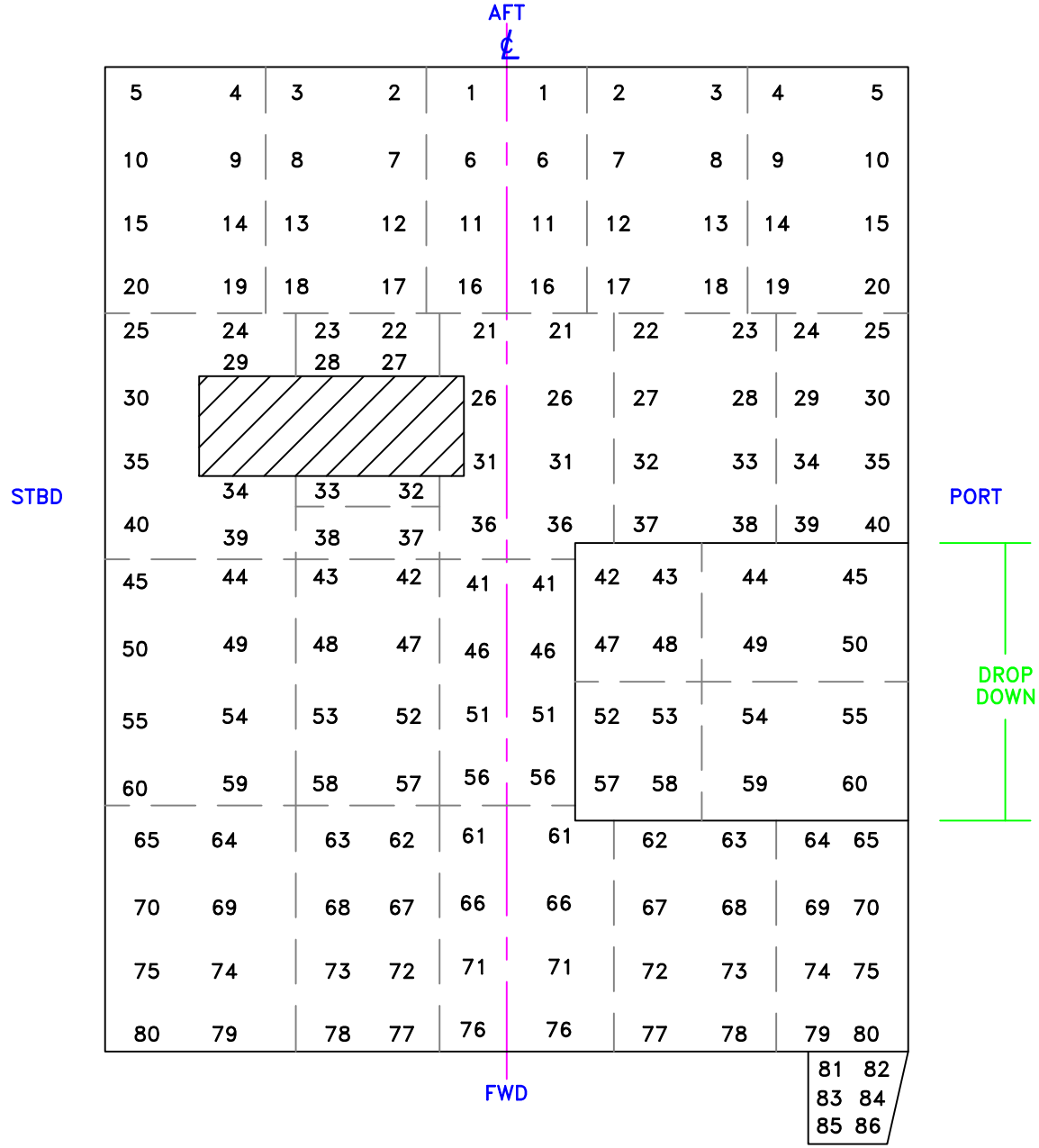
NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **38**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: DECK PLATING, MAIN DECK	DATE: 04/22/2021	PAGE: 02

PLAN VIEW



NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

NVI Nondestructive & Visual Inspection

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B** VESSEL DETAILS: *

STRUCTURAL MEMBER: BOTTOM PLATING

LOCATION OF STRUCTURE: HULL

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD		DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%			IN	IN	%	PORT	STBD	IN	%	IN	%
BOTTOM PLATE	1	0.375	0.094	25%	0.380	0.369			0.006	1.6	BOTTOM PL CONT	33	0.375	0.094	25%	0.382	0.369			0.006	1.6
	2	0.375	0.094	25%	0.370	0.371	0.005	1.3	0.004	1.1		34	0.375	0.094	25%	0.374	0.375	0.001	0.3	0.000	0.0
	3	0.375	0.094	25%	0.368	0.370	0.007	1.9	0.005	1.3		35	0.375	0.094	25%	0.373	0.372	0.002	0.5	0.003	0.8
	4	0.375	0.094	25%	0.372	0.373	0.003	0.8	0.002	0.5		36	0.375	0.094	25%	0.366	0.381	0.009	2.4		
	5	0.375	0.094	25%	0.370	0.366	0.005	1.3	0.009	2.4		37	0.375	0.094	25%	0.369	0.377	0.006	1.6		
	6	0.375	0.094	25%	0.364	0.369	0.011	2.9	0.006	1.6		38	0.375	0.094	25%	0.374	0.375	0.001	0.3	0.000	0.0
	7	0.375	0.094	25%	0.371	0.374	0.004	1.1	0.001	0.3		39	0.375	0.094	25%	0.369	0.374	0.006	1.6	0.001	0.3
	8	0.375	0.094	25%	0.359	0.371	0.016	4.3	0.004	1.1		40	0.375	0.094	25%	0.374	0.375	0.001	0.3	0.000	0.0
	9	0.375	0.094	25%	0.371	0.372	0.004	1.1	0.003	0.8		41	0.375	0.094	25%	0.377	0.380				
	10	0.375	0.094	25%	0.366	0.369	0.009	2.4	0.006	1.6		42	0.375	0.094	25%	0.372	0.376	0.003	0.8		
	11	0.375	0.094	25%	0.374	0.373	0.001	0.3	0.002	0.5		43	0.375	0.094	25%	0.368	0.382	0.007	1.9		
	12	0.375	0.094	25%	0.367	0.368	0.008	2.1	0.007	1.9		44	0.375	0.094	25%	0.375	0.388	0.000	0.0		
	13	0.375	0.094	25%	0.362	0.364	0.013	3.5	0.011	2.9		45	0.375	0.094	25%	0.372	0.379	0.003	0.8		
	14	0.375	0.094	25%	0.369	0.371	0.006	1.6	0.004	1.1		46	0.375	0.094	25%	0.376	0.381				
	15	0.375	0.094	25%	0.370	0.362	0.005	1.3	0.013	3.5		47	0.375	0.094	25%	0.374	0.377	0.001	0.3		
	16	0.375	0.094	25%	0.374	0.369	0.001	0.3	0.006	1.6		48	0.375	0.094	25%	0.381	0.374			0.001	0.3
	17	0.375	0.094	25%	0.373	0.374	0.002	0.5	0.001	0.3		49	0.375	0.094	25%	0.390	0.373			0.002	0.5
	18	0.375	0.094	25%	0.369	0.372	0.006	1.6	0.003	0.8		50	0.375	0.094	25%	0.376	0.382				
	19	0.375	0.094	25%	0.368	0.383	0.007	1.9				51	0.375	0.094	25%	0.382	0.376				
	20	0.375	0.094	25%	0.374	0.374	0.001	0.3	0.001	0.3		52	0.375	0.094	25%	0.375	0.374	0.000	0.0	0.001	0.3
	21	0.375	0.094	25%	0.366	0.381	0.009	2.4				53	0.375	0.094	25%	0.383	0.370			0.005	1.3
	22	0.375	0.094	25%	0.359	0.383	0.016	4.3				54	0.375	0.094	25%	0.381	0.382				
	23	0.375	0.094	25%	0.368	0.376	0.007	1.9				55	0.375	0.094	25%	0.374	0.376	0.001	0.3		
	24	0.375	0.094	25%	0.381	0.374			0.001	0.3		56	0.375	0.094	25%	0.369	0.381	0.006	1.6		
	25	0.375	0.094	25%	0.374	0.377	0.001	0.3				57	0.375	0.094	25%	0.375	0.379	0.000	0.0		
	26	0.375	0.094	25%	0.382	0.369			0.006	1.6		58	0.375	0.094	25%	0.381	0.385				
	27	0.375	0.094	25%	0.368	0.375	0.007	1.9	0.000	0.0		59	0.375	0.094	25%	0.376	0.377				
	28	0.375	0.094	25%	0.374	0.374	0.001	0.3	0.001	0.3		60	0.375	0.094	25%	0.382	0.379				
	29	0.375	0.094	25%	0.370	0.373	0.005	1.3	0.002	0.5		61	0.375	0.094	25%	0.379	0.383				
	30	0.375	0.094	25%	0.367	0.374	0.008	2.1	0.001	0.3		62	0.375	0.094	25%	0.382	0.385				
	31	0.375	0.094	25%	0.371	0.370	0.004	1.1	0.005	1.3		63	0.375	0.094	25%	0.377	0.376				
	32	0.375	0.094	25%	0.365	0.369	0.010	2.7	0.006	1.6		64	0.375	0.094	25%	0.376	0.390				

TECHNICIAN **JONATHAN ROSALES, NVI LVL II** NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **128**

OPERATOR'S SIGNATURE ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: BOTTOM PLATING

LOCATION OF STRUCTURE: HULL

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BOTTOM PL CONT	65	0.375	0.094	25%	0.382	0.390				
	66	0.375	0.094	25%	0.376	0.383				
	67	0.375	0.094	25%	0.390	0.377				
	68	0.375	0.094	25%	0.381	0.376				
	69	0.375	0.094	25%	0.369	0.382	0.006	1.6		
	70	0.375	0.094	25%	0.374	0.381	0.001	0.3		
	71	0.375	0.094	25%	0.372	0.381	0.003	0.8		
	72	0.375	0.094	25%	0.385	0.377				
	73	0.375	0.094	25%	0.309	0.372	0.066	17.6	0.003	0.8
	74	0.375	0.094	25%	0.300	0.371	0.075	20.0	0.004	1.1
	75	0.375	0.094	25%	0.282	0.383	0.093	24.8		
	76	0.375	0.094	25%	0.368	0.355	0.007	1.9	0.020	5.3
	77	0.375	0.094	25%	0.384	0.370			0.005	1.3
	78	0.375	0.094	25%	0.372	0.361	0.003	0.8	0.014	3.7
	79	0.375	0.094	25%	0.374	0.372	0.001	0.3	0.003	0.8
	80	0.375	0.094	25%	0.368	0.369	0.007	1.9	0.006	1.6
PIT	81	0.375	0.094	25%	0.285		0.090	24.0		
PIT	82	0.375	0.094	25%	0.285		0.090	24.0		
PIT	83	0.375	0.094	25%	0.275		0.100	26.7		
PIT	84	0.375	0.094	25%		0.290			0.085	22.7
PIT	85	0.375	0.094	25%		0.270			0.105	28.0
PIT	86	0.375	0.094	25%		0.265			0.110	29.3
PIT	87	0.375	0.094	25%	0.270		0.105	28.0		
PIT	88	0.375	0.094	25%		0.270			0.105	28.0
PIT	89	0.375	0.094	25%	0.255		0.120	32.0		
PIT	90	0.375	0.094	25%	0.265		0.110	29.3		
PIT	91	0.375	0.094	25%	0.270		0.105	28.0		
PIT	92	0.375	0.094	25%		0.285			0.090	24.0
PIT	93	0.375	0.094	25%	0.260		0.115	30.7		
PIT	94	0.375	0.094	25%	0.290		0.085	22.7		
PIT	95	0.375	0.094	25%	0.275		0.100	26.7		
PIT	96	0.375	0.094	25%	0.245		0.130	34.7		

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
PIT	97	0.375	0.094	25%		0.280			0.095	25.3
PIT	98	0.375	0.094	25%		0.290			0.085	22.7
PIT	99	0.375	0.094	25%		0.275			0.100	26.7
PIT	100	0.375	0.094	25%	0.285		0.090	24.0		
PIT	101	0.375	0.094	25%	0.265		0.110	29.3		
PIT	102	0.375	0.094	25%		0.270			0.105	28.0
PIT	103	0.375	0.094	25%		0.260			0.115	30.7
PIT	104	0.375	0.094	25%		0.275			0.100	26.7
PIT	105	0.375	0.094	25%		0.260			0.115	30.7
PIT	106	0.375	0.094	25%	0.275		0.100	26.7		
PIT	107	0.375	0.094	25%	0.260		0.115	30.7		

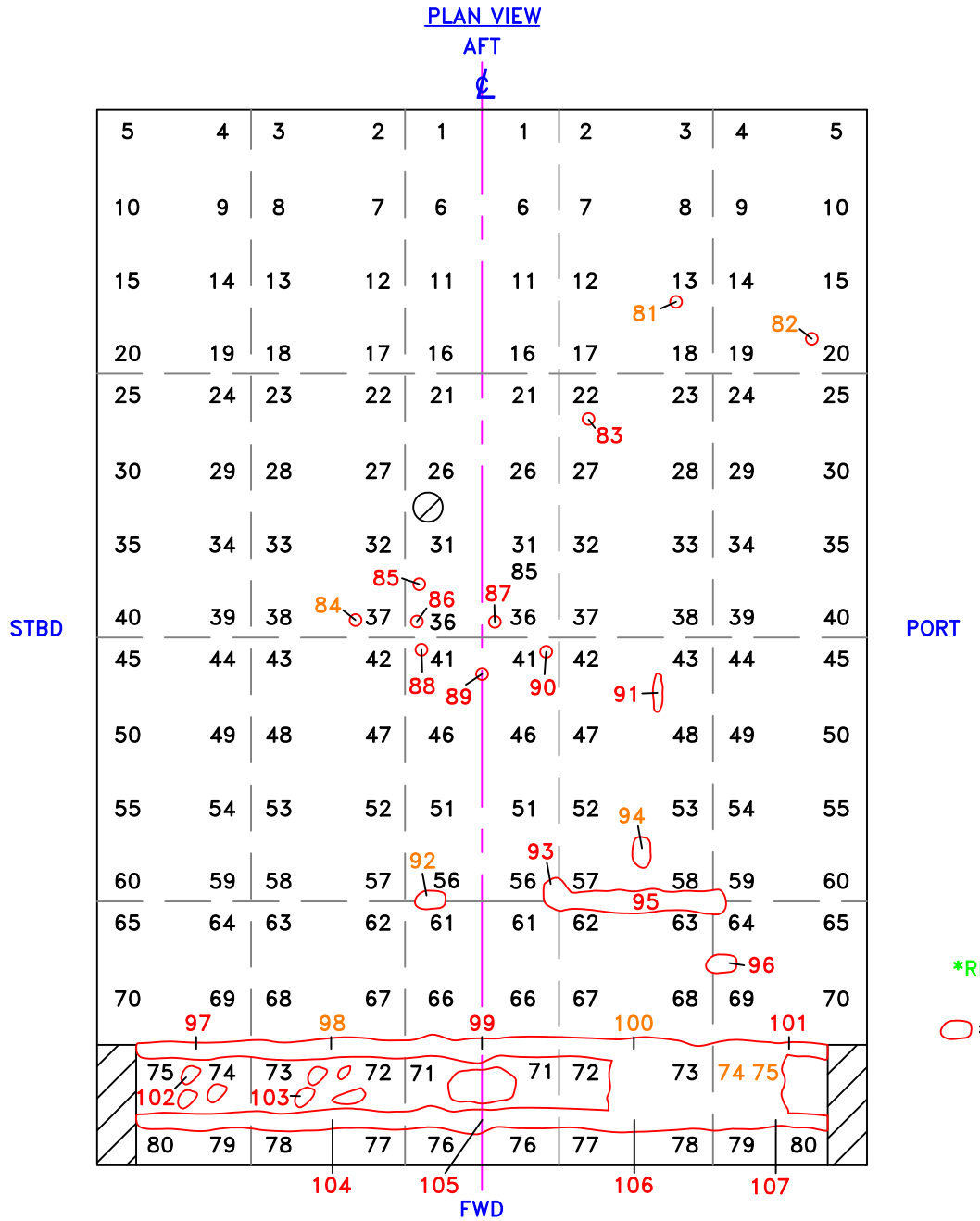
TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **59**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: BOTTOM PLATING, HULL	DATE: 04/22/2021	PAGE: 03



*REPRESENTATIVE PITTING UT'D

=CORROSION/PITTING

NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

Nondestructive & Visual Inspection, LLC

REPORT NO.: **UT-321-0711**

CLASS IDENTITY NO.: *

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: TRANSOM PLATING

LOCATION OF STRUCTURE: IWO AFT EPAK

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
TRANSOM PLATE	1	0.375	0.094	25%	0.381					
	2	0.375	0.094	25%	0.381					
	3	0.375	0.094	25%	0.374		0.001	0.3		
	4	0.375	0.094	25%	0.380					
	5	0.375	0.094	25%	0.236		0.139	37.1		
	6	0.375	0.094	25%	0.255		0.120	32.0		
	7	0.375	0.094	25%	0.246		0.129	34.4		
	8	0.375	0.094	25%	0.220		0.155	41.3		
	9	0.375	0.094	25%	0.280		0.095	25.3		
	10	0.375	0.094	25%	0.372		0.003	0.8		
	11	0.375	0.094	25%	0.373		0.002	0.5		
	12	0.375	0.094	25%	0.380					
	13	0.375	0.094	25%	0.300		0.075	20.0		
	14	0.375	0.094	25%	0.260		0.115	30.7		
	15	0.375	0.094	25%	0.232		0.143	38.1		
	16	0.375	0.094	25%		0.374			0.001	0.3
	17	0.375	0.094	25%		0.366			0.009	2.4
	18	0.375	0.094	25%		0.366			0.009	2.4
	19	0.375	0.094	25%		0.270			0.105	28.0
	20	0.375	0.094	25%		0.260			0.115	30.7
	21	0.375	0.094	25%		0.252			0.123	32.8
	22	0.375	0.094	25%		0.215			0.160	42.7
	23	0.375	0.094	25%		0.226			0.149	39.7
	24	0.375	0.094	25%		0.379				
	25	0.375	0.094	25%		0.384				
	26	0.375	0.094	25%		0.237			0.138	36.8
	27	0.375	0.094	25%		0.368			0.007	1.9
	28	0.375	0.094	25%		0.280			0.095	25.3
	29	0.375	0.094	25%		0.260			0.115	30.7
	30	0.375	0.094	25%		0.372			0.003	0.8

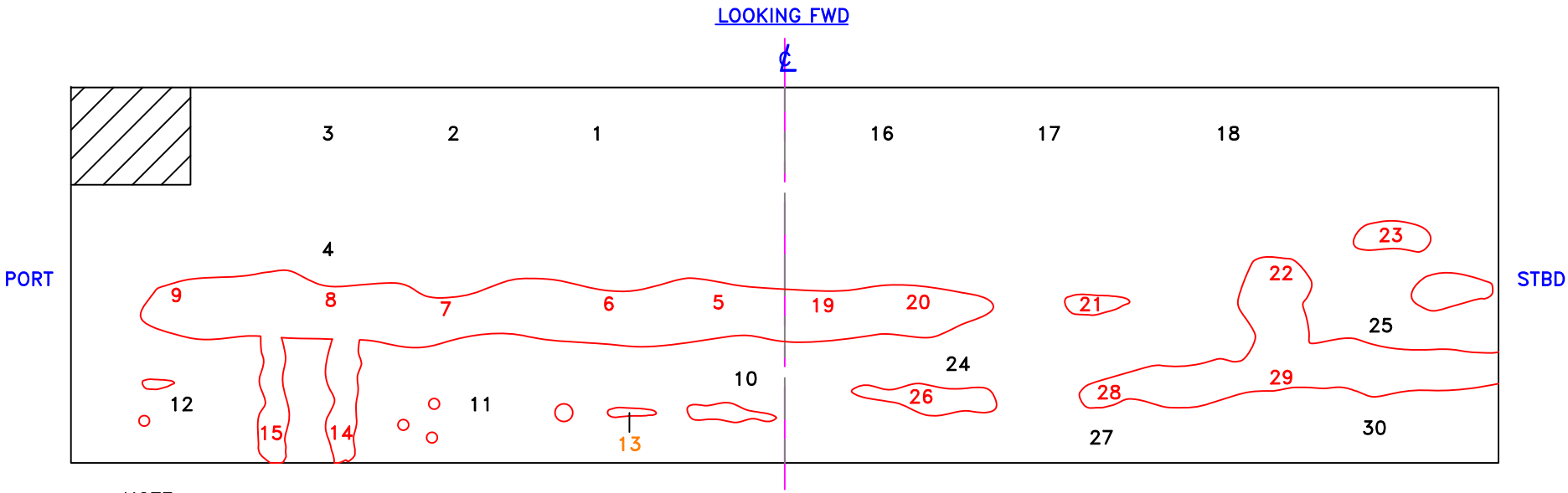
TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **30**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: TRANSOM PLATING, IWO AFT PEAK	DATE: 04/22/2021	PAGE: 04



NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

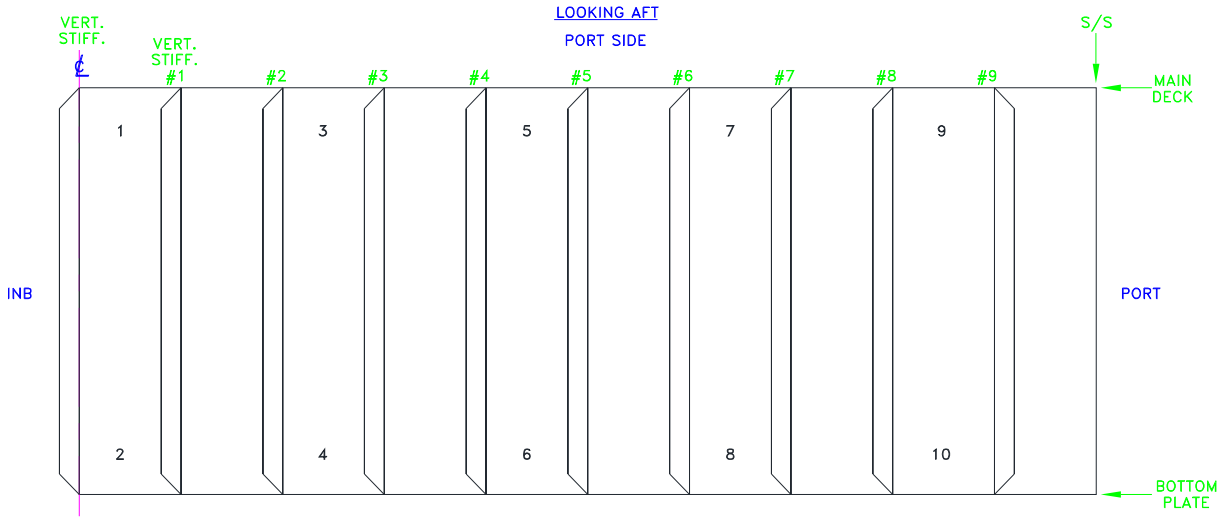
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FRAME NO. 1

LOCATION OF STRUCTURE: IWO VOID TANK NO. 1 CENTER

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.308	0.314	0.005	1.6		
	2	0.313	0.078	25%	0.320	0.321				
	3	0.313	0.078	25%	0.314	0.320				
	4	0.313	0.078	25%	0.311	0.315	0.002	0.6		
	5	0.313	0.078	25%	0.320	0.316				
	6	0.313	0.078	25%	0.316	0.320				
	7	0.313	0.078	25%	0.311	0.314	0.002	0.6		
	8	0.313	0.078	25%	0.310	0.316	0.003	1.0		
	9	0.313	0.078	25%	0.320	0.310			0.003	1.0
	10	0.313	0.078	25%	0.316	0.318				



*PORT SIDE SHOWN, STBD SIDE SIMILAR

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

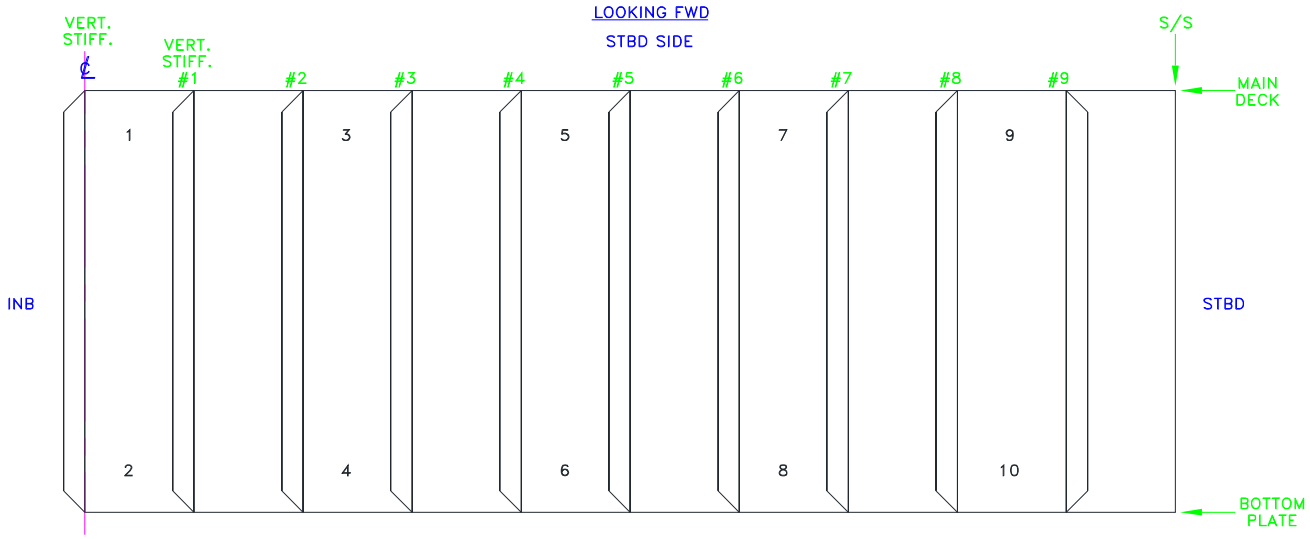
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FRAME NO. 19

LOCATION OF STRUCTURE: IWO VOID TANK NO. 8 CENTER

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.309	0.311	0.004	1.3	0.002	0.6
	2	0.313	0.078	25%	0.312	0.312	0.001	0.3	0.001	0.3
	3	0.313	0.078	25%	0.315	0.310			0.003	1.0
	4	0.313	0.078	25%	0.311	0.314	0.002	0.6		
	5	0.313	0.078	25%	0.312	0.316	0.001	0.3		
	6	0.313	0.078	25%	0.318	0.322				
	7	0.313	0.078	25%	0.320	0.310			0.003	1.0
	8	0.313	0.078	25%	0.314	0.311			0.002	0.6
	9	0.313	0.078	25%	0.310	0.312	0.003	1.0	0.001	0.3
	10	0.313	0.078	25%	0.313	0.313	0.000	0.0	0.000	0.0



*STBD SIDE SHOWN, PORT SIDE SIMILAR

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FRAME NO. 3

LOCATION OF STRUCTURE: IWO WATER BALLAST TANK NO. 2

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.320	0.316				
	2	0.313	0.078	25%	0.314	0.312			0.001	0.3
	3	0.313	0.078	25%	0.310	0.311	0.003	1.0	0.002	0.6
	4	0.313	0.078	25%	0.316	0.320				
	5	0.313	0.078	25%	0.318	0.314				
	6	0.313	0.078	25%	0.310	0.311	0.003	1.0	0.002	0.6
	7	0.313	0.078	25%	0.320	0.322				
	8	0.313	0.078	25%	0.315	0.316				
	9	0.750	0.188	25%	0.740		0.010	1.3		
	9	0.313	0.078	25%		0.310			0.003	1.0
	10	0.750	0.188	25%	0.736		0.014	1.9		
	10	0.313	0.078	25%		0.321				

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

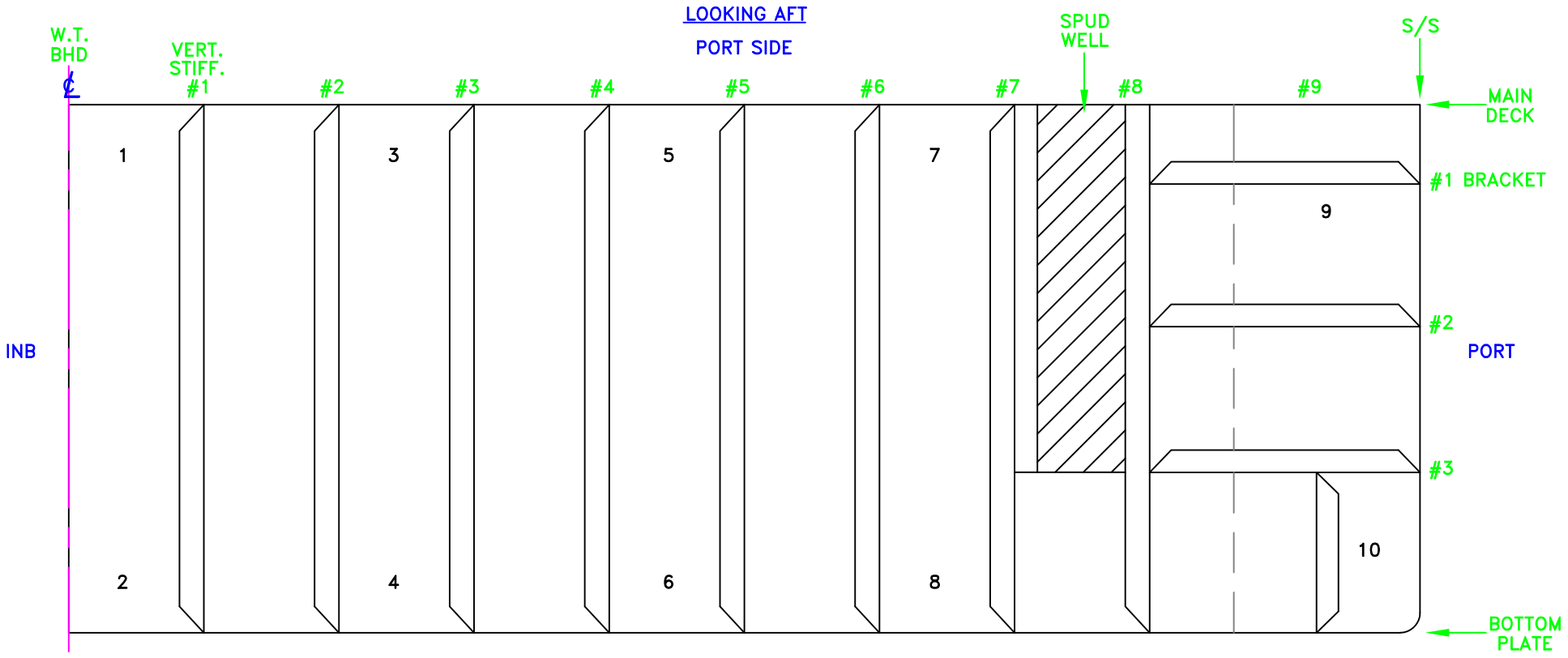
NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FR. NO. 3, IWO WATER BALLAST TANK NO. 2	DATE: 04/22/2021	PAGE: 07

SHEET 1 OF 2



NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FR. NO. 3, IWO WATER BALLAST TANK NO. 2	DATE: 04/22/2021	PAGE: 07

SHEET 2 OF 2

NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FRAME NO. 8

LOCATION OF STRUCTURE: IWO WATER BALLAST TANK NO. 4

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.308	0.312	0.005	1.6	0.001	0.3
	2	0.313	0.078	25%	0.310	0.311	0.003	1.0	0.002	0.6
	3	0.375	0.094	25%	0.368		0.007	1.9		
	3	0.313	0.078	25%		0.320				
	4	0.375	0.094	25%	0.372		0.003	0.8		
	4	0.313	0.078	25%		0.316				
	5	0.375	0.094	25%	0.370		0.005	1.3		
	5	0.313	0.078	25%		0.310			0.003	1.0
	6	0.375	0.094	25%	0.371		0.004	1.1		
	6	0.313	0.078	25%		0.320				
	7	0.375	0.094	25%	0.369		0.006	1.6		
	7	0.313	0.078	25%		0.314				
	8	0.375	0.094	25%	0.374		0.001	0.3		
	8	0.313	0.078	25%		0.310			0.003	1.0
	9	0.750	0.188	25%	0.746		0.004	0.5		
	9	0.313	0.078	25%		0.322				
	10	0.750	0.188	25%	0.761					
	10	0.313	0.078	25%		0.315				

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

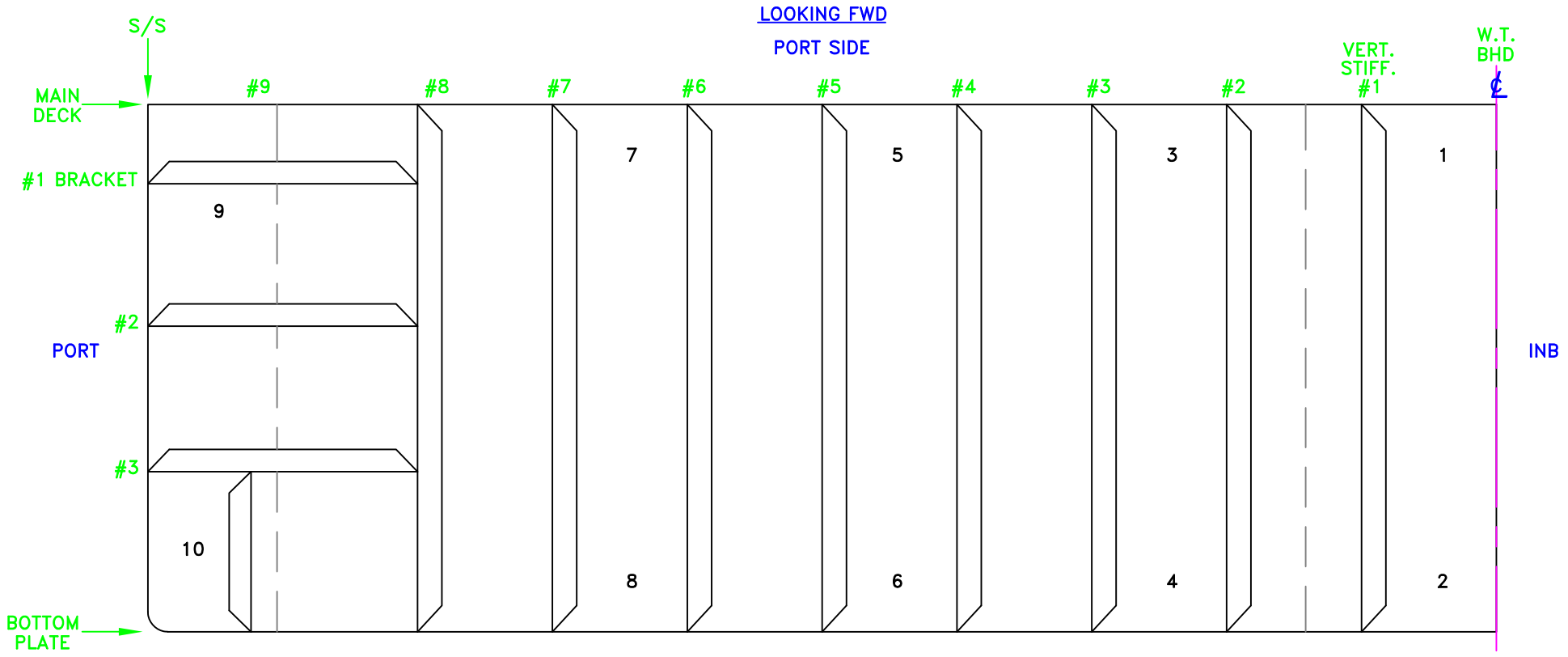
NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FR. NO. 8, IWO WATER BALLAST TANK NO. 4	DATE: 04/22/2021	PAGE: 08

SHEET 1 OF 2



NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

CLIENT: C&C MARINE & REPAIR INC.	PONTOON B	STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FR. NO. 8, IWO WATER BALLAST TANK NO. 4	DATE: 04/22/2021	PAGE: 08

SHEET 2 OF 2

NOTE:
ORANGE= SUBSTANTIAL WASTAGE
RED= EXCESSIVE WASTAGE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

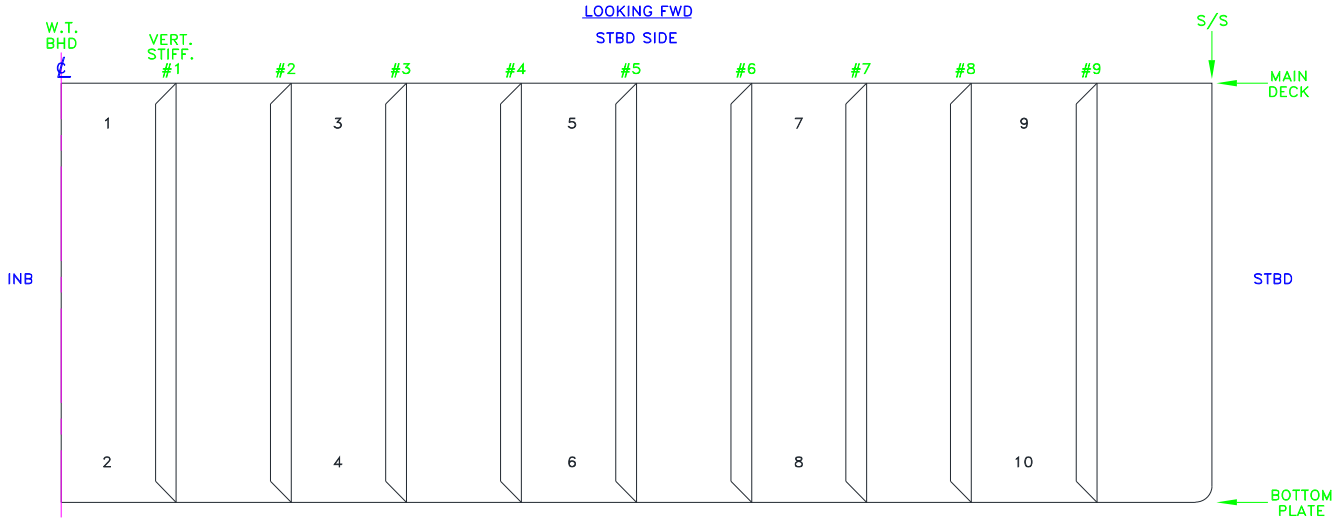
REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B** VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BULKHEAD PLATING, FRAME NO. 10

LOCATION OF STRUCTURE: IWO VOID TANK NO. 5

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.320	0.316				
	2	0.313	0.078	25%	0.314	0.321				
	3	0.313	0.078	25%	0.311	0.314	0.002	0.6		
	4	0.313	0.078	25%	0.316	0.311			0.002	0.6
	5	0.313	0.078	25%	0.310	0.312	0.003	1.0	0.001	0.3
	6	0.313	0.078	25%	0.321	0.311			0.002	0.6
	7	0.313	0.078	25%	0.314	0.309			0.004	1.3
	8	0.313	0.078	25%	0.311	0.321	0.002	0.6		
	9	0.313	0.078	25%	0.310	0.311	0.003	1.0	0.002	0.6
	10	0.313	0.078	25%	0.308	0.313	0.005	1.6	0.000	0.0



*STBD SIDE SHOWN, PORT SIDE SIMILAR

TECHNICIAN **JONATHAN ROSALES, NVI LVL II** NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

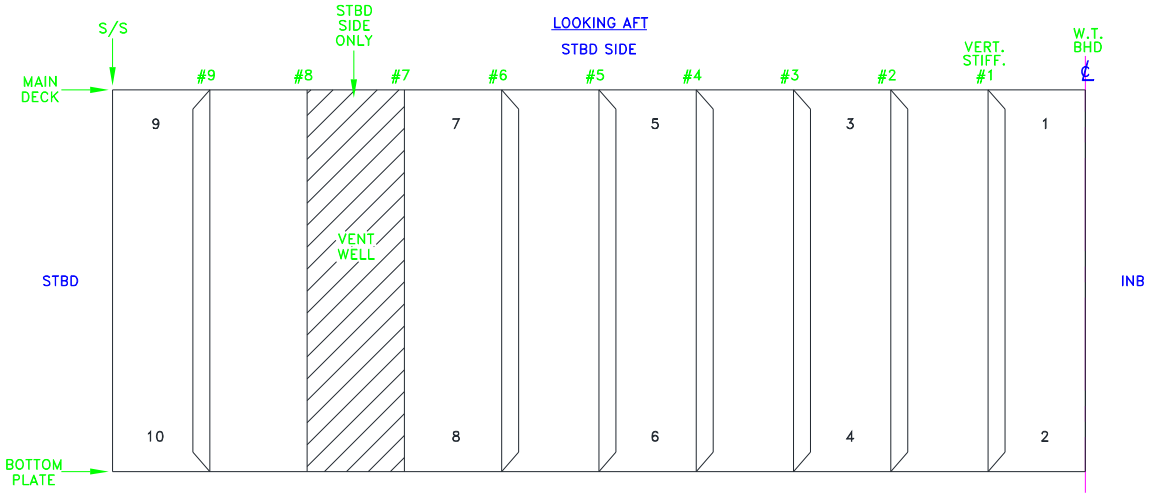
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BULKHEAD PLATING, FRAME NO. 13

LOCATION OF STRUCTURE: IWO VOID TANK NO. 5

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.314	0.314				
	2	0.313	0.078	25%	0.311	0.310	0.002	0.6	0.003	1.0
	3	0.313	0.078	25%	0.310	0.321	0.003	1.0		
	4	0.313	0.078	25%	0.316	0.314				
	5	0.313	0.078	25%	0.320	0.311			0.002	0.6
	6	0.313	0.078	25%	0.314	0.316				
	7	0.313	0.078	25%	0.311	0.312	0.002	0.6	0.001	0.3
	8	0.313	0.078	25%	0.313	0.314	0.000	0.0		
	9	0.313	0.078	25%	0.310	0.311	0.003	1.0	0.002	0.6
	10	0.313	0.078	25%	0.321	0.315				



*STBD SIDE SHOWN, PORT SIDE SIMILAR

*#7 AND #8 VERT. STIFF. ARE SIMILAR TO ALL OTHERS IWO PORT SIDE

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

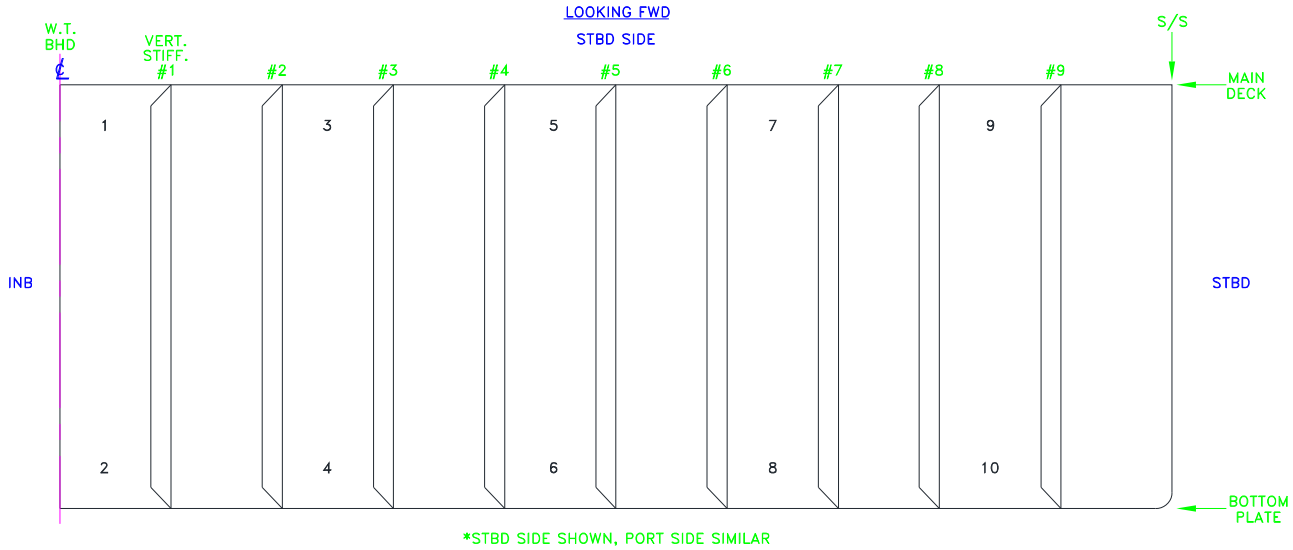
REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B** VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. T/V BHD PLATING, FRAME NO. 17

LOCATION OF STRUCTURE: IWO WATER BALLAST TANK NO. 7

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%	0.320	0.314				
	2	0.313	0.078	25%	0.311	0.311	0.002	0.6	0.002	0.6
	3	0.313	0.078	25%	0.312	0.311	0.001	0.3	0.002	0.6
	4	0.313	0.078	25%	0.310	0.306	0.003	1.0	0.007	2.2
	5	0.313	0.078	25%	0.308	0.312	0.005	1.6	0.001	0.3
	6	0.313	0.078	25%	0.312	0.318	0.001	0.3		
	7	0.313	0.078	25%	0.310	0.314	0.003	1.0		
	8	0.313	0.078	25%	0.307	0.311	0.006	1.9	0.002	0.6
	9	0.313	0.078	25%	0.311	0.312	0.002	0.6	0.001	0.3
	10	0.313	0.078	25%	0.309	0.311	0.004	1.3	0.002	0.6



TECHNICIAN **JONATHAN ROSALES, NVI LVL II** NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **20**

OPERATOR'S SIGNATURE ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

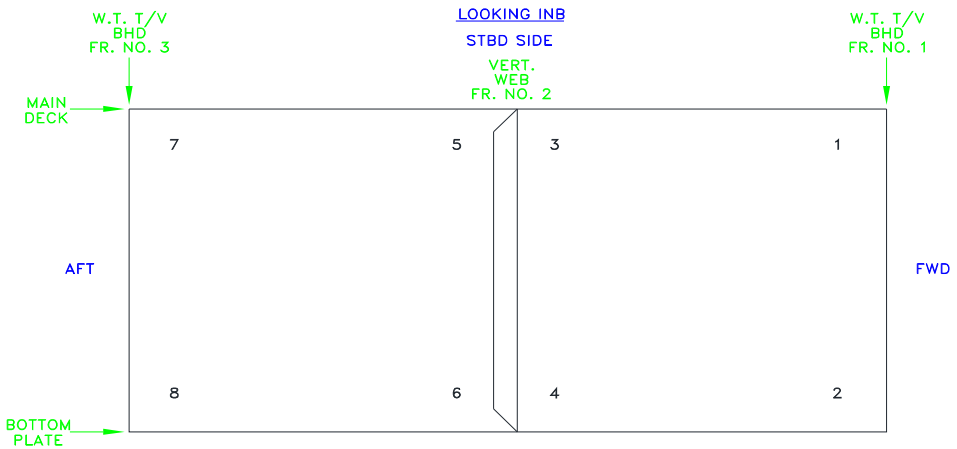
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. CL BHD PLATING

LOCATION OF STRUCTURE: IWO WATER BALLAST TANK NO.'S 2, 4, AND 7

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
W.B.T. #2 BHD PL	1	0.313	0.078	25%		0.316				
	2	0.313	0.078	25%		0.314				
	3	0.313	0.078	25%		0.312			0.001	0.3
	4	0.313	0.078	25%		0.321				
	5	0.313	0.078	25%		0.314				
	6	0.313	0.078	25%		0.311			0.002	0.6
	7	0.313	0.078	25%		0.313			0.000	0.0
	8	0.313	0.078	25%		0.315				
W.B.T. #4 BHD PL	1	0.313	0.078	25%		0.320				
	2	0.313	0.078	25%		0.316				
	3	0.313	0.078	25%		0.311			0.002	0.6
	4	0.313	0.078	25%		0.321				
	5	0.313	0.078	25%		0.314				
	6	0.313	0.078	25%		0.322				
	7	0.313	0.078	25%		0.316				
	8	0.313	0.078	25%		0.319				
W.B.T. #7 BHD PL	1	0.313	0.078	25%		0.320				
	2	0.313	0.078	25%		0.315				
	3	0.313	0.078	25%		0.321				
	4	0.313	0.078	25%		0.316				
	5	0.313	0.078	25%		0.311			0.002	0.6
	6	0.313	0.078	25%		0.321				
	7	0.313	0.078	25%		0.314				
	8	0.313	0.078	25%		0.315				



TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **24**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

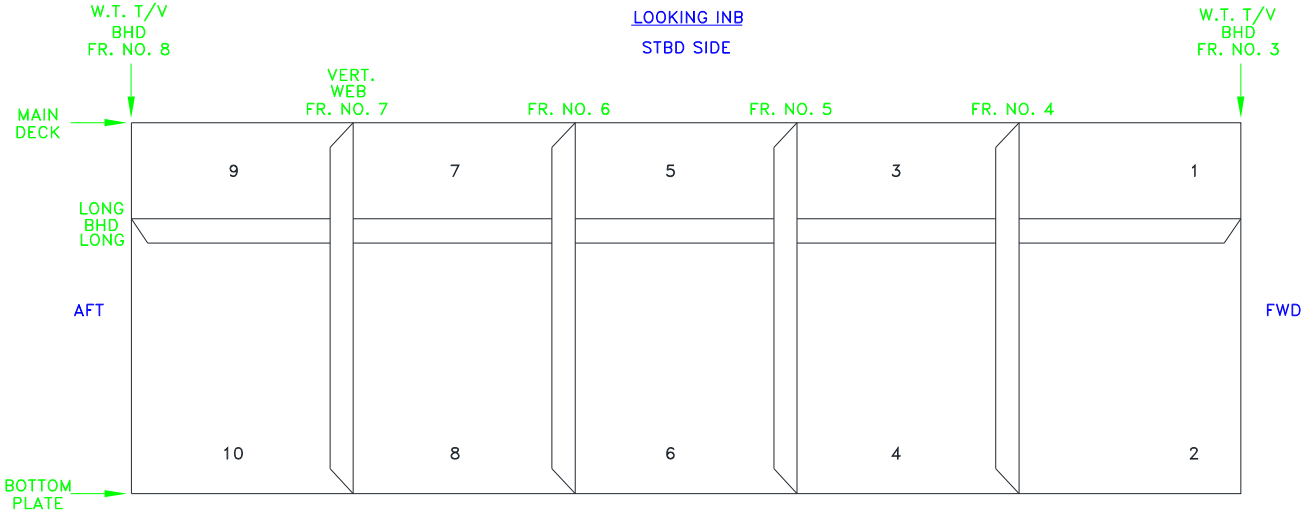
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. LONG BULKHEAD PLATING

LOCATION OF STRUCTURE: IWO VOID TANK NO. 3

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.500	0.125	25%		0.498			0.002	0.4
	2	0.500	0.125	25%		0.501				
	3	0.500	0.125	25%		0.500			0.000	0.0
	4	0.500	0.125	25%		0.496			0.004	0.8
	5	0.500	0.125	25%		0.499			0.001	0.2
	6	0.500	0.125	25%		0.494			0.006	1.2
	7	0.500	0.125	25%		0.498			0.002	0.4
	8	0.500	0.125	25%		0.497			0.003	0.6
	9	0.500	0.125	25%		0.489			0.011	2.2
	10	0.500	0.125	25%		0.495			0.005	1.0



*MAIN FRAMES SHOWN ONLY

TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **10**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

REPORT ON THICKNESS MEASUREMENTS

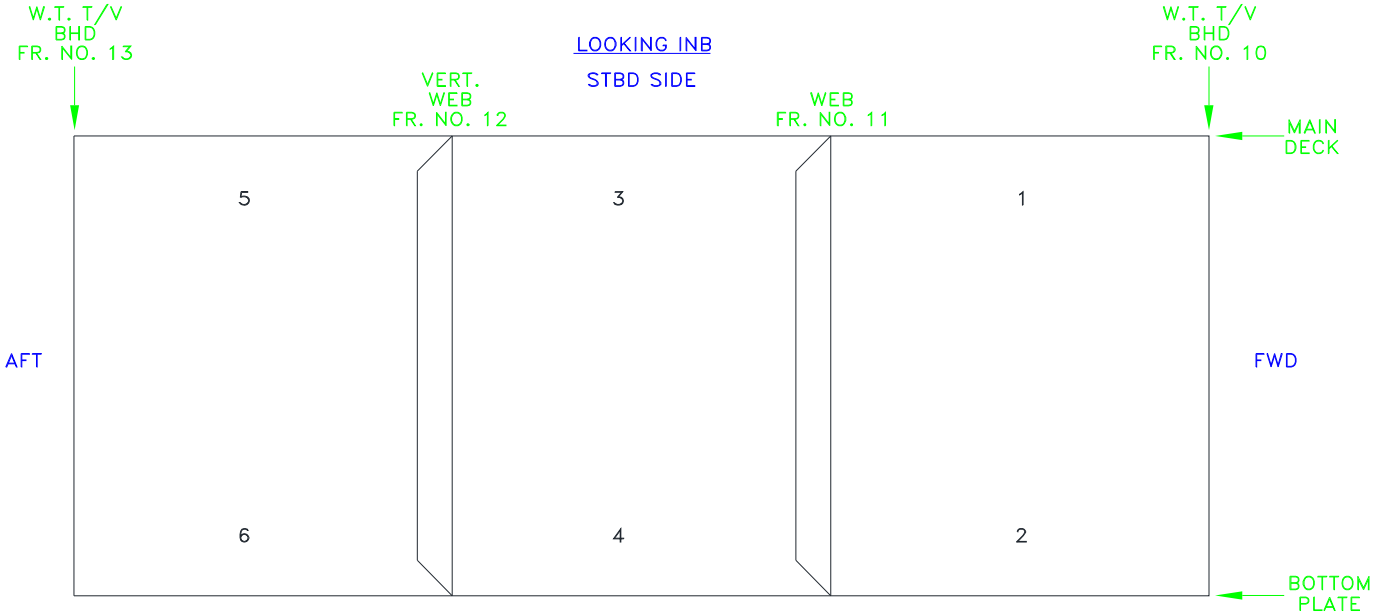
VESSEL NAME: **PONTOON B**

VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. CL BULKHEAD PLATING

LOCATION OF STRUCTURE: IWO VOID TANK NO. 5

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%		0.311			0.002	0.6
	2	0.313	0.078	25%		0.321				
	3	0.313	0.078	25%		0.316				
	4	0.313	0.078	25%		0.315				
	5	0.313	0.078	25%		0.320				
	6	0.313	0.078	25%		0.315				



TECHNICIAN **JONATHAN ROSALES, NVI LVL II**

NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **6**

OPERATOR'S SIGNATURE

ABS SURVEYOR'S SIGNATURE

DATE OF SURVEY: **04/22/21**

C & C MARINE & REPAIR, INC.

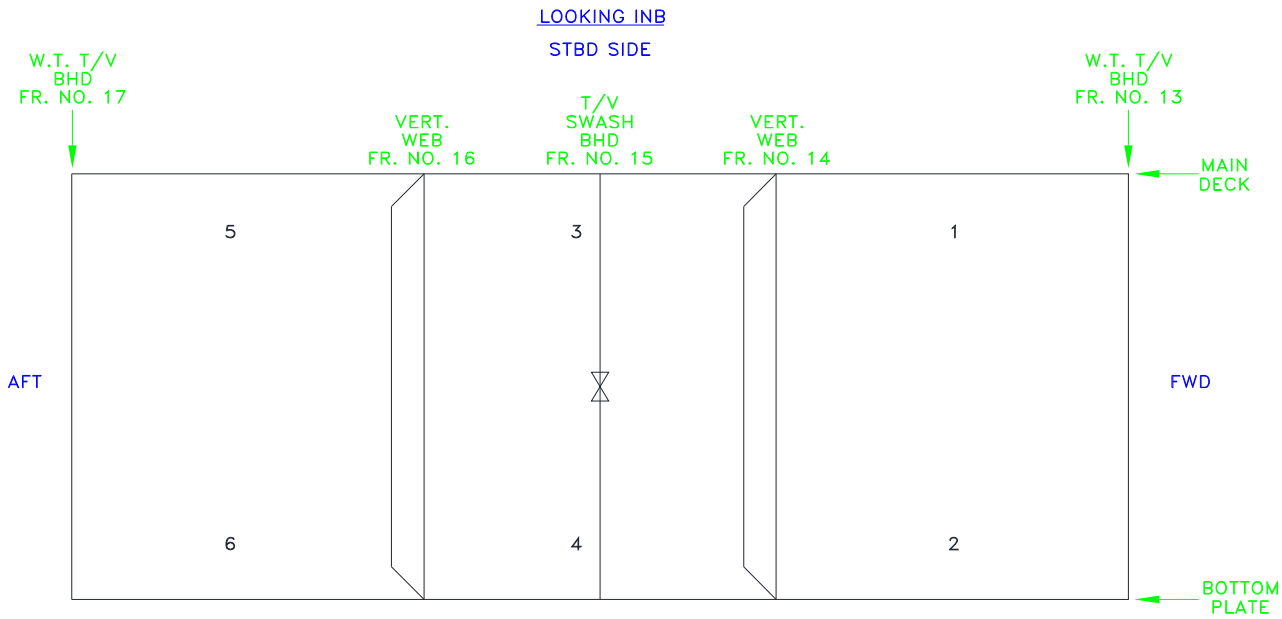
REPORT ON THICKNESS MEASUREMENTS

VESSEL NAME: **PONTOON B** VESSEL DETAILS: *

STRUCTURAL MEMBER: W.T. CL BULKHEAD PLATING

LOCATION OF STRUCTURE: IWO VOID TANK NO. 6

DESCRIPTION		ORG. THK.	MAXIMUM ALLOWABLE DIMINUTION		GAUGED		DIMINUTION PORT		DIMINUTION STBD	
		IN	IN	%	PORT	STBD	IN	%	IN	%
BULKHEAD PLATE	1	0.313	0.078	25%		0.310			0.003	1.0
	2	0.313	0.078	25%		0.306			0.007	2.2
	3	0.313	0.078	25%		0.311			0.002	0.6
	4	0.313	0.078	25%		0.321				
	5	0.313	0.078	25%		0.314				
	6	0.313	0.078	25%		0.311			0.002	0.6



TECHNICIAN **JONATHAN ROSALES, NVI LVL II** NVI, LLC. ABS CERT. **No. 21-HOM-4641299-B** COUNT: **6**

OPERATOR'S SIGNATURE ABS SURVEYOR'S SIGNATURE

NDT PERSONNEL CERTIFICATION RECORD

Nondestructive & Visual Inspection

NAME:	Jonathan Rosales
DOB:	11/17/1986
EMP#:	5263

CERTIFICATIONS

METHOD	TECHNIQUE	LEVEL	GENERAL	SPECIFIC	PRACTICAL	AVERAGE	EXAMINER	CERT. DATE	EXP. DATE
RT									
MT	Yoke	II	75%	85%	96%	85%	Allan Poole	1/15/2019	1/31/2024
PT	V,S	II	73%	95%	96%	88%	Allan Poole	1/15/2019	1/31/2024
UTT	A-Scan	II	75%	75%	92%	81%	Allan Poole	1/15/2019	1/31/2024

RECERTIFICATIONS

METHOD	TECHNIQUE	LEVEL	GENERAL	SPECIFIC	PRACTICAL	AVERAGE	EXAMINER	CERT. DATE	EXP. DATE
RT									
MT									
PT									
UTT									

EDUCATION

SCHOOL	YEAR GRADUATED	DIPLOMA
Capital High School	2006	Yes

NDT TRAINING

METHOD	LEVEL	CONDUCTED BY	DATE(S)	HOURS
MT	II	NVI, LLC	April-13	20
PT	II	NVI, LLC	April-13	12
UT	II	Mandina's Inspection Company	2008	80
MT	II	Ultrasonics and Magnetics	2008	20
PT	II	Ultrasonics and Magnetics	2008	12

NDT EXPERIENCE

COMPANY	LEVEL	FROM	TO	METHOD(S)
Q-SEA	II	Apr-18	Jan-19	MT, PT, UT
NVI	II	2013	Apr-18	MT, PT, UT, PMI, EC
Mandina's Inspection Company	II	2012	2013	MT, PT, UT
Ultrasonics and Magnetics	II	2007	2012	MT, PT, UT

ALL NVI PERSONNEL ARE PARTICIPANTS IN D.O.T. SUBSTANCE ABUSE TESTING PROGRAM.

THE ABOVE INDIVIDUAL HAS MET THE REQUIREMENTS FOR QUALIFICATION IN THE STATED METHODS IN ACCORDANCE WITH THE LATEST REVISION OF THE COMPANY'S WRITTEN PRACTICE (NVI WP-01) WHICH FOLLOWS THE GUIDELINES OF ASNT RECOMMENDED PRACTICE SNT-TC-1A.

Digitally signed by Jason Good
Date: 2019.01.23 08:26:22 -06'00'

Jason Good - Corporate NDT Level III - #208883

Nondestructive & Visual Inspection

VISUAL EXAMINATION RECORD

NAME: Jonathan Rosales EMPLOYEE No.: 5263

EXAM REQUIREMENTS:

1) JAEGER NUMBER 1 ACUITY OR EQUIVALENT TYPE AND SIZE AT A DISTANCE OF NOT LESS THAN TWELVE (12) INCHES

2) DEMONSTRATION OF THE ABILITY TO DISTINGUISH AND DIFFERENTIATE BETWEEN THE COLORS USED IN NDT TEST METHODS

RESULTS:

1)	JAEGER 1:	SATISFACTORY	☑
		UNSATISFACTORY	☐
2)	COLOR CONTRAST DIFFERENTIATION	SATISFACTORY	☑
		UNSATISFACTORY	☐
3)	SHADES OF GRAY DIFFERENTIATION	SATISFACTORY	☑
		UNSATISFACTORY	☐
4)	CORRECTIVE LENS	YES	☑
		NO	☐

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE ABOVE EMPLOYEE NAMED ABOVE HAS DEMONSTRATED THE ABILITY TO DISTINGUISH AND DIFFERENTIATE BETWEEN THE COLORS NECESSARY FOR NDT METHODS FOR WHICH CERTIFIED AND HAS SATISFACTORILY COMPLETED THE JAEGER 1 NEAR VISION ACUITY EXAMINATION IN ACCORDANCE WITH NVI'S WRITTEN PRACTICE. THIS CERTIFICATION IS VALID FOR ONE YEAR FROM THE EXAMINATION DATE.

Adam Scott	1/20/2021	1/20/2022
EXAMINER	EXAM DATE	EXPIRATION DATE

NVI NONDESTRUCTIVE & VISUAL INSPECTION, LLC

Corporate Headquarters:
2449 West Park Avenue
P.O. Box 1690
Gray, LA 70359

THIS ACKNOWLEDGES THAT

Jonathan Rosales

Has met all requirements set forth by the American society of Non destructive testing document ASNT-SNT-TC-1A as outlined in NVI's written practice is recognized as a:

CERTIFIED EDDY CURRENT LEVEL II LIMITED RFT/ECT/ACFM (RENEWED)

Certification Renewal Date	General	Specific	Practical	Average
July 5th, 2019	87.5%	80%	90%	86%

07/05/2022

CERTIFICATION EXPIRATION DATE

EXAMINER:
PRAKASH B. PAHILAJANI
ASNT NDT LEVEL III
CERTIFICATE NO. 75650

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-087 **Finance Committee**

Canal Street Ferry Terminal Project Amendment Requesting Woodward-APC's Contract

DESCRIPTION: Requesting Board Authorization to Amend Woodward-APC's contract to include the revised Permanent Barge work	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to amend Woodward-APC's contract for a not-to-exceed amount of $700,681.16 to include the revised Permanent Barge scope of work.

ISSUE/BACKGROUND:

In March 2020, RTA removed the Half Grand Union (HGU) from the Canal Street Ferry Terminal project. As this decision resulted in roughly $1.3M. in savings, RTA staff reallocated these savings to the permanent barge to enhance functionality. These changes include expanding the width of the access gangway, adding a sewage pumping system to the barge, and adding an internal ballasting system.

The redesigns are complete, revised price has been submitted by Woodward-APC, and Woodward-APC's revised scope has been validating by the Marine engineer. RTA staff are now working with Royal and Dupont-LeCorgne to analyze and validate the cost and finalize the negotiations.

DISCUSSION:

While the previous design met operational requirements, the above changes improve system functionality by allowing operations to service larger volumes of passengers quicker, providing operations a secondary method to service ferries utilities, and reduce operation functions by including an internal ballasting system which requires less manpower than the previous system.

While the original plan was to use the HGU savings to support the revised permanent barge cost, the FTA has granted authorization for RTA to use savings from new Ferry Boats purchase. The HGU savings will now be allocated to the project's contingency.

Redesigns were expected to be completed earlier this year but delayed due to slowdowns in regulatory agency permitting. Permitting took longer than expected due to staff availability being reduced by COVID restrictions.

RTA Staff are submitting this Board Agenda item prior to finalizing negotiations to mitigate further cost escalations due to increasingly rising material prices. These price escalations are unpredictable, unprecedented, and a result of material shortages due to COVID restrictions.

FINANCIAL IMPACT:

Total cost for this work is $700,68116 and will be funded through Grant LA 950006.12.34.05 which has a balance of $1,330,515.17. Staff will continue to negotiate this price down as the pricing is finalize. If costs exceed the $700,681.16, RTA staff will resubmit a Board Agenda Item to ratify the Amendment.

Roughly $200K of the $700K cost is a result of steel price escalations due to COVID. RTA staff will include this cost as part of the CARES Act reimbursement.

NEXT STEPS:

Upon Board approval, staff will amend Woodward-APC's contract to include the revised work in their contract.

During the performance of this contract, staff will conduct ongoing dialogue to the Board during the project development.

ATTACHMENTS:

1. Board Resolution
2. COR #025 RFP 003 Permanent Barge

Prepared By: Stephen Mitchell, smitchell@rtaforward.org
Title: Infrastructure Project Manager

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy Chief of Planning and Infrastructure

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

6/8/2021

Alex Wiggins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

REQUEST AUTHORIZATION TO AMEND WOODWARD-APC'S CONTRACT TO INCLUDE THE REVISED PERMANENT BARGE WORK

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, in March 2020, RTA removed the Half Grand Union (HGU) from the Canal Street Ferry Terminal project; and

WHEREAS, this decision resulted in roughly $1.3M. in savings, RTA staff reallocated these savings to the permanent barge to enhance functionality

WHEREAS, these changes include expanding the width of the access gangway, adding a sewage pumping system to the barge, and adding an internal ballasting system; and

WHEREAS, the redesigns are complete, revised price has been submitted by Woodward-APC, and Woodward-APC's revised scope has been validating by the Marine engineer; and

WHEREAS, RTA staff are now working with Royal and Dupont-LeCorgne to analyze and validate the cost and finalize the negotiations; and

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

WHEREAS, while the previous design met operational requirements, the above changes improve system functionality by allowing operations to service larger volumes of passengers quicker, providing operations a secondary method to service ferries utilities, and reduce operation functions by including an internal ballasting system which requires less manpower than the previous system; and

WHEREAS, while the original plan was to use the HGU savings to support the revised permanent barge cost, the FTA to use savings from new Ferry Boats purchase. The HGU savings will now be allocated to the project's contingency; and

WHEREAS, redesigns were expected to be completed earlier this year, but delayed due to slowdowns in regulatory agency permitting; and

WHEREAS, Permitting took longer than expected due to staff availability being reduced by COVID restrictions; and

WHEREAS, RTA staff are submitting this Board Agenda item prior to finalizing negotiations to mitigate further cost escalations due to increasingly rising material prices; and

WHEREAS, these price escalations are unpredictable, unprecedented, and a result of material shortages due to COVID restrictions; and

WHEREAS, the total cost for this work is $700,681.16 and will be funded through the Grant LA 950006.12.34.05 which has a balance of $1,330,515.17. Staff will continue to negotiate this price down as the pricing is finalize. If costs exceed the $700,681.16, RTA staff will resubmit a Board Agenda item to ratify the Amendment. Roughly $200K of the $700K cost is a result of steel price escalations due to COVID. RTA Staff will include this cost as part of the CARES Act reimbursements; and

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2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorization to amend Woodward-APC's contract to include the revised permanent Barge work.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE, 2021.

_____

FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

PCCOR #025

Woodward/APC, A Joint Venture
1000 South Norman C. Francis Parkway
New Orleans, Louisiana 70125
Phone: (504) 822-6443

Project: 1001 - RTA Canal Street Ferry Terminal Project
54 Canal Street (Intersection of Convention Center Blvd. & Canal Street)
New Orleans, Louisiana 70130
Phone: (504) 822-6443

Prime Contract Change Order Request #025: CE #064 - RFP 003 Permanent Barge Redesign

TO:	Regional Transit Authority 2817 Canal Street New Orleans Louisiana, 70119	**FROM:**	Woodward/APC, A Joint Venture 1000 S Jefferson Davis Parkway New Orleans Louisiana, 70125
DATE:	5/4/2021	**ATTN:**	Stephen Mitchell ***(Regional Transit Authority)***
CHANGE ORDER REQUEST NUMBER / REVISION:	025 / 0	**PRIME CONTRACT CHANGE ORDER:**	None
STATUS:	Pending - Pricing	**CREATED BY:**	Tom Abernathy **(Woodward Design+Build, LLC)**
SCHEDULE IMPACT:	0 days	**DATE CREATED:**	4 /30/2021
		TOTAL AMOUNT:	$ 700,681.16

CHANGE ORDER REQUEST TITLE: CE #064 - RFP 003 Permanent Barge Redesign

CHANGE ORDER REQUEST DESCRIPTION:
CE #064 - RFP 003 Permanent Barge Redesign
This change order request is for the new and revised scope of work outlined in RFP#003 received 04/08/2021. These documents affect the permanent ferry boarding barge.

Please note the following pricing clarifications:

1. The changes to the gangway shown in this document are addressed in a separate change proposal request.
2. The specifications call for delivery of the barge to the project site, but the barge will be delivered and accepted at APC's yard in Harvey per the original logistics plan.
3. The specifications note for the shipyard to construct the barge and superstructure in its entirety but the scope of work has been divided up among trade contractors by WAJV per the original scope breakout.
4. The doubler plates shown on the barge deck have all been priced as 1" thick. The sequence of work requires the painting to be done at the shipyard before the superstrucutre welding is done. The thicker plates will prevent damage to the below and above deck painting.
5. This price does not include any metal roofing over the walkways, ramps, and stairs. This scope of work was revised on 4/28/21 and is being priced by DBE contractors. This pricing will be submitted separately.
6. This design includes a new sewer system and the original potable water system. This COR includes this work as designed but does not include any revisions to the existing civil design, if required.
7. The installation of the barge is priced during river levels below EL 10' per the 04/01/21 project schedule.
8. Steel prices for the barge are included as a weighted average of $0.69 per pound. The steel prices are changing weekly so a steel price escalation clause allowing adjustment from $0.69 to the actual cost of purchased steel will be required to be included in the change order.
9. Steel prices for the superstructure are guaranteed through 05/14/2021.
10. The schedule for barge construction is shown in the attached schedule. No additional contract time is requested for the work priced in this change order request.

ATTACHMENTS:
18-076-01 RFP 003 (SPECS) (1).pdf_ _18-076-01 RFP 003 - PERMANENT BARGE REDESIGN (1).pdf_ _18-076-01 RFP 003 (DWGS) (1).pdf_

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
041	Regional Transit Authority	CE #064 - RFP 003 Permanent Barge Redesign		$700,681.16
			Total:	**$ 700,681.16**

CHANGE ORDER REQUEST LINE ITEMS:

PCCOR #025

PCO: 041

#	Cost Code	Description	Type	Amount
1	05-05120.00 - Structural Steel		Subcontract	$ 185,356.00
2	35-35500.00 - Custom Barge		Materials	$ 397,000.00
3	35-35300.00 - Marine Demo & Construction		Subcontract	$ 22,874.05
4	16-16000.00 - Electrical		Subcontract	$ 9,550.00
			Subtotal:	$614,780.05
			Payment and Performance Bond: ≈ 0.55% Applies to all line item types.	$ 3,356.70
			Pollution, RR, GL, BR, WC, Excess & Auto Insurance: ≈ 4.57% Applies to all line item types.	$ 28,083.15
			Drayage: ≈ 0.18% Applies to all line item types.	$ 1,075.87
			Subcontractor Risk Management: ≈ 0.68% Applies to Subcontract.	$ 1,483.08
			Contractor Fee: 8.00% Applies to all line item types.	$ 51,902.31
			Grand Total:	**$700,681.16**

Imbrie Packard (Royal Engineers and Consultants, LLC)
4298 Elysian Fields Ave Suite B
New Orleans Louisiana 70122

Regional Transit Authority
2817 Canal Street
New Orleans Louisiana 70119
Stephen Mitchell

Woodward/APC, A Joint Venture
1000 S Jefferson Davis Parkway
New Orleans Louisiana 70125
Lane M. Louque

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

Woodward/APC, A Joint Venture
RECAPITULATION SHEET

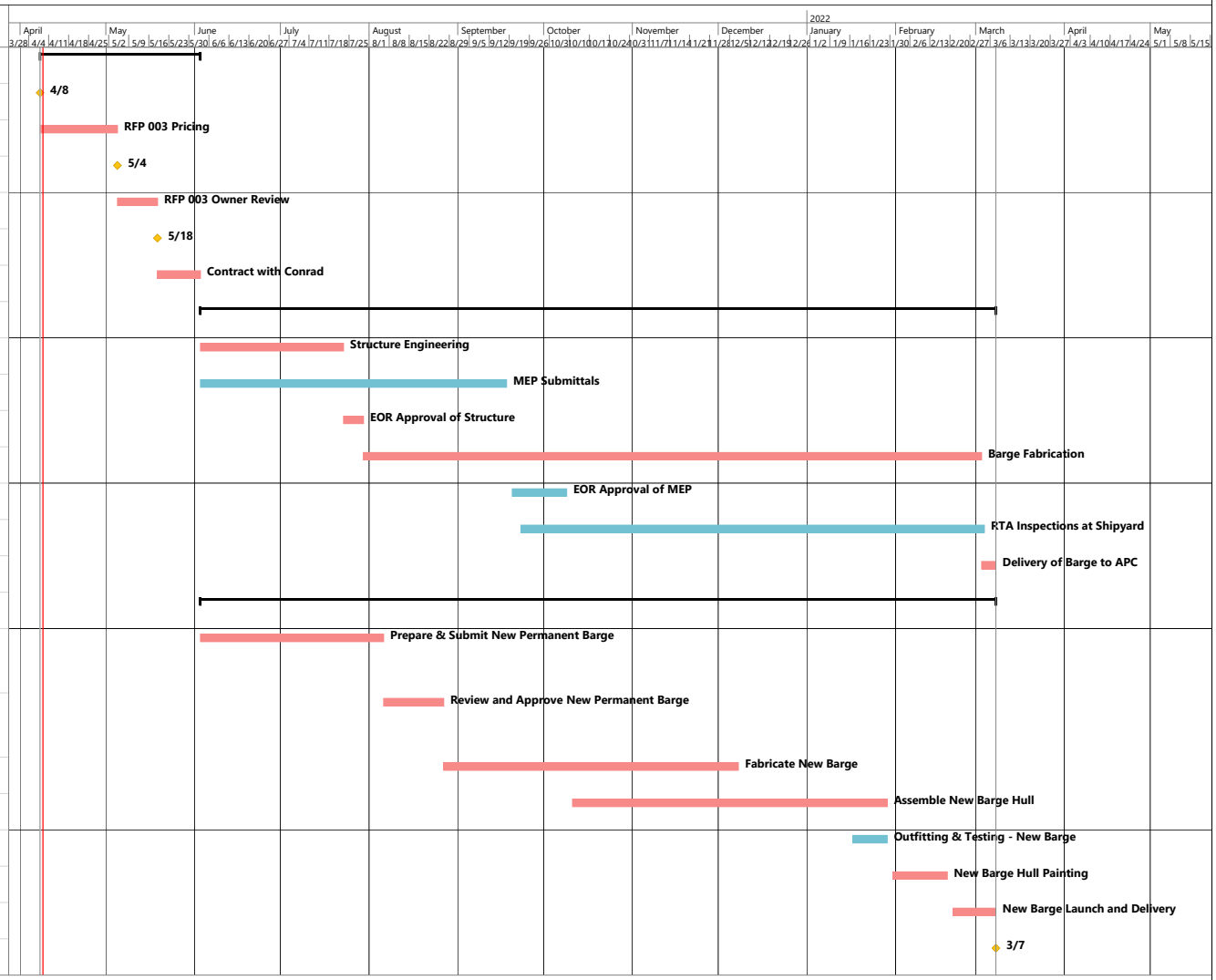
PROJECT:	**RTA Canal Street Ferry Terminal**	ESTIMATE NO:	RFP #003 R0 - Permanent Ferry Berthing Barge
LOCATION:	**New Orleans, LA**	SHEET NO:	1 of 1
ARCHITECT	**Infinity Engineering**	DATE:	5/4/2021
TAKE OFF BY:	TSA SUMMARY BY: TSA	PRICES BY:	TSA

RFP#003 provides a revised design for the permanent ferry berthing barge. This pricing is for the change from the original design to the new design.

COST CODE	DESCRIPTION	QTY	Unit	Unit Price	MATERIAL COST	Unit Price	LABOR COST	Unit Price	EQUIP COST	Unit Price	SUB CONT. COST
05120.00	Structural Steel										
	1. Structural Steel Material - Added/Modifed Material - 14.92 tons	1	LS							57,750.00	$57,750.00
	2. Galvanizing of Added Material	1	LS							26,110.00	$26,110.00
	3. Handrails and Bar Grating Material	1	LS							29,660.00	$29,660.00
	4. Additional Erection Costs - 430 mhrs	1	LS							34,937.00	$34,937.00
	5. Additional Detailing Costs	1	LS							7,722.00	$7,722.00
	6. Additional Equipment	1	LS							5,000.00	$5,000.00
	7. Subcontractor Markup	1	LS							24,177.00	$24,177.00
05140.00	Gangway New Design	NOT INCLUDED. ADDRESSED IN SEPARATE CPR									
07613.00	Metal Roofing on Barge over Ramps and Stairs	NOT INCLUDED. ADDRESSED IN SEPARATE CPR									
16000.00	Electrical - Power, Lighting and CCTV										
	1. Additional Work	1	LS							9,550.00	$9,550.00
35300.00	Marine Construction										
	1. Additional Work to Purchase & Install Breakaway Chains	1	LS							22,874.00	$22,874.00
	at low water.										
35500.00	Permanent Barge Design in GMP Documents & Pricing	-1	LS							1,517,000.00	($1,517,000.00)
	Permanent Barge Design in RFP#003	1	LS							1,914,000.00	$1,914,000.00
	SUB TOTAL				$0.00		$0.00		$0.00		**$614,780.00**
	Labor Burden					52.0%	$0.00				
01910000	Small Tools					3.0%	$0.00				
	Tax - Tax Exempt			0.00%	$0.00			0.00%	$0.00		
	TOTAL MATERIALS				**$0.00**						**$0.00**
	TOTAL EQUIPMENT COST								**$0.00**		**$0.00**
	TOTAL LABOR COST						**$0.00**				**$0.00**
	SUB-TOTAL										**$614,780**

RFP 003 Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**RFP 003**	**39 days**	**4/8/2021**	**6/2/2021**
2		RFP 003 Issued	0 days	4/8/2021	4/8/2021
3		RFP 003 Pricing	19 days	4/8/2021	5/4/2021
4		RFP 003 Price Submitted	0 days	5/4/2021	5/4/2021
5		RFP 003 Owner Review	10 days	5/5/2021	5/18/2021
6		RFP 003 Pricing Approved	0 days	5/18/2021	5/18/2021
7		Contract with Conrad	10 days	5/19/2021	6/2/2021
8		**Barge Fabrication RFP 003**	**190 days**	**6/3/2021**	**3/7/2022**
9		Structure Engineering	35 days	6/3/2021	7/22/2021
11		MEP Submittals	75 days	6/3/2021	9/17/2021
10		EOR Approval of Structure	5 days	7/23/2021	7/29/2021
14		Barge Fabrication	147 days	7/30/2021	3/2/2022
12		EOR Approval of MEP	15 days	9/20/2021	10/8/2021
13		RTA Inspections at Shipyard	110 days	9/23/2021	3/3/2022
15		Delivery of Barge to APC	3 days	3/3/2022	3/7/2022
16		**Barge Fabrication Baseline**	**190 days**	**6/3/2021**	**3/7/2022**
17		Prepare & Submit New Permanent Barge	45 days	6/3/2021	8/5/2021
18		Review and Approve New Permanent Barge	15 days	8/6/2021	8/26/2021
19		Fabricate New Barge	70 days	8/27/2021	12/7/2021
20		Assemble New Barge Hull	75 days	10/11/2021	1/28/2022
21		Outfitting & Testing - New Barge	10 days	1/17/2022	1/28/2022
22		New Barge Hull Painting	15 days	1/31/2022	2/18/2022
23		New Barge Launch and Delivery	10 days	2/21/2022	3/7/2022
24		Delivery of Barge to APC	0 days	3/7/2022	3/7/2022



Project: RFP 003 Schedule
Data Date: 4/8/2021
Run Date: 5/4/2021

Task | Split | Milestone | Summary | Project Summary | Manual Summary Rollup | Finish-only | External Tasks | External Milestone | Deadline | Critical | Critical Split | Progress

NEW ORLEANS IRON WORKS, L.L.C.

PO Box 100, Belle Chasse, LA 70037

Physical Address: 220 Walker Road, Belle Chasse, LA 70037
Office (504) 656-8996 ● Fax (504) 656-8998
www.neworleansironworks.com

May 4, 2021

Mr. Jeff Schiro
Woodward
1000 S. Jefferson Davis Pkwy
New Orleans, LA 70125

RE: RTA
Change Order Request No. 6r1 – RFP 003 – Boarding Barge Changes

Dear Jeff:

We herein submit our change order request for the Boarding Barge Changes per RFP 003. Please see attached for material breakdown.

Added Detailing Cost	$ 7,722.00
Added Material 14.92 Tons	$ 55,950.00
Added Galv.	$ 26,110.00
Added Handrail (139 LF)	$ 17,375.00
Added Bar Grating (351 Sq/FT)	$ 12,285.00
Erection (430 Man Hours x $81.25)	$ 34,937.50
Additional Hoisting/Man Lifts	$ 5,000.00
Delivery	$ 1,800.00
Subtotal	$161,179.50
OH&P	$ 24,176.93
Total	$185,356.00

Excludes Metal Decking at Boarding Barge Canopy
Excludes C6x8.2 Channels shown on 2/S5.10, by Others.

Please let us know if we are authorized to proceed with this work.
Sincerely,
NEW ORLEANS IRON WORKS, L.L.C.
Judson McLeod

PROPOSED CHANGE ORDER

Frischhertz Electric Co. Inc.
4240 Toulouse St.
New Orleans, LA 70119

CCN #	**RFP 003 CE 064 PERMANENT BA**
Date:	4/20/2021
Project Name:	RTA Canal St. Ferry Terminal
Project Number:	2061-21
Page Number:	1

Client Address:

Woodward Design Build
Contact: Jeff Schiro
1000 S Jefferson Davis Pkwy
New Orleans, LA 70125

Work Description

Jeff Schiro
Woodward Design Build
1000 S Jefferson Davis Pkwy

New Orleans, LA 70125
jschiro@woodwarddesignbuild.com

Re: RTA Canal St. Ferry Terminal
FEC Project # 2061-21
RFC# RFP 003 CE 064 PERMANENT BARGE REDESIGN
RE: RFP 003 CE #64 Permanent Barge Redesign
FEC Ref #1

Dear Jeff Schiro,

We are pleased to quote the price as listed below for the:

RFP 003 CE 064 Permanent Barge Redesign

Change feeder from panel TPP to permanent barge 200 amp receptacle from 2" conduit with 4-2/0 THWN and 1-#2 ground to 2-1/2" conduit with 3-4/0 THWN and 1-#2 ground.

Not included is work to be done by barge contractor. This work consists of:
Adding 200 amp disconnect switch between 200 amp plug and transformer.
Changing transformer from 45 KVA to 112.5 KVA.
Changing feeder from 112.5 KVA transformer to barge power panel.
Adding electrical for bilge and ballast water pump.
Adding electrical for sewage pump.

Backup is listed for review; if there are any questions, please feel free to call.

Qualifications:
a. This Change Order addresses the monetary settlement of the changes only, and does not address the extension of time and/or delay cost incurred by Frischhertz, all of which are hereby reserved.

ORIGINAL

PROPOSED CHANGE ORDER

CCN # RFP 003 CE 064 PERMANENT BA
Date: 4/20/2021
Project Name: RTA Canal St. Ferry Terminal
Project Number: 2061-21
Page Number: 2

Frischhertz Electric Co. Inc.
4240 Toulouse St.
New Orleans, LA 70119

Client Address:

Woodward Design Build
1000 S Jefferson Davis Pkwy
New Orleans, LA 70125

b. We reserve the right to correct this quote for errors and omissions.
c. This price is good for acceptance within 10 days from the date of receipt.
d. We request a time extension of **3** days.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Frischhertz Electric Co
Jean-Louis Cozic

Cc: change order file 2061-21

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
2" GRC (GALV)	-250	942.00	C	-2,355.00	13.70	C	-34.25
2 1/2" GRC (GALV)	250	1,777.00	C	4,442.50	18.70	C	46.75
2" GRC MYERS HUB	-12	1,038.61	C	-124.63	62.00	C	-7.44
2 1/2" GRC MYERS HUB	12	2,059.70	C	247.16	75.00	C	9.00
2" GRC COUPLING	-8	138.19	C	-11.06	0.00	C	-0.00
2 1/2" GRC COUPLING	8	341.91	C	27.35	0.00	C	0.00
2" RIGID MALE UNION	-4	42.35	E	-169.40	1.50	E	-6.00
2 1/2" RIGID MALE UNION	4	68.71	E	274.84	1.60	E	6.40
2" LB DC BODY, CVR, GSKT	-2	64.12	E	-128.24	2.50	E	-5.00
2 1/2" LB DC BODY, CVR, GSKT	2	131.77	E	263.54	3.40	E	6.80
2" GRC 90 DEG ELBOW	-8	745.27	C	-59.62	125.00	C	-10.00
2 1/2" GRC 90 DEG ELBOW	8	1,304.25	C	104.34	185.00	C	14.80
2" STEEL LOCKNUT	-2	114.48	C	-2.29	0.00	C	-0.00
2 1/2" STEEL LOCKNUT	2	183.25	C	3.67	0.00	C	0.00
2" STL GRD BUSHING	-13	1,326.13	C	-172.40	125.00	C	-16.25
2 1/2" STL GRD BUSHING	13	2,212.95	C	287.68	150.00	C	19.50
2" GRC 90 DEG FIELD BEND	-2	0.00	E	-0.00	2.50	E	-5.00
2 1/2" GRC 90 DEG FIELD BEND	2	0.00	E	0.00	3.40	E	6.80
2" LT FLEX	-20	935.25	C	-187.05	37.50	C	-7.50
2 1/2" LT FLEX	20	1,695.07	C	339.01	50.00	C	10.00
2" LT STRAIGHT CONN	-2	1,796.55	C	-35.93	43.00	C	-0.86
2 1/2" LT STRAIGHT CONN	2	16,888.01	C	337.76	50.00	C	1.00
2" LT 90 DEG CONN	-2	5,758.57	C	-115.17	51.60	C	-1.03
2 1/2" LT 90 DEG CONN	2	14,851.50	C	297.03	60.00	C	1.20
#2 THHN BLACK	0	1,694.53	M	0.00	0.00	M	0.00
#2/0 THHN BLACK	-1,080	3,301.26	M	-3,565.36	30.00	M	-32.40
#4/0 THHN BLACK	810	5,695.00	M	4,612.95	36.20	M	29.32
A-18R186 18x18x6 SCREW CVR NEMA 3R	-5	210.90	E	-1,054.50	4.00	E	-20.00
A-24R246 24x24x6 SCREW CVR NEMA 3R	5	315.50	E	1,577.50	6.00	E	30.00
2" RGC SUPPORT	-55	12.50	E	-687.50	0.20	E	-11.00
2-1/2" RGC SUPPORT	55	15.00	E	825.00	0.25	E	13.75

ORIGINAL

PROPOSED CHANGE ORDER

Frischhertz Electric Co. Inc.
4240 Toulouse St.
New Orleans, LA 70119

Client Address:

Woodward Design Build
1000 S Jefferson Davis Pkwy
New Orleans, LA 70125

CCN #	**RFP 003 CE 064 PERMANENT BA**
Date:	4/20/2021
Project Name:	RTA Canal St. Ferry Terminal
Project Number:	2061-21
Page Number:	3

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Totals	**-270**		**4,972.19**		**38.59**

General Materials		4,972.19
Total Material		**4,972.19**
ELECTRICAN	(19.30 Hrs @ $53.66)	1,035.64
FOREMAN	(9.65 Hrs @ $68.86)	664.50
APPRENTICE	(9.65 Hrs @ $45.45)	438.59
SAFETY	(0.58 Hrs @ $53.66)	31.12
CONSUMABLES	(4,972.19 @ 0.00 @ $0.05 + 9.450 % + 0.000 % + 0.000 %)	272.10
SMALL TOOLS	(31.65 @ 0.00 @ $0.05 + 0.000 % + 0.000 % + 0.000 %)	1.58
PARKING/HR	(10.00 @ 0.00 @ $1.30 + 0.000 % + 0.000 % + 0.000 %)	13.00
PROJECT MANAGER	(8.00 @ 0.00 @ $105.00 + 0.000 % + 0.000 % + 0.000 %)	840.00
Subtotal		**8,268.72**
Overhead & Markup		1,281.65
Subtotal		**9,550.37**
Final Adjustment		-0.37
Final Amount		**$9,550.00**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # **RFP 003 CE 064 PERMANENT BARGE REDESIGN**
Final Amount: **$9,550.00**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Canal Street Ferry Terminal
RTA Project No.: 2019-006
Change Order Request Number: 003

Woodward/APC, A Joint Venture
Contact: Tom Abernathy
1000 S Jefferson Davis Pkwy
New Orleans, LA 70125

Tom,

We are pleased to quote the price as listed below for the scope change in the RFP 003 permanent barge change order.

This change order scope of the work includes:

- Additional Labor and Material to install breakaway chains and shackles to permanent barge and existing mooring dolphins.

Item #	***Description***	***Quantity***	***Unit***	***Unit Price***	***Extension***
0001	RFP 003 Chain Install	1	LS	$22,874.05	**$22,874.05**
0002	RFP 003 Chain Install w/ Divers	1	LS	$27,543.05	**$27,543.05**

Qualifications:

1. Working this project using merit shop labor fifty (50) hours a week, five (5) days per week, Monday through Friday. We reserve the right to increase our efforts per day and/or per week without penalty.
2. Payment terms will be per APC's Subcontract.
3. Parish and State tax are excluded.
4. Performance and/or payment bonds are included.
5. Lien rights will not be waived until final payment has been received.
6. Quote excludes Site SSHO and QC personnel. Safety Manager will conduct periodic safety visits.
7. Additional costs incurred due to downtime out of APC's control shall be cost reimbursable. Specifically, down time / standby time includes, but is not limited to, time which APC's crew cannot perform their work due to permitting delays or any circumstance that is not in immediate control of APC Construction.
8. Quote excludes installing or maintaining all haul roads.
9. Quote excludes all permits; Federal, State, and Local.
10. This quote includes no mobilization or equipment, as work will take place while APC is currently onsite performing contracted scoped work. If this work occurs when APC is not on site, additional costs will apply.

1910 Peters Road, Harvey, LA 70058
(504) 539-4260
info@apcconstruction.com
www.apcconstruction.com

11. If River elevations are above the connection point for breakaway chain and shackle on mooring dolphins, then item #002 will have to be exercised.
12. Enough space and access must be provided by others to all of APC's working areas.
13. Utilities interfering with our work shall be relocated or de-energized prior to our mobilization.
14. Testing, Engineering, Inspection is excluded.
15. Vibration monitoring is excluded.
16. Survey and layout are excluded since it should not be required.
17. As-builts shall be by others.
18. Welding is excluded from this quote, if welding is required to attached breakaway chain to mooring dolphins it will be billed at additional cost.
19. Consumables by divers will be billed at cost plus 20%.

If you have any questions or comments, please do not hesitate to contact me.

Thanks,

Joel McLain
Project Manager

Attachments:
1. Itemized Cost Breakdown
2. Vendor Quotes

1910 Peters Road, Harvey, LA 70058
(504) 539-4260
info@apcconstruction.com
www.apcconstruction.com

Itemized Breakdown

Description		Qty	Unit	Unit Price	Total
RFP 003- Breakaway Chain Install					
Crane Operator	(5 Hrs @$48.62)				$243.10
Pile Driver	(10 Hrs @ $42.90)				$429.00
Rigger	(10 Hrs @ $34.32)				$343.20
Laborer	(5 Hrs @ $30.03)				$150.15
Project Manager	(1 Hrs @ $66.63)				$66.63
Pile Superintendent	(4 Hrs @ $66.30)				$265.20
*Burden Included					
Safety Supplies		1	LS	$84.25	$84.25
Small Tools		1	LS	$88.20	$88.20
1 3/4" Stud Link Chain		2	EA	$6,532.00	$13,064.00
1 3/4" Shackle		4	EA	$644.00	$2,576.00
Alloy Connector Link		4	EA	$371.70	$1,486.80
Freight		1	EA	$800.00	$800.00
Subtotal					**$19,596.53**
Overhead/Mark-up					$2,939.48
Total					**$22,536.01**

Change Order Totals	
RFP 003- Breakaway Chain Install	$22,536.01
Subtotal Change	**$22,536.01**
Bond	$338.04
GRAND TOTAL CHANGE	**$22,874.05**

1910 Peters Road, Harvey, LA 70058
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info@apcconstruction.com
www.apcconstruction.com

Itemized Breakdown

Description		Qty	Unit	Unit Price	Total
RFP 003- Breakaway Chain Install w/ Divers					
Crane Operator	(5 Hrs @$48.62)				$243.10
Pile Driver	(10 Hrs @ $42.90)				$429.00
Rigger	(10 Hrs @ $34.32)				$343.20
Laborer	(5 Hrs @ $30.03)				$150.15
Project Manager	(1 Hrs @ $66.63)				$66.63
Pile Superintendent	(4 Hrs @ $66.30)				$265.20
*Burden Included					
Safety Supplies		1	LS	$84.25	$84.25
Small Tools		1	LS	$88.20	$88.20
1 3/4" Stud Link Chain		2	EA	$6,532.00	$13,064.00
1 3/4" Shackle		4	EA	$644.00	$2,576.00
Alloy Connector Link		4	EA	$371.70	$1,486.80
Freight		1	EA	$800.00	$800.00
Divers		1	DYS	$4,000.00	$4,000.00
Subtotal					**$23,596.53**
Overhead/Mark-up					$3,539.48
Total					**$27,136.01**

Change Order Totals	
RFP 003- Breakaway Chain Install w/ Divers	$27,136.01
Subtotal Change	**$27,136.01**
Bond	$407.04
GRAND TOTAL CHANGE	**$27,543.05**

1910 Peters Road, Harvey, LA 70058
(504) 539-4260
info@apcconstruction.com
www.apcconstruction.com

QUOTATION

Quote Number: 131753
Quote Date: 4/21/2021
Page Number: 1

4400 N Galvez Street
New Orleans, LA 70117
PHONE: (504)-944-3366
TOLL FREE: (800)-228-7660
FAX: (504)-947-8557
EMAIL: sales@dcl-usa.com
www.dcl-usa.com

Quoted To

APC CONSTRUCTION LLC
PO BOX 1846
GRETNA, LA 70054

QUOTED TO	PHONE NUMBER	PAYMENT TERMS	JOB REFERENCE #
LOGAN MULLIGAN	(504)539-4260	Net 30 Days	

CUSTOMER ID	SALES ID	SHIPPING METHOD	F.O.B.	QUOTE EXPIRES	QUOTED LEADTIME
C01529	LSIMONEA	TBD	SEE BELOW	5/21/2021	SEE BELOW

LN#	QTY	PART ID	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4	300-07400	1-3/4" 40T ALLOY SAF SHCKL CROSBY G-2140 P/N 1021138 OUT OF STOCK UNTIL 5/21/2021 FOB: OUR YARD	$644.00	$2,576.00
3	~~2~~ 4	300-20600	1-1/4" ALLOY CONN.LINK A336 OUT OF STOCK UNTIL 5/7/2021 FOB: OUR YARD	$371.70	~~$743.40~~ $1,486.80
4	2		P/N 4650014FT 1-3/4" X 21' STUD LINK ANCHOR CHAIN SPEC: MIL-C-24633A PROOF LOAD: 249,000 LBS BREAK LOAD: 380,000 LBS FINISH: GALVANIZED 100% DOMESTIC MADE SHIPMENT: STOCK: 4 WEEKS ARO FOB: BLAINE, WA	$6,532.00	$13,064.00

MATERIAL TOTAL: ~~**$16,383.40**~~

THIS QUOTE DOES NOT INCLUDE APPLICABLE SALES TAX

STANDARD TERMS AND CONDITIONS:
The parties to this Quotation agree to conduct transactions by electronic means, and further agree that this Quotation is governed by the Master Purchase Agreement (set forth at https://dcl-usa.com/dcl_cust_terms.pdf), which is capable of download and retention by Customer. If Customer is unable to view this link, Customer agrees to notify DCL immediately. The Master Purchase Agreement contains indemnity obligations, limitations of liability, and waivers of redhibition under Louisiana law.

2021 RATE SHEET

Weekday Rate (8 hour minimum within 50 miles)

4-Man USACE / ADC Dive Team
Equipment Vehicle
Shallow water dive pack
H. P. Emergency Air
$4,000.00
$560 per hour (over 8 hours)
Extra Diver $100 per hour / OT @ $140 per hour

Weekend & Holiday Rate – All diver hours converted to overtime.

Commly Used Equipment

$650 per day – Shallow Water Dive Spread (USACE – USCG – OSHA Compliant)
$150 per day – Work Truck
$250 per day – U/W burning or welding package
$350 per box – Underwater burning and/or steel welding rods
$350 per day - Underwater Camera, Light, Umbilical, DVR & Monitor
$250 per day – Two Diver Hot Water Unit
$325 per day – Jet pump, suction w/ foot valve, jetting hose and reducer
$325 per day – Hydraulic Power unit (50 hp)
$225 per day – Less than 15 HP Hydraulic Power Unit 8/12 GPM
$400 per day – 4" submersible hydraulic pump
$975 per day – Wire Saw with control unit (requires HPU)
$225 per day – 100' Hydraulic Hoses (3/4" & 1" umbilical)
$100 per day – Underwater Hydraulic Hand Tools
$375 per day – Hydraulic Chipper (18lb) Package with P.U.
$200 per day – Hydraulic Core Drill (requires HPU and Hose Reel)
$1,980 per day – Chamber Package for planned working depths below 56' to 80'

Consumables & Rentals = Cost plus 20%

Depth premiums, penetrations and other hazardous diving conditions may require adjustment.

Per Diem Over 50 miles from 2333 Brooklyn, 70058: $145 per man (incl. meals & lodging)

12 Hour Daily Minimums when over 50 miles. Standby – 8 Hour Daily Minimums.

Mobilization when over 50 miles: $2.00 per mile.

2020 Construction Rate Sheet

Personnel

1. Within 50 miles, personnel will be charged Portal-to-Portal, with an (8) eight-hour minimum upon activation. If Applicable, the client will be charged for the time required to service, repair and restock all vehicles and equipment used during the project. This fee will be charged at the conclusion of the project.
2. Straight-Time rates apply to the first (1st) 8 hours "WORKED" between 0700-1500, Monday through Friday. All other hours worked, including Saturdays, Sundays and Holidays will be charged at the Overtime rate, except Christmas Day, which is billed at double the straight-time rate. The Anders Construction holiday rate will be charged for: New Years Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. When these holidays fall on a weekend, the nearest weekday will be charged at the Overtime rate.
3. All Anders Construction personnel meet and exceed the training requirements set forth in 29CFR1910.120 and the EM-385-1-1. Any additional training and/or medical monitoring required by the client or to satisfy federal, state and local regulations will be charged to the client at cost plus 15%.
4. Any third-party services required to perform work will be charged to the client at cost plus 15%. Hourly rate for compliance with third party services will be charged at $150 per hour.
5. Subsistence will be charged when an employee is performing work over fifty (50) miles from their normally assigned Anders Construction location at a rate of $145.00 per-day-per man. When working in high cost areas as defined by U.S. Government Travel Regulations, subsistence rates may increase.
6. Personnel travel time via air, land or water will be charged as per Anders Construction current rate sheet. Extraordinary travel expenses i.e. airline tickets, charter aircraft, taxi, parking etc., will be charged at cost plus 15%. Travel expenses for long-term, on-site personnel who are permitted to return home every three (3) weeks will be charged at cost plus 15%.
7. Personnel Protection Equipment not listed will be billed at cost plus 15%.
8. Any additional or follow-up work; reports, permitting, meetings, consent orders, insurance meetings or any other commitment of time requested by client or required by governmental agencies, courts or other involved parties will be charged to the client at the applicable daily rate (not less than $500.00/day) plus transportation and subsistence.
9. Anders Construction reserves the right to bill the client for all items and adjustments made by third party negotiators (qualified individual, adjusters, etc.).
10. Anders Construction reserves the right to bill for adjustments made necessary due to quality assurance checks and/or internal audits.
11. Anders Construction will at no time allow post emergency response negotiated rates to become retroactive.
12. Any cost-plus items that require over water transport will incur additional 10%, totaling cost plus 25%.

PERSONNEL regular/hr ot/hr

Project Manager $140.00/hr $185.00/hr
Project Engineer $120.00/hr $165.00/hr
Health & Safety Manager/Consultant $100.00/hr $150.00/hr
Consultant/Project Manager $120.00/hr $165.00/hr /
Site Safety Officer $120.00/hr $160.00/hr
Administrative/Logistical Support $60.00/hr $80.00/hr
Supervisor $110.00/hr $155/hr (non-diving)
Foreman $100.00/hr $150.00/hr (non-diving)
Subsistence and Per Diem $145.00 / MAN / DAY

Diver/Tender $100.00/hr $140 /hr
Crane Operator $100.00/hr $140.00/hr
Heavy Equip.Oper. $75.00/hr $100.00/hr
Boat Operator $100.00/hr $150.00/hr (USCG Lic.)
Journeyman $65.00/hr $85.00/hr
Welder/Fitters $145.00/hr $195.00/hr (incl. equipment)
Lead Rigger $70.00/hr $95/hr
Rigger $65.00/hr $85.00/hr
Laborer $60.00/hr $80.00/hr

EQUIPMENT

Equipment & Miscellaneous

1. Equipment is charged portal-to-portal; from time of activation.
    a. Equipment billed on an hourly basis will be billed for a minimum of eight (8) hours upon activation. Equipment billed on a daily basis will be billed for a full day upon activation, unless the response is canceled within the first four hours, and the equipment has not been used, in which case it will be billed at half the daily rate. Daily rate charges are the minimum and maximum charges.
2. Equipment identified on the rate sheet as a daily rate charge will be billed at the daily rate for any period of time used between 0001 and 2400 hours of the same day.
    a. All fuel and lube oil charges will be billed at cost plus 15%.
    b. Equipment held in reserve, either on-site or at a dispatch point for the exclusive benefit of the client, will be charged at a stand-by rate equal to half the standard rate until released by the client. If the equipment is needed on another project, the client will be notified and offered the option of releasing the equipment. If the client chooses to retain the equipment on stand-by it will be charged at the full daily rate until released.
    c. Upon completion of the project the equipment will be returned to its condition at the time of activation. The client will be billed at the equipment rate while the equipment is being decontaminated and/or repaired. If, during the performance of a service and/or services for a client, equipment and/or material sustain damage which renders the equipment and/or material beyond repair or renders decontamination impossible, said equipment and/or materials will be subject to a replacement charge at Anders Construction cost plus 15% unless said damage was sustained as a result of misuse by Anders Construction personnel.
3. Equipment and/or expendables not listed on the current rate schedule will be billed at cost plus 15% and be retained by Anders upon completion of the project.
4. Unless otherwise stated all Equipment charges are WITHOUT operator.
5. All federal, state and municipal taxes, except income taxes and ad-valorem taxes, now and hereinafter imposed with respect to services rendered; to rental equipment; to processing, manufacture, repair, delivery, transportation of equipment and supplies shall be added to and become part of the total price payable by the client. If the client claims an exemption from payment of State Sales and Use Tax, the client will be required to render an Exemption Certificate or Resale Certificate to Anders Construction prior to invoicing.
6. Disposal of recovered product and contaminated materials is the client's responsibility, as generator. Anders Construction will assist with arranging transportation and disposal, if requested.
7. The term of payment for all invoices is Net 30 days from the date of invoice. A finance charge computed at the periodic rate of one- and one-half percent (1.5%) per month (18% per annum) will be applied to all invoices with an unpaid balance beginning on the thirty-first (31st) day from the date of invoice.
8. It is the client's responsibility to pay all invoices within 30 days regardless of insurance or third-party claims.
9. Mileage on vehicles will be charged at $2.00 per mile.

AUTOMOTIVE

1-Ton Pickup Truck or Smaller $150.00/day
1-Ton Pickup Truck 4 X 4 $200.00/day
1-Ton Stake bed (Dually) $200.00/day
2- Ton Flatbed w/Auto crane $275.00/day
Mechanic's Truck $200.00/day
ATV (Utility Vehicle - Mule) $300.00/day
25 -Ton Crane Truck $125.00/hour
18 cyd Dump Truck $105.00 / hour

EQUIPMENT

Telehandler – CAT 1255 - $700.00 / day
Skid Loader $375.00 / day
308 Track Excavator $650.00 / day
Long Reach Excavator $1,350.00 / day
20 – Ton Hydraulic Cherry Picker $1,050.00 / day
35 – Ton Hydraulic Cherry Picker $1,350.00 / day
90 – Ton Truck Crane $,2900.00 / day
85 – Ton Hydraulic ATV Truck Crane $2,900.00 / day
125 – Ton Hydraulic ATV Truck Crane $3,400.00 / day
38,000# Air Burner $3,200.00 / week (+Delivery)
60 - Ton Crawler Crane $1,350.00 / day
70 – Ton Crawler Crane $1,500.00 / day
350G – John Deere $1,250.00 / day
Drive Head / Auger attachment $125.00/day
Mats 3 ply 16’ x 8’ $50.00/day
Mats 1’ x 4’ x 24’ $65.00/day
Fuel Tank (150 gal) $50.00 / day
Fuel Tank (500 gal) $58.00 / day
Fuel Tank (1000 gal) $100.00 / day
Electric Core Drill $225 / day

• A 15% Fuel Surcharge will be added to all Tickets

MARINE EQUIPMENT

20' Airboat $750.00/day
18' Flat Boat w/o Motor $250.00/day
18' Flat Boat w/Motor $240.00/day
18'-24' Fast Response Vessel $2,000.00/day
21’ Prodrive Twin-engine $750 / day
26'-28' Fast Response Vessel $2,650.00/day
Sides Scan Sonar Vessel $4,950 / 10 hr. day
Barge Boat with 30 bbl storage $950.00/day
Hopper Barge 35’ x 195’ $750.00 / day
Spud Barge 230’ x 45’ x 12’ $1,150.00 / day
Deck Barge 120’ x 30’ x 7’ $400.00 / day
ANDERS ELEVATOR - $3,500 / day
Deck Barge 264’ x 50’ x 12’ $1,000.00 / day
70 – Ton Marine Rig $5,800.00 / day
90 – Ton Marine Rig $7,000.00 / day
150 – Ton Marine Rig $8,500.00 / day
240 – Ton Marine Rig $14,500.00 / day
700 –Ton Marine Rig $65,000 / day
400 hp Single Screw 2,500.00 / day
400 hp Twin Screw $2,800.00 /day
600 hp Twin Screw $3,200.00 / day
800 hp Twin Screw $3,500.00 / day
900 hp Twin Screw $3,900.00 / day

WELDING SUPPLIES

Welding cables 100’ w/ connection $50.00 / day
Oxygen (oxygen & fuel gas) $100.00 / bottle fill
200 Amp Welder (Gas) $100.00 / day
400 Amp Welder (Diesel) $100.00 / day

AIR COMPRESSOR/GENERATORS

Air Compressor (850 CFM) $650.00/day
Air Compressor (375 CFM) $375.00/day
Air Compressor (185 CFM) $200.00/day
Generator on Trailer (125kw) $650.00/day
Generator (12kw) $200.00/day
Generator (5kw) $100.00/day

PUMP/HOSE

2" Pump, Trash Wash $100.00/day
3" Pump, Wash $120.00/day
4" Pump, Hydraulic Submersible $400.00/day
6" Pump, Hydraulic Submersible $500.00/day
Hose 1" or less (Air) $0.45ft/day
Hose 3" or less (Flat Discharge/Fire) $0.50ft/day
Hose 3" or less (Suction) $20.00/section
Hose 4"-5" (Suction) $1.00ft/day
Hose 4"-6" (Flat Discharge) $0.80 ft/day

CONCRETE PUMPING

Schwing 305 Pump w/ Man & Truck $150 / Hour (4 Hr Min)
Pump Hose Labor $60 Per Hour Per Man (8 Hr. Min per man)
Pump Prime Charge $50
Yardage Charge $5 / yd3
Pump Hose Rental $2 LF

May 4, 2021

Woodward Design+Build
1000 S Jefferson Davis Parkway
New Orleans, LA 70125

Attn: Mr. Tom Abernathy

Subject: Proposal for the Construction of 186' x 40' x 7' RTA Canal St. Ferry Docking Barge
Conrad Shipyard Proposal No. 10-19-7582 Rev. (G)

Dear Mr. Abernathy,

In response to your recent request, Conrad Shipyard, LLC is pleased to offer this Fixed Price Proposal for the construction for one (1) each 186' x 40' x 7' Docking Barge.

Pricing:

One (1) 186' x 40' x 7' Docking Barge — Total Price $1,914,000.00
(One Million Nine Hundred Fourteen Thousand U.S. Dollars)

Option Pricing:

Payment/Performance Bond — Total Price $19,500.00
(Nineteen Thousand Five Hundred U.S. Dollars)

Delivery:

Delivery for the barge is thirty-eight (38) weeks after contract award. Delivery point for the barge will be afloat FOB APC Construction in Harvey, LA.

Delivery schedule is contingent upon current workload at the time of contract award and steel availability to support the proposed production schedule included herein.

Clarifications:

Conrad Shipyard proposal pricing is based on the following clarifications:

1. The proposal is based on execution of mutually agreeable subcontractor contract terms and conditions.
2. The quoted price does not include additional sales or use taxes, if applicable.
3. Our proposal includes B/R insurance based upon the value of our proposal.
4. Our proposal specifically excludes any formal or non-formal training of the vessel crew on any of the onboard equipment and/or systems.
5. Changes to above technical clarifications, or provided design will be subject to a contract modification.
6. Payment/Performance bond pricing is included as an option price.

Clarifications (Continued):

7. Delivery point for the vessel is afloat FOB Harvey, LA at the APC contractor facility. Delivery schedules are contingent upon the owner furnished design completion supporting the proposed production schedule included herein.
8. Conrad has not included DBE certified vendors in pricing.
9. Conrad has not included the following items in proposal pricing:
    a. 5% tax not included
    b. Dry-docking
    c. Mock Ups
    d. Installation of docking barge at delivery site is not included. Conrad will deliver the barge via assist tugs to the APC Contractors facility in Harvey, LA. Transfer of the barge to owner personnel to take place at that time.
10. Conrad has included an "Appendix A - Conrad Scope of Work" to define the work to be done by Conrad.
11. Conrad pricing is based on current steel market pricing. The proposal has an average price of $0.69 per pound for plate and structurals. Conrad reserves right to update steel pricing before contract award due to market price fluctuations. Conrad proposes the inclusion of a steel escalation/de-escalation clause in the subcontractor contract agreement.
12. The quoted price does not include sales or use taxes, if applicable.
13. This proposal is based on execution of Conrad's standard commercial contract.

This proposal is valid for thirty (30) calendar days after which time we reserve the right to amend or withdraw same.

We appreciate the confidence you have in our company by allowing us to quote on your requirements and we look forward to working with you to provide firm pricing when more details become available on this project. Should you have any questions please contact me at (985) 380-2110.

Best Regards,

CONRAD SHIPYARD, LLC

Brandon Hotard

Brandon Hotard
Estimating Manager

Cc: Mr. Dan Conrad
Mr. Brett Wolbrink
Mr. Robert Sampey
Mr. Brian Barbier
Mr. Robert Socha
Mr. Travis J. Aucoin

This proposal and its attachments contain proprietary information of Conrad Shipyard, LLC. The proprietary information provided herein is intended solely for the purpose of evaluating this proposal. Such proprietary information may not be used, reproduced or disclosed to any other parties for any other purpose without the written consent of Conrad Shipyard, LLC.

May 4, 2021

Project: 186' x 40' x 7' RTA Canal St. Ferry Docking Barge
Conrad Shipyard Proposal No. 10-19-7582 Rev. (G)

Appendix A - Conrad Scope of Work

This document is to used in conjunction with Mino Marine Statement of Work (SOW) for Welded Steel Landing Barge, document ID # 350200, Rev. (2) in order to clarify Conrad Shipyards scope of work.

Item #100 Barge Hull Construction

A. Conrad to construct the barge hull structure in its entirety as shown the following drawings:
   a. NA2.01, Rev. (1)
   b. NA2.02, Rev. (1)
   c. NA2.03, Rev. (1)
   d. NA2.04, Rev. (1)

Item #101 Column Support Pedestals

A. Conrad to install on deck twenty (20) 30”x30”x1” doubler plates for the column support pedestals shown on dwg. NA3.01, Rev. (2).
B. Conrad to install on deck twenty-eight (28) 12”x12”x1” doubler plates to support the boarding platform.
C. Conrad to install below deck column support structure as shown on dwg. NA2.04, Rev. (1).

Item #102 Fendering

A. Conrad to provide and install the twenty-four (24) port side shell fendering in its entirety.

Item #103 Mooring Bitts

A. Conrad to provide and install the six (6) mooring bitts.

Item #104 Boarding Ramps

A. Conrad to provide the counterweight column pedestals only as described in item #101.
B. Entire boarding ramp scope to be provided and installed by others after delivery except for described in item A above.

Item #105 Manholes and Vertical Ladders

A. Conrad to provide and install all manholes and vertical ladders.
B. Conrad to provide single-bolt galvanized flush type manholes in the main deck.

Item #106 Machinery Room

A. Conrad to fabricate and install the machinery room as shown on dwg. NA2.04, Rev. (1).
B. Conrad to provide and install three (3) windows in the machinery house.
C. Conrad to provide and install one (1) weathertight door in the machinery house.
D. Conrad to provide and install two (2) 4' LED light fixtures in the machinery house.
E. Conrad to provide and install one (1) ¾ HP exhaust fan in the machinery house.

Item #106 Electrical System

A. Conrad to provide and install all components of the barge power panel system as shown on dwg. NA4.01, Rev. (1).
B. Conrad to install the customer furnished emergency power system unit w/ the ELP3 emergency lighting panel included.
C. Conrad to provide and install wiring from the ELP3 panel to junction boxes above deck near a canopy column for line EL1 & 3 for the superstructure lighting and EL7 camera surveillance transmission box. All superstructure lights (FB1) and camera surveillance transmission box are provided and installed by others after the barge is delivered.
D. Conrad to provide and install wiring for line EL5 from the ELP3 panel to all seven (7) deck light poles. All deck pole lights (FB), along with the poles, are provided and installed by others after the barge is delivered.
E. Conrad to provide and install under deck conduit for all above mentioned items in Conrad's scope of work.
F. Conrad to provide and install under deck conduit from two (2) camera/light poles to the closest nearby canopy column.
G. All cameras, along with their wiring, are provided and installed by others after the barge is delivered.

Item #107 Safety Chain Padeyes

A. Conrad to provide and install two (2) safety chain padeyes.
B. Breakway chains are to be provided by others.

Item #108 Handrails

A. Conrad to provide and install twenty (20) 6"x12"x1" handrail doubler plates for support of handrails that land onto the barge deck.
B. The handrails in their entirety will be provided and install by others after delivery.

Item #109 Pole Mounted Main Deck Lighting and Cameras

A. Conrad to provide and install two (2) LED solar powered obstruction lights. The obstruction lights are to be McDermott model Sun4-18L12V-120-2SPK-CL-60.
B. Conrad to provide and install two (2) obstruction lights poles.
C. The seven (7) deck light/camera poles in their entirety will be provided and install by others after delivery except Conrad will provide the four (4) mounting studs on deck for each pole.

Item #110 Mooring Yokes

A. Conrad to provide and install the two (2) barge mooring yokes.

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Item #111 Kevels

A. Conrad to provide and install the four (4) 48" kevels.

Item #112 Coating System

A. Conrad to provide coating per provided International Labmar Landing Barge Rev. 2 dated 18-Jul-2020 except for the following.
B. Conrad takes exception to the interior tank preparation noted in the International paint spec calling for a sand blast in all interior tanks. Conrad's proposal includes an interior tank surface preparation consisting of a SP-2 hand tool clean of damaged areas and a high pressure wash of the remaining intact shop primer.

Item #113 Ballast System

A. Conrad to provide and install the ballast system in it's entirety as shown on dwg. NA10.01, Rev. (1).

Item #114 Cathodic Protection

A. Conrad to provide and install twenty-five (25) 22 lb. zinc anodes.

Item #115 Mooring Jib

A. Conrad to provide and install one (1) mooring jib.

Item #116 Davit Crane

A. Conrad to provide and install one (1) davit crane, Thern Captain series 571M2, and the crane foundation.

Item #117 Boarding Ladder

A. Conrad to provide and install one (1) boarding ladder.

Item #118 Tank Vents

A. Conrad to provide and install sixteen (16) tank vents, one (1) sewage tank vent and one (1) sea chest vent.

Item #119 Sounding Tubes

A. Conrad to provide and install six (6) sounding tubes for the ballast tanks.

Item #120 Sewage System

A. Conrad to provide and install the sewage system in its entirety as shown on dwg. NA11.01, Rev. (1).

Item #121 Potable Water Shore Connections

A. Conrad to provide and install the potable water shore connection system in its entirety as shown on dwg. NA12.01, Rev. (1).

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Item #122 Channels

A. Conrad to provide and install on deck the twelve (12) pieces of C6x8.2# grating support channels iwo the boarding area as shown on dwg. S5.13, Rev. 0.

Item #123 Ramp Stringers

A. Conrad to provide and install on deck the two (2) 9”x36”x1” doubler plates iwo the ramp stringers shown on dwg. S5.13, Rev. 0, Detail 2.
B. Conrad to provide and install on deck the four (4) 6”x12”x1” doubler plates iwo the stair stringers shown on dwg. S5.31, Rev. 0, Detail 2.

Item #124 Superstructure

A. The superstructure, including all elevated walkway platform with stairs and canopy, in their entirety will be provided and installed by others after delivery.

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April 30, 2021

Project: 186' x 40' x 7' RTA Canal St. Ferry Docking Barge
Conrad Shipyard Proposal No. 10-19-7582 Rev. (F)

Appendix A – Submittal Cost Difference Breakdown

This document is to be used in conjunction with Conrad Shipyard Proposal Rev. (F) and Permit Set Submittal from April 16, 2020 in order to define the cost difference between the two submittals.

Item #100 Barge Hull Construction
Cost Difference = $240,779

A. The price of steel increased from $0.395 per pound to $0.686 per pound, equaling an increase of $0.291 per pound.
B. The purchased weight of the hull steel increased from 267.1 ST to 283.4 ST, equaling an increase of 16.3 ST. The bulk of this increase came from the deck stiffeners size increase, the additional transverse truss framing stanchions and diagonals and the additional below deck structure to support the above deck columns.
C. The increase in weight noted above and the addition of the (2) boarding gate deck recesses increased our labor hours.

Item #101 Column Support Pedestals
Cost Difference = -$4,437

A. Reduced quantity of column support pedestals from (27) to (20).
B. Added (28) walkway platform stanchion deck doublers.

Item #102 Fendering
Cost Difference = -$21,858

A. The length of the multiple fenders was reduced.

Item #103 Mooring Bitts
Cost Difference = $10,115

A. The bitts were redesigned.

Item #104 Boarding Ramps
Cost Difference = $0

A. Scope did not change. Not in Conrad's scope.

Item #105 Manholes and Vertical Ladders
Cost Difference = $4,698

A. Manhole type was confirmed, and the steel increased the cost.

Item #106 Machinery Room
Cost Difference = $4,258

A. Steel cost increase.

Item #106 Electrical System
Cost Difference = $33,088

A. The installation and wiring of the Emergency Power System was added to Conrad's scope of work.
B. The transformer size increased.
C. A shore power disconnect switch was added.
D. The ballast and sewage pump were added to the Barge Power System.

Item #107 Safety Chain Padeyes
Cost Difference = $0

A. No change

Item #108 Handrails
Cost Difference = -$55,298

A. Removed the handrails and personnel gates from Conrad's scope of work. Conrad to only provide (15) deck doublers for the handrails on main deck.

Item #109 Pole Mounted Main Deck Lighting and Cameras
Cost Difference = -$4,179

A. Removed the (7) deck light poles from Conrad's scope of work. Conrad to only provide (4) bolting studs per pole on main deck to mount the poles that are provided and installed by others.

Item #110 Mooring Yokes
Cost Difference = $1,902

A. Steel cost increase

Item #111 Kevels
Cost Difference = $0

A. No change

Item #112 Coating System
Cost Difference = $46,119

A. A new paint specification was provided.
B. The paint switched from Carboline products to International.
C. The interior coatings added an additional full coat and additional stripe coat.
D. An interior coating of the sewage tank was added.
E. One (1) additional full coat was added to the surface below the waterline.
F. Two (2) additional stripe coats were added to the side shell surface above the waterline.
G. One (1) additional stripe coat was added to the deck surface iwo non-skid area.
H. Deck non-skid area increased with owner confirming the requirement for non-skid on all deck surface not covered by the elevated walkway.

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Item #113 Ballast System
Cost Difference = $126,433

A. Completely new scope

Item #114 Cathodic Protection
Cost Difference = $0

A. No change

Item #115 Mooring Jib
Cost Difference = $0

A. No change

Item #116 Davit Crane
Cost Difference = $0

A. No change.

Item #117 Boarding Ladder
Cost Difference = $0

A. No change.

Item #118 Tank Vents
Cost Difference = $1,590

A. Latest drawings define the vents whereas the previous drawing had no detail provided.
B. Added the sewage tank vent.

Item #119 Sounding Tubes
Cost Difference = -$9,451

A. Reduced quantity of sounding tubes from (16) to (6).

Item #120 Sewage System
Cost Difference = $25,197

A. Completely new scope

Item #121 Potable Water Shore Connections
Cost Difference = -$3,956

A. Latest drawings define the potable water system whereas the previous proposal there was no drawings or details provided.

Item #122 Channels
Cost Difference = $0

A. Scope did not change. Not in Conrad's scope.

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Item #123 Ramp Stringers
Cost Difference = $0

A. Scope did not change. Not in Conrad's scope.

Item #124 Superstructure
Cost Difference = $0

A. Scope did not change. Not in Conrad's scope.

Summary:

Item #100 Hull Structure	$240,779
Item #101 Column Support Pedestals & Deck Doublers	($4,437)
Item #102 Fendering	($21,858)
Item #103 Mooring Bitts	$10,115
Item #104 Boarding Ramps	$0
Item #105 Manholes and Vertical Ladders	$4,698
Item #106 Machinery Room	$4,258
Item #106 Electrical System	$33,088
Item #107 Safety Chain Padeyes	$0
Item #108 Handrails	($55,298)
Item #109 Pole Mounted Main Deck Lighting and Cameras	($4,179)
Item #110 Mooring Yokes	$1,902
Item #111 Kevels	$0
Item #112 Coating System	$46,119
Item #113 Ballast System	$126,433
Item #114 Cathodic Protection	$0
Item #115 Mooring Jib	$0
Item #116 Davit Crane	$0
Item #117 Boarding Ladder	$0
Item #118 Tank Vents	$1,590
Item #119 Sounding Tubes	($9,451)
Item #120 Sewage System	$25,197
Item #121 Potable Water Shore Connection	($3,956)
Item #122 Channels	$0
Item #123 Ramp Stringers	$0
Item #124 Superstructure	$0
TOTAL	**$395,000**

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2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-088 **Finance Committee**

Cintas Uniforms

DESCRIPTION: To issue a PO for the Cintas Contract	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a purchase order to Cintas for the supply of Uniforms, floor mats, bathroom soaps, in response to a pre-signed contract.

ISSUE/BACKGROUND:

On 11/20/2020, the RTA entered into a 36-month agreement with Cintas to supply uniforms, hand soap, floormats, and paper towels. This was signed as a result of the transition from Transdev to the RTA. Currently, the RTA is in need of creating a PO to go along with the contract.

DISCUSSION:

What is unique about this procurement is we have been receiving products and services from Cintas since the operational transition from Transdev to the RTA but have not yet issued a PO. The RTA entered into an agreement with Cintas, committing the RTA to a 36-month service term. This represents a continuation of services previously provided via the Transdev management contracts.

FINANCIAL IMPACT:

Local is available utilizing local funds in the estimated amount of $479,974 over the 36-month contract period.

NEXT STEPS:

Upon RTA Board approval, staff will assign a purchase order.

ATTACHMENTS:

1. Routing packet and Sole source document
2. Cintas Contract
3. Board Resolution

Prepared By: Ryan Moser
Title: Maintenance Manager

Reviewed By: Raymundo Delgadillo
Title: Director of Maintenance

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

6/8/2021

Alex Wiggins
Chief Executive Officer

Date

CINTAS

STANDARD RENTAL SERVICE AGREEMENT

16115690
16116178
16116035 16119595
16116109
16116145

Location No. 0544 Agreement No. 210729226 Customer No. Date 11-20-2020

Customer RTA Phone (504)248-3900

Address 2817 Canal Street City New Orleans State LA Zip 70119

UNIFORM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X259	PRO KNIT NG - Rental		ANY	0.239
X270	CARGO PANT - Rental	1	ANY	0.229
X275	Polo	1	ANY	0.355
X330	COTTON WORK SHIRT - Rental		ANY	0.217
X340	COTTON WORK PANTS - Rental		ANY	0.312
X371	FR CARHARTT WORK PNT - Rental		ANY	0.434
X374	CINTAS OXFORD - Rental		ANY	0.244
X390	WOMENS PANT SUSAN - Rental		ANY	0.230
X395	WOMENS PANT CATHY - Rental		ANY	0.308
X59935	UF SHIRT REFL TRIM - Rental		ANY	0.249
X59970	PRM LND JKT - Rental	1	ANY	0.571
X64308	FR BLEND SH W/REFL - Rental		ANY	0.784
X66528	Dress Shirt OXFORD	1	ANY	0.248
X865	PLEATED PANT - Rental		ANY	0.249
X874	LAB COAT/WHITE W/POC - Rental		ANY	0.429
X912	Coverall	1	ANY	0.438
X935	COMFORT SHIRT - Rental		ANY	0.148
X945	COMFORT PANT - Rental		ANY	0.166
X970	HIP LENGTH JKT - Rental		ANY	0.363

EMBLEM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price

FACILITY SERVICES PRODUCTS PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	1	ANY	1.250
X10189	3X5 XTRAC MAT ONYX - Rental	1	ANY	3.500
X10192	4X6 XTRAC MAT ONYX - Rental	1	ANY	4.500
X2160	SM SHOP TWL-RED - Rental	1	ANY	0.073
X2477	3X5 SCRAPER MAT - Rental	1	ANY	1.422
X2590	"36"" DUST MOP - Rental	1	ANY	1.117
X2964	STRIPE SWIPE TOWEL - Rental	1	ANY	0.204
X5471	4x6 Local Pride Mat	1	ANY	3.920
X5718	WIPER STAND - Rental	1	ANY	0.257
X6519	AUTO FLUSH SERVICE - Rental	1	ANY	2.091
X6913	24 oz Mop	1	ANY	1.313
X8000	LOCKER 8 COMP HANGER - Rental	1	ANY	2.269
X8004	LAUNDRY LOCK UP - Rental	1	ANY	1.568
X84015	3X10 RED MAT - Rental	1	ANY	5.010
X84035	3X10 BLACK MAT - Rental	1	ANY	3.837
X84135	2X3 BLACK MAT - Rental	1	ANY	1.500
X84301	3X5 LOGO MAT - Rental	1	ANY	1.819
X84335	3X5 BLACK MAT - Rental	1	ANY	1.819
X84435	4x6 Black Mat	1	ANY	2.875
X9024	CPULL DSP WHITE - Rental	1	ANY	0.000
X9025	Center Pull Refill	2	ANY	7.413

Material #	Description	Rental Freq.	Inventory	Unit Price
X9312	1000 MOISTURE SP SVC - Rental	1	ANY	2.446
X9480	ROLL HVY DUTY WIPER - Rental	1	ANY	37.000
X9540	ZEP CHERRY BOMB 1000ML - Rental	1	ANY	0.000
X9541	1000 HD CHERRY SVC - Rental	1	ANY	4.395
X9680	BOX HVY DUTY WIPER - Rental	1	ANY	9.673
X9980	Sanis Dispenser	1	ANY	0.000
x2570	"24"" Dust Mop"	1	ANY	0.750
x84302	3x5 Safety Mat	1	ANY	1.819
x84801	7x Logo Mat	1	ANY	10.168

- This agreement is effective as of the date of execution for a term of ~~60~~ 36 months from date of Installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms $_____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material X2964 % of Inventory 3.000 $ 2.830 EA.
- Automatic Lost Replacement Charge: Material _____ % of Inventory _____ $_____ EA.
- Make-Up charge $ 1.950 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ 0.150 per garment
- Artwork Charge for Logo Mat $_____
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: $_____ per delivery.
  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage $_____ per garment. Premium Advantage $_____ per garment.
  Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage $ 0.180 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation..
- Prep Advantage $_____ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation..
- Other_____

/ ☐ _____ Date — Initial and check box if Unilease. All garments will be cleaned by Customer.

/ ☐ _____ Date — Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

/ ☐ _____ Date — Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies that ☒ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No.	0544- New Orleans	CUSTOMER:	
By	Reggie Neal	Please Sign Name	Mark A. Major
Title	Service Manager	Please Print Name	MARK A. MAJOR
Accepted-GM:		Please Print Title	Deputy CEO Admin/Finance
		E-mail	mmajor@RTAforward.org

Federal requirements attached as Exhibit A

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.

2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term, Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of(a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR

COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

EXHIBIT A

FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this contract, and any amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the New Orleans Regional Transit Authority, and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this contract must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items to be used in providing services under the contract, the Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended, and shall be responsible for obtaining the Buy America certification required under such regulations.

2. FLY AMERICA REQUIREMENTS

As used herein: "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Ch. 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers:

> International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].

The Contractor shall include the substance of this clause, including this subsection (d), in each subcontract or purchase under this Contract that may involve international air transportation.

3. INTELLIGENT TRANSPORTATION SYSTEMS—NATIONAL ARCHITECTURE

If necessary, the Contractor agrees to conform to the National Intelligent Transportation System (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

4. CHARTER SERVICE OPERATION

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

5. SCHOOL BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

6. CARGO PREFERENCE REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the contract, the Contractor agrees:

(A) To use privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers), involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels;

(B) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill of lading);

(C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (49 U.S.C. § 6321, *et seq.*), 49 C.F.R. Part 18.

8. CLEAN WATER REQUIREMENTS

(A) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq*. The Contractor agrees to report each violation to the New Orleans Regional Transit Authority and understands and agrees that the New Orleans Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

(A) Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(B) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(C) Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

(D) Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

10. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the New Orleans Regional Transit Authority.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(A) The Contractor agrees to provide New Orleans Regional Transit Authority, the FTA Administrator, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including but not limited to data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(B) The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(C) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit information related to the performance of the contract as reasonably may be required. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access is not limited to the required retention period set forth in (D) below, but continues as long as the records are retained.

(D) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain the records until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

12. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between New Orleans Regional Transit Authority and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

13. CLEAN AIR

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq*. The Contractor agrees to report each violation to the New Orleans Regional Transit Authority and understands and agrees that New Orleans Regional Transit Authority the will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (EPA) "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(A) New Orleans Regional Transit Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to New Orleans Regional Transit Authority, the Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(B) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious,

or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(A) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

(i) Debarred from participation in any federally assisted Award;
(ii) Suspended from participation in any federally assisted Award;
(iii) Proposed for debarment from participation in any federally assisted Award;
(iv) Declared ineligible to participate in any federally assisted Award;
(v) Voluntarily excluded from participation in any federally assisted Award; or
(vi) Disqualified from participation in any federally assisted Award.

(b) The Contractor has provided the New Orleans Regional Transit Authority with an attached certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform the New Orleans Regional Transit Authority of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

18. NATIONAL TRANSIT DATABASE

Contractor shall comply with and facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); conform to the NTD reporting system and the Uniform System of Accounts and Records; comply with FTA regulations, "Uniform System

of Accounts and Records and Reporting System" at 49 C.F.R. Part 630; report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," at 49 C.F.R. Parts 625 and 630; comply with any other applicable reporting regulations and requirements; and follow FTA guidance.

19. PRIVACY ACT

(A) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. CIVIL RIGHTS REQUIREMENTS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

(A) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability in the performance of this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities subject to this contract. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(C) Access for Elderly Individuals and Individuals with Disabilities. The Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.* In addition, the Contractor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

(D) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, *et seq.*, and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

(E) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

21. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

(A) This contract is subject to the requirements of 49 C.F.R Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs.

(B) The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the New Orleans Regional Transit Authority deems appropriate. See 49 CFR 26.13(b). Each subcontract that the Contractor enters into with a subcontractor must include the assurance in this subsection.

22. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

23. SAFE OPERATION OF MOTOR VEHICLES

(A) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the New Orleans Regional Transit Authority.

(B) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

24. OTHER ENVIRONMENTAL PROTECTIONS

The Contractor shall comply and facilitate compliance with all Federal environmental laws, regulations, and requirements, and will follow applicable guidance regarding them. These laws, regulations, and requirements include (but are not limited to) the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain standard terms and conditions required by

DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any New Orleans Regional Transit Authority requests which would cause New Orleans Regional Transit Authority to be in violation of the FTA terms and conditions

~~26. TERMINATION FOR CONVENIENCE~~

The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA's and/or the Government best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

~~27. TERMINATION FOR CAUSE~~

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

~~28. OPPORTUNITY TO CURE~~

The RTA at its sole discretion may, in the case of a termination for cause, allow the Contractor seven (7) calendar in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also

pursuing all available remedies against Contractor and its sureties for said breach or default.

29. WAIVER OF REMEDIES FOR ANY BREACH

In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO CINTAS FOR THE SUPPLY OF UNIFORMS AND SERVICES

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, a company is needed that can supply maintenance personnel with uniforms and cleaning services; and

WHEREAS, (One)1 contract was issued for the uniform supply and cleaning, as well floor mat cleaning services, and hand soaps for a term of 36 months; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that establishing a contract for the supply and cleaning of uniforms will positively impact our operation to acquire uniforms in a timely fashion; and

WHEREAS, funding for the above stated project is made available through, local funding for a total cost of FOUR HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED SEVENTY-FOUR ($479,974.00)

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Cintas.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ___ DAY OF _____ .

_____

FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS

Regional Transit Authority
Solicitation Request Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Attachments
(*Indicates Required Items)

* Scope of Work	Project Schedule/Delivery Date *
Technical Specifications	Selection Criteria (RFQ/RFP Only)
DBE/SBE Goal Calculation	

A. I have reviewed this form and the attachments provided, and by signing below, I give authority to the below stated Department Representative to proceed as lead in the procurement process.

Ryan Moser — Name
Maintenance Manager — Title
8400 — Ext.
Department Head Signature
5-25-2021 — **Date**

B. Name of Project, Service or Product: Cintas Contract

C. Justification of Procurement:

What is unique about this procurement is we have been receiving products and services from Cintas since the operational transition from Transdev to the RTA, but have not yet issued a PO. The RTA entered into an agreement with Cintas, committing the RTA to a 36-month service term. The estimated value is 479,974.46.

D. Certification of Authorized Grant:

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

Director of Grants/ Federal Compliance
5/25/2021 — **Date**

E. Safety: (Include Standard Safety Provisions Only)
Additional Safety Requirements Attached

Safety Director
5/25/21 — **Date**

Risk Management: Include Standard Insurance Provisions Only? (Yes) No
Include Additional Insurance Requirements Attached N/A

Risk Management Analyst
5/25/2021 — **Date**

F. 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	$ _____
Projected Cost	$ 479,974 3 year. (159,991 per year)
Previous Cost (if applicable)	$ _____
FTA Grant No. (s)	
Line Item(s)	_____
Operations/Department Code	_____
Budget Code(s)	1430004.6810.06103
	1430006.6810.061
	1430002.6810.06101
	1430016.6810.06103

Monica Richard — 5/26/2021
Budget Analyst — **Date**

G. DBE/SBE Goal: Ø % DBE _____% Small Business

NA
Director of Small Business Development — **Date**

Lozah Lee Cauthorne — 5/25/2021
DBE/EEO Compliance Manager — **Date**

H. Authorizations: I have reviewed and approved the final solicitation document.

See section A. for signature page 5/26/21
Department Head Signature — **Date**

Thomas E. Stringer Jr. TEX — 6/4/21
Division Manager — **Date**

Anne M. Bagnato — 5/26/21
Director of Procurement — **Date**

FOR PROCUREMENT USE ONLY

Type of Procurement Requested: (circle one) **IFB** **RFQ** **RFP** **SS** **TWO-STEP**

Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than $25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.

Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing.

Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Chief Financial Officer	**Date** 6/4/21
Chief Executive Officer	**Date** 6/3/21

SOLE SOURCE JUSTIFICATION FOR CINTAS

FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately in light of the standards of subparagraph 3.i(1)(b) of this Chapter. FTA expects this sole source justification to be in writing.

1. The materials/services listed on Requisition number _____is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

2. This acquisition is restricted to the following source:

Manufacturer: Cintas
Manufacturer Address: 120 Canvasback Dr, St Rose, La 70087
Manufacturer's Dealer/Representative: Keegan Haid
Dealer/Representative Address and Phone Number: 808-282-7623

3. Description of the materials/service required, the estimated cost, and required delivery date.

On 11/20/2020, The RTA entered into a 36-month agreement with Cintas to supply uniforms, hand soap, floormats, and paper towels. Currently, the RTA is in need of creating a PO to go along with the contract. The value of the contract is $479,974.

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system.

What is unique about this procurement is we have been receiving products and services from Cintas since the operational transition from Transdev to the RTA, but have not yet issued a PO. The RTA entered into an agreement with Cintas, committing the RTA to a 36-month service term. This represents a continuation of services previously provided via the Transdev management contracts.

5. Check and fill in all that are applicable:

☐ The material or service must be compatible in all aspects (form, fit, and function) with existing systems presently installed. Describe the equipment you have now and how the new materials/service must coordinate, connect, or interface with the existing system: See attached.

☐ A patent, copyright, or proprietary data limits competition. The proprietary data are described as follows:

☐ These are "direct replacement" parts/components for existing equipment.

☒ Other information to support a sole-source buy:

(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole

source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

1 **Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:**

☐ Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

☐ Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.

☐ Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

☐ Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

CERTIFICATION

I certify that statements checked and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

Ryan Moser **Requestor**	**Date**
Department Head	5-25-2021 **Date**
Grants	5/25/2021 **Date**
DBE/EEO Compliance Manager	5/25/2021 **Date**
Director of Procurement	6/4/21 **Date**
Chief Financial Officer	6/8/21 **Date**
Chief Exutive Officer	6/8/21 **Date**

CINTAS

STANDARD RENTAL SERVICE AGREEMENT

Location No. 0544 Agreement No. 210729226 Customer No. 16115690 16116178 16116035 16119595 16116109 16116145 Date 11-20-2020

Customer RTA Phone (504)248-3900

Address 2817 Canal Street City New Orleans State LA Zip 70119

UNIFORM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X259	PRO KNIT NG - Rental		ANY	0.239
X270	CARGO PANT - Rental	1	ANY	0.229
X275	Polo	1	ANY	0.355
X330	COTTON WORK SHIRT - Rental		ANY	0.217
X340	COTTON WORK PANTS - Rental		ANY	0.312
X371	FR CARHARTT WORK PNT - Rental		ANY	0.434
X374	CINTAS OXFORD - Rental		ANY	0.244
X390	WOMENS PANT SUSAN - Rental		ANY	0.230
X395	WOMENS PANT CATHY - Rental		ANY	0.308
X59935	UF SHIRT REFL TRIM - Rental		ANY	0.249
X59970	PRM LND JKT - Rental	1	ANY	0.571
X64308	FR BLEND SH W/REFL - Rental		ANY	0.784
X66528	Dress Shirt OXFORD	1	ANY	0.248
X865	PLEATED PANT - Rental		ANY	0.249
X874	LAB COAT/WHITE W/POC - Rental		ANY	0.429
X912	Coverall	1	ANY	0.438
X935	COMFORT SHIRT - Rental		ANY	0.148
X945	COMFORT PANT - Rental		ANY	0.166
X970	HIP LENGTH JKT - Rental		ANY	0.363

EMBLEM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price

FACILITY SERVICES PRODUCTS PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	1	ANY	1.250
X10189	3X5 XTRAC MAT ONYX - Rental	1	ANY	3.500
X10192	4X6 XTRAC MAT ONYX - Rental	1	ANY	4.500
X2160	SM SHOP TWL-RED - Rental	1	ANY	0.073
X2477	3X5 SCRAPER MAT - Rental	1	ANY	1.422
X2590	"36"" DUST MOP - Rental	1	ANY	1.117
X2964	STRIPE SWIPE TOWEL - Rental	1	ANY	0.204
X5471	4x6 Local Pride Mat	1	ANY	3.920
X5718	WIPER STAND - Rental	1	ANY	0.257
X6519	AUTO FLUSH SERVICE - Rental	1	ANY	2.091
X6913	24 oz Mop	1	ANY	1.313
X8000	LOCKER 8 COMP HANGER - Rental	1	ANY	2.269
X8004	LAUNDRY LOCK UP - Rental	1	ANY	1.568
X84015	3X10 RED MAT - Rental	1	ANY	5.010
X84035	3X10 BLACK MAT - Rental	1	ANY	3.837
X84135	2X3 BLACK MAT - Rental	1	ANY	1.500
X84301	3X5 LOGO MAT - Rental	1	ANY	1.819
X84335	3X5 BLACK MAT - Rental	1	ANY	1.819
X84435	4x6 Black Mat	1	ANY	2.875
X9024	CPULL DSP WHITE - Rental	1	ANY	0.000
X9025	Center Pull Refill	2	ANY	7.413

CINTAS

Material #	Description	Rental Freq.	Inventory	Unit Price
X9312	1000 MOISTURE SP SVC - Rental	1	ANY	2.446
X9480	ROLL HVY DUTY WIPER - Rental	1	ANY	37.000
X9540	ZEP CHERRY BOMB 1000ML - Rental	1	ANY	0.000
X9541	1000 HD CHERRY SVC - Rental	1	ANY	4.395
X9680	BOX HVY DUTY WIPER - Rental	1	ANY	9.673
X9980	Sanis Dispenser	1	ANY	0.000
x2570	"24"" Dust Mop"	1	ANY	0.750
x84302	3x5 Safety Mat	1	ANY	1.819
x84801	7x Logo Mat	1	ANY	10.168

- This agreement is effective as of the date of execution for a term of ~~60~~ 36 months from date of Installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms $_____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material X2964 % of Inventory 3.000 $ 2.830 EA.
- Automatic Lost Replacement Charge: Material _____ % of Inventory _____ $_____ EA.
- Make-Up charge $ 1.950 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ 0.150 per garment
- Artwork Charge for Logo Mat $_____
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: $_____ per delivery.
  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage $_____ per garment. Premium Advantage $_____ per garment.
  Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage $ 0.180 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation..
- Prep Advantage $_____ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation..
- Other_____

/ ☐ _____ Date — Initial and check box if Unilease. All garments will be cleaned by Customer.

/ ☐ _____ Date — Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

/ ☐ _____ Date — Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CINTAS

Customer certifies that ☒ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No.	0544- New Orleans	CUSTOMER:	
By	Regional VP	Please Sign Name	Mark A. Major
Title	Service Manager	Please Print Name	MARK A. MAJOR
Accepted-GM:		Please Print Title	Deputy CEO Admin/Finance
		E-mail	mmajor@RTAforward.org

Federal requirements attached as Exhibit A

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.

2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term, Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of(a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR

COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

EXHIBIT A

Exhibit A

FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this contract, and any amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the New Orleans Regional Transit Authority, and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this contract must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items to be used in providing services under the contract, the Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended, and shall be responsible for obtaining the Buy America certification required under such regulations.

2. FLY AMERICA REQUIREMENTS

As used herein: "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Ch. 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers:

> International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].

The Contractor shall include the substance of this clause, including this subsection (d), in each subcontract or purchase under this Contract that may involve international air transportation.

3. INTELLIGENT TRANSPORTATION SYSTEMS—NATIONAL ARCHITECTURE

If necessary, the Contractor agrees to conform to the National Intelligent Transportation System (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

4. CHARTER SERVICE OPERATION

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

5. SCHOOL BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

6. CARGO PREFERENCE REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the contract, the Contractor agrees:

(A) To use privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers), involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels;

(B) To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill of lading);

(C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (49 U.S.C. § 6321, *et seq.*), 49 C.F.R. Part 18.

8. CLEAN WATER REQUIREMENTS

(A) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* The Contractor agrees to report each violation to the New Orleans Regional Transit Authority and understands and agrees that the New Orleans Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

(A) Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(B) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(C) Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

(D) Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

10. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the New Orleans Regional Transit Authority.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(A) The Contractor agrees to provide New Orleans Regional Transit Authority, the FTA Administrator, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including but not limited to data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(B) The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(C) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit information related to the performance of the contract as reasonably may be required. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access is not limited to the required retention period set forth in (D) below, but continues as long as the records are retained.

(D) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain the records until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

12. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between New Orleans Regional Transit Authority and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

13. CLEAN AIR

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* The Contractor agrees to report each violation to the New Orleans Regional Transit Authority and understands and agrees that New Orleans Regional Transit Authority the will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (EPA) "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(A) New Orleans Regional Transit Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to New Orleans Regional Transit Authority, the Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(B) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious,

or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(A) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

(i) Debarred from participation in any federally assisted Award;
(ii) Suspended from participation in any federally assisted Award;
(iii) Proposed for debarment from participation in any federally assisted Award;
(iv) Declared ineligible to participate in any federally assisted Award;
(v) Voluntarily excluded from participation in any federally assisted Award; or
(vi) Disqualified from participation in any federally assisted Award.

(b) The Contractor has provided the New Orleans Regional Transit Authority with an attached certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform the New Orleans Regional Transit Authority of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

18. NATIONAL TRANSIT DATABASE

Contractor shall comply with and facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); conform to the NTD reporting system and the Uniform System of Accounts and Records; comply with FTA regulations, "Uniform System

of Accounts and Records and Reporting System" at 49 C.F.R. Part 630; report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," at 49 C.F.R. Parts 625 and 630; comply with any other applicable reporting regulations and requirements; and follow FTA guidance.

19. PRIVACY ACT

(A) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. CIVIL RIGHTS REQUIREMENTS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

(A) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability in the performance of this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities subject to this contract. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that FTA may issue.

(C) Access for Elderly Individuals and Individuals with Disabilities. The Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.* In addition, the Contractor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

(D) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, *et seq.*, and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

(E) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

21. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

(A) This contract is subject to the requirements of 49 C.F.R Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs.

(B) The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the New Orleans Regional Transit Authority deems appropriate. See 49 CFR 26.13(b). Each subcontract that the Contractor enters into with a subcontractor must include the assurance in this subsection.

22. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

23. SAFE OPERATION OF MOTOR VEHICLES

(A) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the New Orleans Regional Transit Authority.

(B) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

24. OTHER ENVIRONMENTAL PROTECTIONS

The Contractor shall comply and facilitate compliance with all Federal environmental laws, regulations, and requirements, and will follow applicable guidance regarding them. These laws, regulations, and requirements include (but are not limited to) the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain standard terms and conditions required by

DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any New Orleans Regional Transit Authority requests which would cause New Orleans Regional Transit Authority to be in violation of the FTA terms and conditions

~~26. TERMINATION FOR CONVENIENCE~~

The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA's and/or the Government best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

~~27. TERMINATION FOR CAUSE~~

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

~~28. OPPORTUNITY TO CURE~~

The RTA at its sole discretion may, in the case of a termination for cause, allow the Contractor seven (7) calendar in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also

pursuing all available remedies against Contractor and its sureties for said breach or default.

29. WAIVER OF REMEDIES FOR ANY BREACH

In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:

Cintas Contract

X New Procurement
___ Contract Modification (Change Order)
___ Exercise of Option

Method of Obtaining Estimate: Estimate based on price received by NICE Bus solicitation number E3263R for similar item.

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

___ Published Price List (attach source and date)

X 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 $ 474,974.46

The preceding independent cost estimate was prepared by:

Ryan Moser

Name

Signature

Location	5 mohtn total	Projected 36 month total
Canal	$ 22,338.40	$ 160,836.48
Carrolton	$ 10,982.11	$ 79,071.19
SIS	$ 9,242.29	$ 66,544.49
ENO	$ 19,019.43	$ 136,939.90
Money Room	$ 817.17	$ 5,883.62
Mops and rugs	$ 4,263.72	$ 30,698.78
Total	$ 66,663.12	$ 479,974.46
Cost per year		$ 159,991.49

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Carrollton

FOR NON-PAYMENT CORRESPONDENCE:
CINTAS CORPORATION #0544 0544
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HARAHAN, LA 70123
USA

PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

ATTN: COST CENTER 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE		AMOUNT DUE	DUE DATE
12/24/2020	16116035		4071179389	$	154.44	02/22/2021
12/31/2020	16116035		4071815058	$	2,278.77	03/01/2021
01/14/2021	16116035		4073004987	$	293.23	03/15/2021
01/21/2021	16116035		4073665988	$	377.50	03/22/2021
01/28/2021	16116035		4074332147	$	635.69	03/29/2021
02/04/2021	16116035		4074966856	$	596.23	03/10/2021
02/11/2021	16116035		4075613566	$	358.46	03/10/2021
02/18/2021	16116035		4076260653	$	523.93	03/10/2021

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PAYER # 16138700
ATTN: COST CENTER 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE		AMOUNT
12/24/2020	02/22/2021	4071179389	$	154.44
12/31/2020	03/01/2021	4071815058	$	2,278.77
01/14/2021	03/15/2021	4073004987	$	293.23
01/21/2021	03/22/2021	4073665988	$	377.50
01/28/2021	03/29/2021	4074332147	$	635.69
02/04/2021	03/10/2021	4074966856	$	596.23
02/11/2021	03/10/2021	4075613566	$	358.46
02/18/2021	03/10/2021	4076260653	$	523.93

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PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
02/25/2021	16116035		4077000035	$ 358.49	03/10/2021
03/04/2021	16116035		4077640177	$ 274.76	04/10/2021
03/11/2021	16116035		4078321004	$ 274.76	04/10/2021
03/16/2021	16116035		1902047088	$ 258.00	04/10/2021
03/18/2021	16116035		4078974204	$ 270.95	04/10/2021
03/25/2021	16116035		4079569842	$ 336.73	04/10/2021
04/01/2021	16116035		4080285279	$ 469.93	05/10/2021
04/08/2021	16116035		4080883025	$ 345.27	05/10/2021

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TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
02/25/2021	03/10/2021	4077000035	$ 358.49
03/04/2021	04/10/2021	4077640177	$ 274.76
03/11/2021	04/10/2021	4078321004	$ 274.76
03/16/2021	04/10/2021	1902047088	$ 258.00
03/18/2021	04/10/2021	4078974204	$ 270.95
03/25/2021	04/10/2021	4079569842	$ 336.73
04/01/2021	05/10/2021	4080285279	$ 469.93
04/08/2021	05/10/2021	4080883025	$ 345.27

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PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
04/15/2021	16116035		4081554386	$ 279.49	05/10/2021
04/16/2021	16116035		1902121253	$ 258.00	05/10/2021
04/22/2021	16116035		4082252712	$ 385.72	05/10/2021
04/29/2021	16116035		4082917521	$ 388.11	05/10/2021
05/06/2021	16116035		4083578196	$ 450.09	06/10/2021
05/13/2021	16116035		4084249528	$ 310.14	06/10/2021
12/24/2020	16116035	BULK	4071179287	$ 68.84	02/22/2021
01/14/2021	16116035	BULK	4073004716	$ 68.84	03/15/2021

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REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
04/15/2021	05/10/2021	4081554386	$ 279.49
04/16/2021	05/10/2021	1902121253	$ 258.00
04/22/2021	05/10/2021	4082252712	$ 385.72
04/29/2021	05/10/2021	4082917521	$ 388.11
05/06/2021	06/10/2021	4083578196	$ 450.09
05/13/2021	06/10/2021	4084249528	$ 310.14
12/24/2020	02/22/2021	4071179287	$ 68.84
01/14/2021	03/15/2021	4073004716	$ 68.84

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PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
01/21/2021	16116035	BULK	4073665617	$ 68.84	03/22/2021
01/28/2021	16116035	BULK	4074331913	$ 68.84	03/29/2021
02/04/2021	16116035	BULK	4074966629	$ 51.92	03/10/2021
02/11/2021	16116035	BULK	4075613281	$ 51.92	03/10/2021
02/18/2021	16116035	BULK	4076260507	$ 51.92	03/10/2021
02/25/2021	16116035	BULK	4076999973	$ 51.92	03/10/2021
03/04/2021	16116035	BULK	4077640044	$ 68.34	04/10/2021
03/11/2021	16116035	BULK	4078320840	$ 51.92	04/10/2021

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TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
01/21/2021	03/22/2021	4073665617	$ 68.84
01/28/2021	03/29/2021	4074331913	$ 68.84
02/04/2021	03/10/2021	4074966629	$ 51.92
02/11/2021	03/10/2021	4075613281	$ 51.92
02/18/2021	03/10/2021	4076260507	$ 51.92
02/25/2021	03/10/2021	4076999973	$ 51.92
03/04/2021	04/10/2021	4077640044	$ 68.34
03/11/2021	04/10/2021	4078320840	$ 51.92

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PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
03/18/2021	16116035	BULK	4078974082	$ 51.92	04/10/2021
03/25/2021	16116035	BULK	4079569554	$ 51.92	04/10/2021
04/01/2021	16116035	BULK	4080285029	$ 68.34	05/10/2021
04/08/2021	16116035	BULK	4080882771	$ 51.92	05/10/2021
04/15/2021	16116035	BULK	4081554117	$ 51.92	05/10/2021
04/22/2021	16116035	BULK	4082252370	$ 51.92	05/10/2021
04/29/2021	16116035	BULK	4082917347	$ 68.34	05/10/2021
05/06/2021	16116035	BULK	4083577998	$ 51.92	06/10/2021

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TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
03/18/2021	04/10/2021	4078974082	$ 51.92
03/25/2021	04/10/2021	4079569554	$ 51.92
04/01/2021	05/10/2021	4080285029	$ 68.34
04/08/2021	05/10/2021	4080882771	$ 51.92
04/15/2021	05/10/2021	4081554117	$ 51.92
04/22/2021	05/10/2021	4082252370	$ 51.92
04/29/2021	05/10/2021	4082917347	$ 68.34
05/06/2021	06/10/2021	4083577998	$ 51.92

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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

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REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138700
STATEMENT DATE 05/20/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
05/13/2021	16116035	BULK	4084249296	$ 51.92	06/10/2021

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
$ 864.07	$ 2,418.96	$ 2,790.17	$ 4,908.91	$ 0.00	$ 10,982.11

Please detach and enclose the below coupon with your payment

PAYER # 16138700
ATTN: COST CENTER 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 10,982.11	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
05/13/2021	06/10/2021	4084249296	$ 51.92

PLEASE REMIT PAYMENT TO:
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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

ATTN: COST CENTER 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138565
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
12/08/2020	16116101		1901813746	$ 46.06	02/06/2021
12/21/2020	16116101		4070668088	$ 316.96	02/19/2021
12/28/2020	16116101		4071337223	$ 378.63	02/26/2021
01/04/2021	16116101		4071953665	$ 563.45	03/05/2021
01/11/2021	16116101		4072589216	$ 538.32	03/12/2021
01/18/2021	16116101		4073258066	$ 576.45	03/19/2021
01/25/2021	16116101		4073918103	$ 693.43	03/26/2021
02/01/2021	16116101		4074563987	$ 2,787.64	04/02/2021

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PAYER # 16138565
ATTN: COST CENTER 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 19,019.43	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
12/08/2020	02/06/2021	1901813746	$ 46.06
12/21/2020	02/19/2021	4070668088	$ 316.96
12/28/2020	02/26/2021	4071337223	$ 378.63
01/04/2021	03/05/2021	4071953665	$ 563.45
01/11/2021	03/12/2021	4072589216	$ 538.32
01/18/2021	03/19/2021	4073258066	$ 576.45
01/25/2021	03/26/2021	4073918103	$ 693.43
02/01/2021	04/02/2021	4074563987	$ 2,787.64

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HARAHAN, LA 70123
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ATTN: COST CENTER 460
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USA

PAYER # 16138565
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
02/08/2021	16116101		4075215832	$ 589.75	04/09/2021
02/15/2021	16116101		4075862135	$ 2,862.70	03/10/2021
02/17/2021	16116101		1901978953	$ 26.26	03/10/2021
02/22/2021	16116101		4076521773	$ 734.89	03/10/2021
03/01/2021	16116101		4077205025	$ 647.75	04/10/2021
03/08/2021	16116101		4077877892	$ 445.63	04/10/2021
03/15/2021	16116101		4078548032	$ 505.55	04/10/2021
03/22/2021	16116101		4079148704	$ 378.99	04/10/2021

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USA

TOTAL DUE	PAYMENT AMOUNT
$ 19,019.43	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
02/08/2021	04/09/2021	4075215832	$ 589.75
02/15/2021	03/10/2021	4075862135	$ 2,862.70
02/17/2021	03/10/2021	1901978953	$ 26.26
02/22/2021	03/10/2021	4076521773	$ 734.89
03/01/2021	04/10/2021	4077205025	$ 647.75
03/08/2021	04/10/2021	4077877892	$ 445.63
03/15/2021	04/10/2021	4078548032	$ 505.55
03/22/2021	04/10/2021	4079148704	$ 378.99

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USA

PAYER # 16138565
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
03/29/2021	16116101		4079861798	$ 853.15	04/10/2021
04/05/2021	16116101		4080422358	$ 356.68	05/10/2021
04/12/2021	16116101		4081116476	$ 672.92	05/10/2021
04/19/2021	16116101		4081840901	$ 623.66	05/10/2021
04/26/2021	16116101		4082492565	$ 1,787.57	05/10/2021
05/03/2021	16116101		4083150055	$ 850.40	06/10/2021
05/10/2021	16116101		4083826605	$ 793.76	06/10/2021
05/17/2021	16116101		4084485050	$ 988.83	06/10/2021

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
$ 2,632.99	$ 3,440.83	$ 6,901.89	$ 5,997.66	$ 46.06	$ 19,019.43

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TOTAL DUE	PAYMENT AMOUNT
$ 19,019.43	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
03/29/2021	04/10/2021	4079861798	$ 853.15
04/05/2021	05/10/2021	4080422358	$ 356.68
04/12/2021	05/10/2021	4081116476	$ 672.92
04/19/2021	05/10/2021	4081840901	$ 623.66
04/26/2021	05/10/2021	4082492565	$ 1,787.57
05/03/2021	06/10/2021	4083150055	$ 850.40
05/10/2021	06/10/2021	4083826605	$ 793.76
05/17/2021	06/10/2021	4084485050	$ 988.83

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CINTAS CORPORATION #0544 0544
625 ELMWOOD PARK BLVD
HARAHAN, LA 70123
USA

Carol

PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
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REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
10/24/2019			4002223731	$ -189.20	
08/26/2020	16116178		9100646229	$ -340.00	
11/03/2020	16116178		4066155355	$ 480.87	01/02/2021
12/22/2020	16116178		4070888195	$ 645.34	02/20/2021
12/29/2020	16116178		4071509412	$ 3,642.64	02/27/2021
01/19/2021	16116178		4073380519	$ 393.66	03/20/2021
01/26/2021	16116178		4074053243	$ 149.84	03/27/2021
02/02/2021	16116178		4074677493	$ 149.84	04/03/2021

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PAYER # 16138698
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
10/24/2019		4002223731	$ -189.20
08/26/2020		9100646229	$ -340.00
11/03/2020	01/02/2021	4066155355	$ 480.87
12/22/2020	02/20/2021	4070888195	$ 645.34
12/29/2020	02/27/2021	4071509412	$ 3,642.64
01/19/2021	03/20/2021	4073380519	$ 393.66
01/26/2021	03/27/2021	4074053243	$ 149.84
02/02/2021	04/03/2021	4074677493	$ 149.84

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REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
02/09/2021	16116178		4075316730	$ 151.48	04/10/2021
02/16/2021	16116178		4076037372	$ 412.54	03/10/2021
02/23/2021	16116178		4076695286	$ 169.56	03/10/2021
03/02/2021	16116178		4077372744	$ 169.56	04/10/2021
03/09/2021	16116178		4078012098	$ 165.97	04/10/2021
03/16/2021	16116178		4078683909	$ 420.68	04/10/2021
03/23/2021	16116178		4079282255	$ 165.97	04/10/2021
03/30/2021	16116178		4080004674	$ 350.79	04/10/2021

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REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
02/09/2021	04/10/2021	4075316730	$ 151.48
02/16/2021	03/10/2021	4076037372	$ 412.54
02/23/2021	03/10/2021	4076695286	$ 169.56
03/02/2021	04/10/2021	4077372744	$ 169.56
03/09/2021	04/10/2021	4078012098	$ 165.97
03/16/2021	04/10/2021	4078683909	$ 420.68
03/23/2021	04/10/2021	4079282255	$ 165.97
03/30/2021	04/10/2021	4080004674	$ 350.79

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2817 CANAL ST
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USA

PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
04/06/2021	16116178		4080428329	$ 170.30	05/10/2021
04/13/2021	16116178		4081259290	$ 408.95	05/10/2021
04/20/2021	16116178		4081979800	$ 205.23	05/10/2021
04/27/2021	16116178		4082628841	$ 761.56	05/10/2021
05/04/2021	16116178		4083301715	$ 635.62	06/10/2021
05/11/2021	16116178		4083962826	$ 704.17	06/10/2021
05/18/2021	16116178		4084611634	$ 319.83	06/10/2021
01/05/2021	16116178	CANAL MAINT	4072112472	$ 458.22	03/06/2021

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PAYER # 16138698
REGIONAL TRANSIT AUTHORITY
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TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
04/06/2021	05/10/2021	4080428329	$ 170.30
04/13/2021	05/10/2021	4081259290	$ 408.95
04/20/2021	05/10/2021	4081979800	$ 205.23
04/27/2021	05/10/2021	4082628841	$ 761.56
05/04/2021	06/10/2021	4083301715	$ 635.62
05/11/2021	06/10/2021	4083962826	$ 704.17
05/18/2021	06/10/2021	4084611634	$ 319.83
01/05/2021	03/06/2021	4072112472	$ 458.22

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PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
01/12/2021	16116178	CANAL MAINT	4072723622	$ 582.16	03/13/2021
01/19/2021	16116178	CANAL MAINT	4073381742	$ 594.47	03/20/2021
01/26/2021	16116178	CANAL MAINT	4074054245	$ 629.61	03/27/2021
02/02/2021	16116178	CANAL MAINT	4074678710	$ 644.94	04/03/2021
02/09/2021	16116178	CANAL MAINT	4075317867	$ 384.90	04/10/2021
02/16/2021	16116178	CANAL MAINT	4076038066	$ 754.29	03/10/2021
02/23/2021	16116178	CANAL MAINT	4076695558	$ 925.64	03/10/2021
03/02/2021	16116178	CANAL MAINT	4077373046	$ 550.89	04/10/2021

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REGIONAL TRANSIT AUTHORITY
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TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
01/12/2021	03/13/2021	4072723622	$ 582.16
01/19/2021	03/20/2021	4073381742	$ 594.47
01/26/2021	03/27/2021	4074054245	$ 629.61
02/02/2021	04/03/2021	4074678710	$ 644.94
02/09/2021	04/10/2021	4075317867	$ 384.90
02/16/2021	03/10/2021	4076038066	$ 754.29
02/23/2021	03/10/2021	4076695558	$ 925.64
03/02/2021	04/10/2021	4077373046	$ 550.89

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SERVICE QUESTIONS # 833-711-5955

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PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
03/09/2021	16116178	CANAL MAINT	4078012330	$ 634.58	04/10/2021
03/16/2021	16116178	CANAL MAINT	4078684140	$ 473.87	04/10/2021
03/23/2021	16116178	CANAL MAINT	4079282694	$ 672.04	04/10/2021
03/30/2021	16116178	CANAL MAINT	4080004791	$ 874.57	04/10/2021
04/06/2021	16116178	CANAL MAINT	4080428547	$ 728.34	05/10/2021
04/13/2021	16116178	CANAL MAINT	4081259975	$ 464.91	05/10/2021
04/20/2021	16116178	CANAL MAINT	4081980310	$ 618.56	05/10/2021
04/27/2021	16116178	CANAL MAINT	4082629161	$ 588.48	05/10/2021

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TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
03/09/2021	04/10/2021	4078012330	$ 634.58
03/16/2021	04/10/2021	4078684140	$ 473.87
03/23/2021	04/10/2021	4079282694	$ 672.04
03/30/2021	04/10/2021	4080004791	$ 874.57
04/06/2021	05/10/2021	4080428547	$ 728.34
04/13/2021	05/10/2021	4081259975	$ 464.91
04/20/2021	05/10/2021	4081980310	$ 618.56
04/27/2021	05/10/2021	4082629161	$ 588.48

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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

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PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
05/04/2021	16116178	CANAL MAINT	4083301816	$ 382.31	06/10/2021
05/11/2021	16116178	CANAL MAINT	4083962986	$ 545.98	06/10/2021
05/18/2021	16116178	CANAL MAINT	4084611836	$ 382.60	06/10/2021
11/10/2020	16116178	SHOPTOWEL	4066892882	$ 17.56	01/09/2021
12/22/2020	16116178	SHOPTOWEL	4070887386	$ 17.56	02/20/2021
12/29/2020	16116178	SHOPTOWEL	4071505522	$ 17.56	02/27/2021
01/19/2021	16116178	SHOPTOWEL	4073380476	$ 17.56	03/20/2021
01/26/2021	16116178	SHOPTOWEL	4074053167	$ 17.56	03/27/2021

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NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
05/04/2021	06/10/2021	4083301816	$ 382.31
05/11/2021	06/10/2021	4083962986	$ 545.98
05/18/2021	06/10/2021	4084611836	$ 382.60
11/10/2020	01/09/2021	4066892882	$ 17.56
12/22/2020	02/20/2021	4070887386	$ 17.56
12/29/2020	02/27/2021	4071505522	$ 17.56
01/19/2021	03/20/2021	4073380476	$ 17.56
01/26/2021	03/27/2021	4074053167	$ 17.56

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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

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PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
02/02/2021	16116178	SHOPTOWEL	4074677384	$ 17.56	04/03/2021
02/09/2021	16116178	SHOPTOWEL	4075316654	$ 17.56	04/10/2021
02/16/2021	16116178	SHOPTOWEL	4076037237	$ 12.78	03/10/2021
02/23/2021	16116178	SHOPTOWEL	4076695236	$ 12.78	03/10/2021
03/02/2021	16116178	SHOPTOWEL	4077372647	$ 12.78	04/10/2021
03/09/2021	16116178	SHOPTOWEL	4078012084	$ 12.78	04/10/2021
03/16/2021	16116178	SHOPTOWEL	4078683930	$ 12.78	04/10/2021
03/23/2021	16116178	SHOPTOWEL	4079282232	$ 12.78	04/10/2021

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TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
02/02/2021	04/03/2021	4074677384	$ 17.56
02/09/2021	04/10/2021	4075316654	$ 17.56
02/16/2021	03/10/2021	4076037237	$ 12.78
02/23/2021	03/10/2021	4076695236	$ 12.78
03/02/2021	04/10/2021	4077372647	$ 12.78
03/09/2021	04/10/2021	4078012084	$ 12.78
03/16/2021	04/10/2021	4078683930	$ 12.78
03/23/2021	04/10/2021	4079282232	$ 12.78

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PAYER # 16138698
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
03/30/2021	16116178	SHOPTOWEL	4080004704	$ 12.78	04/10/2021
04/06/2021	16116178	SHOPTOWEL	4080428278	$ 12.78	05/10/2021
04/13/2021	16116178	SHOPTOWEL	4081259236	$ 12.78	05/10/2021
04/20/2021	16116178	SHOPTOWEL	4081979843	$ 12.78	05/10/2021
04/27/2021	16116178	SHOPTOWEL	4082628776	$ 12.78	05/10/2021
05/04/2021	16116178	SHOPTOWEL	4083301636	$ 12.78	06/10/2021
05/11/2021	16116178	SHOPTOWEL	4083962774	$ 12.78	06/10/2021
05/18/2021	16116178	SHOPTOWEL	4084611482	$ 12.78	06/10/2021

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
$ 2,479.65	$ 3,997.45	$ 7,711.80	$ 7,651.07	$ 498.43	$ 22,338.40

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TOTAL DUE	PAYMENT AMOUNT
$ 22,338.40	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
03/30/2021	04/10/2021	4080004704	$ 12.78
04/06/2021	05/10/2021	4080428278	$ 12.78
04/13/2021	05/10/2021	4081259236	$ 12.78
04/20/2021	05/10/2021	4081979843	$ 12.78
04/27/2021	05/10/2021	4082628776	$ 12.78
05/04/2021	06/10/2021	4083301636	$ 12.78
05/11/2021	06/10/2021	4083962774	$ 12.78
05/18/2021	06/10/2021	4084611482	$ 12.78

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SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

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ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138726
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE		AMOUNT DUE	DUE DATE
08/24/2020			7010351594	$	-47.74	
01/12/2021			1008958078	$	-136.56	
07/28/2020	16116145		4057045213	$	-57.55	
09/01/2020	16116145		4060284776	$	-57.55	
09/09/2020	16116145		4060952014	$	-57.55	
12/22/2020	16116145		4070887764	$	136.56	02/20/2021
12/29/2020	16116145		4071507176	$	2,243.47	02/27/2021
01/05/2021	16116145		4072110603	$	211.89	03/06/2021

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PAYER # 16138726
ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 9,242.29	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE		AMOUNT
08/24/2020		7010351594	$	-47.74
01/12/2021		1008958078	$	-136.56
07/28/2020		4057045213	$	-57.55
09/01/2020		4060284776	$	-57.55
09/09/2020		4060952014	$	-57.55
12/22/2020	02/20/2021	4070887764	$	136.56
12/29/2020	02/27/2021	4071507176	$	2,243.47
01/05/2021	03/06/2021	4072110603	$	211.89

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USA

PAYER # 16138726
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
01/12/2021	16116145		4072722887	$ 256.20	03/13/2021
01/19/2021	16116145		4073381023	$ 298.36	03/20/2021
01/26/2021	16116145		4074053591	$ 311.21	03/27/2021
02/02/2021	16116145		4074677861	$ 385.05	04/03/2021
02/09/2021	16116145		4075317352	$ 655.56	04/10/2021
02/16/2021	16116145		4076037692	$ 308.04	03/10/2021
02/23/2021	16116145		4076695399	$ 628.51	03/10/2021
03/02/2021	16116145		4077372892	$ 191.69	04/10/2021

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PAYER # 16138726
ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
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USA

TOTAL DUE	PAYMENT AMOUNT
$ 9,242.29	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
01/12/2021	03/13/2021	4072722887	$ 256.20
01/19/2021	03/20/2021	4073381023	$ 298.36
01/26/2021	03/27/2021	4074053591	$ 311.21
02/02/2021	04/03/2021	4074677861	$ 385.05
02/09/2021	04/10/2021	4075317352	$ 655.56
02/16/2021	03/10/2021	4076037692	$ 308.04
02/23/2021	03/10/2021	4076695399	$ 628.51
03/02/2021	04/10/2021	4077372892	$ 191.69

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FOR NON-PAYMENT CORRESPONDENCE:
CINTAS CORPORATION #0544 0544
625 ELMWOOD PARK BLVD
HARAHAN, LA 70123
USA

PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138726
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
03/09/2021	16116145		4078012311	$ 308.04	04/10/2021
03/16/2021	16116145		4078684105	$ 430.61	04/10/2021
03/23/2021	16116145		4079282479	$ 294.87	04/10/2021
03/30/2021	16116145		4080004730	$ 314.76	04/10/2021
04/06/2021	16116145		4080428523	$ 291.28	05/10/2021
04/13/2021	16116145		4081259631	$ 338.50	05/10/2021
04/20/2021	16116145		4081980171	$ 344.72	05/10/2021
04/27/2021	16116145		4082629223	$ 486.98	05/10/2021

Please detach and enclose the below coupon with your payment

PAYER # 16138726
ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 9,242.29	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
03/09/2021	04/10/2021	4078012311	$ 308.04
03/16/2021	04/10/2021	4078684105	$ 430.61
03/23/2021	04/10/2021	4079282479	$ 294.87
03/30/2021	04/10/2021	4080004730	$ 314.76
04/06/2021	05/10/2021	4080428523	$ 291.28
04/13/2021	05/10/2021	4081259631	$ 338.50
04/20/2021	05/10/2021	4081980171	$ 344.72
04/27/2021	05/10/2021	4082629223	$ 486.98

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FOR NON-PAYMENT CORRESPONDENCE:
CINTAS CORPORATION #0544 0544
625 ELMWOOD PARK BLVD
HARAHAN, LA 70123
USA

PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

PAYER # 16138726
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
05/04/2021	16116145		4083301823	$ 496.53	06/10/2021
05/11/2021	16116145		4083962899	$ 351.85	06/10/2021
05/18/2021	16116145		4084611813	$ 314.56	06/10/2021

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
$ 805.99	$ 1,461.48	$ 3,190.15	$ 3,784.67	$ 0.00	$ 9,242.29

Please detach and enclose the below coupon with your payment

PAYER # 16138726
ATTN: COST CENTER # 460
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119
USA

TOTAL DUE	PAYMENT AMOUNT
$ 9,242.29	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
05/04/2021	06/10/2021	4083301823	$ 496.53
05/11/2021	06/10/2021	4083962899	$ 351.85
05/18/2021	06/10/2021	4084611813	$ 314.56

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FOR NON-PAYMENT CORRESPONDENCE:
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120 CANVASBACK DR.
SAINT ROSE, LA 70087
USA

PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT
MOPS & RUGS

REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

PAYER # 16119595
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
08/24/2020	16119595		4059490661	$ 195.86	10/23/2020
12/21/2020	16119595		4070663654	$ 195.86	02/19/2021
12/28/2020	16119595		4071304486	$ 195.86	02/26/2021
01/04/2021	16119595		4071918690	$ 195.86	03/05/2021
01/11/2021	16119595		4072585545	$ 195.86	03/12/2021
01/18/2021	16119595		4073252079	$ 195.86	03/19/2021
01/25/2021	16119595		4073944131	$ 195.86	03/26/2021
02/01/2021	16119595		4074546864	$ 195.86	04/02/2021

Please detach and enclose the below coupon with your payment

PAYER # 16119595
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

TOTAL DUE	PAYMENT AMOUNT
$ 4,263.72	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
08/24/2020	10/23/2020	4059490661	$ 195.86
12/21/2020	02/19/2021	4070663654	$ 195.86
12/28/2020	02/26/2021	4071304486	$ 195.86
01/04/2021	03/05/2021	4071918690	$ 195.86
01/11/2021	03/12/2021	4072585545	$ 195.86
01/18/2021	03/19/2021	4073252079	$ 195.86
01/25/2021	03/26/2021	4073944131	$ 195.86
02/01/2021	04/02/2021	4074546864	$ 195.86

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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

PAYER # 16119595
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
02/08/2021	16119595		4075190599	$ 144.38	04/09/2021
02/15/2021	16119595		4075839816	$ 195.86	03/10/2021
02/22/2021	16119595		4076573372	$ 195.86	03/10/2021
03/01/2021	16119595		4077200501	$ 195.86	04/10/2021
03/08/2021	16119595		4077873398	$ 195.86	04/10/2021
03/15/2021	16119595		4078540879	$ 195.86	04/10/2021
03/22/2021	16119595		4079144049	$ 195.86	04/10/2021
03/29/2021	16119595		4079878919	$ 161.54	04/10/2021

Please detach and enclose the below coupon with your payment

PAYER # 16119595
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

TOTAL DUE	PAYMENT AMOUNT
$ 4,263.72	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
02/08/2021	04/09/2021	4075190599	$ 144.38
02/15/2021	03/10/2021	4075839816	$ 195.86
02/22/2021	03/10/2021	4076573372	$ 195.86
03/01/2021	04/10/2021	4077200501	$ 195.86
03/08/2021	04/10/2021	4077873398	$ 195.86
03/15/2021	04/10/2021	4078540879	$ 195.86
03/22/2021	04/10/2021	4079144049	$ 195.86
03/29/2021	04/10/2021	4079878919	$ 161.54

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PAYMENT INQUIRY # 833-711-5955
SERVICE QUESTIONS # 833-711-5955

ACCOUNT STATEMENT

TO VIEW AND PAY YOUR BILLS ONLINE VISIT:
WWW.CINTAS.COM/MYACCOUNT

REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

PAYER # 16119595
STATEMENT DATE 05/19/2021

DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
04/05/2021	16119595		4080426664	$ 195.86	05/10/2021
04/12/2021	16119595		4081149872	$ 130.69	05/10/2021
04/19/2021	16119595		4081830595	$ 195.86	05/10/2021
04/26/2021	16119595		4082488595	$ 195.86	05/10/2021
05/03/2021	16119595		4083146468	$ 157.25	06/10/2021
05/10/2021	16119595		4083813648	$ 195.86	06/10/2021
05/17/2021	16119595		4084481018	$ 144.38	06/10/2021

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
$ 497.49	$ 718.27	$ 1,481.08	$ 1,371.02	$ 195.86	$ 4,263.72

Please detach and enclose the below coupon with your payment

PAYER # 16119595
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
USA

TOTAL DUE	PAYMENT AMOUNT
$ 4,263.72	

Please allow 5 - 10 business days for processing

DATE	DUE DATE	REFERENCE	AMOUNT
04/05/2021	05/10/2021	4080426664	$ 195.86
04/12/2021	05/10/2021	4081149872	$ 130.69
04/19/2021	05/10/2021	4081830595	$ 195.86
04/26/2021	05/10/2021	4082488595	$ 195.86
05/03/2021	06/10/2021	4083146468	$ 157.25
05/10/2021	06/10/2021	4083813648	$ 195.86
05/17/2021	06/10/2021	4084481018	$ 144.38

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2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-089 **Finance Committee**

A DEFERRAL IS REQUESTED FOR THIS ITEM--CY 2020 Single Audit Acceptance

DESCRIPTION: Request Acceptance of the 2020 Single Audit conducted by Carr, Riggs & Ingram	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☐ Approval ☐ Review Comment ☐ Information Only ☒ Other	

RECOMMENDATION:

Staff recommends Acceptance of the 2020 Single Audit

ISSUE/BACKGROUND:

Carr, Riggs & Ingram has conducted and completed the financial statement audit for the year ending December 31, 2020 in accordance with Generally Accepted Auditing Standards

DISCUSSION:

Acceptance of the 2020 Single Audit is requested from Board of Commissioners

FINANCIAL IMPACT:

NONE

NEXT STEPS:

NONE

ATTACHMENTS:

Board Resolution

Prepared By: Dacia Johnson
Title: Administrative Analyst

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

Click or tap to enter a date.

Alex Wiggins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

RESOLUTION FOR THE ACCEPTANCE OF THE 2020 SINGLE AUDIT

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners retained the services of Carr, Riggs & Ingram to perform the audit of the Schedule of Federal Financial Assistance for the year ending December 31, 2020; and

WHEREAS, Carr, Riggs & Ingram has conducted and completed the audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, (1994 Revision) issued by the Comptroller General of the United States and the provisions of the Office of Management and Budget Circular A-133, Audits of State and Local Governments; and

WHEREAS, the 2020 Single Audit was presented at the June 10, 2021 Finance Committee Meeting and the June 22, 2021 Board Meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the audited 2020 Schedule of Federal Financial Assistance is accepted and approved for submittal to the Federal Audit Clearinghouse (FAC).

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE 2021.

_____

FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 21-090 **Finance Committee**

A DEFERRAL IS REQUESTED FOR THIS ITEM---CY 2020 Financial Audit Acceptance

DESCRIPTION: Request Acceptance of the 2020 Financial Audit conducted by Carr, Riggs & Ingram	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☐ Approval ☐ Review Comment ☐ Information Only ☒ Other	

RECOMMENDATION:

Staff recommends Acceptance of the 2020 Financial Audit

ISSUE/BACKGROUND:

Carr, Riggs & Ingram has conducted and completed the financial statement audit for the year ending December 31, 2020 in accordance with Generally Accepted Auditing Standards

DISCUSSION:

Acceptance of the 2020 Financial Audit is requested from Board of Commissioners

FINANCIAL IMPACT:

NONE

NEXT STEPS:

NONE

ATTACHMENTS:

Board Resolution

Prepared By: Dacia Johnson
Title: Administrative Analyst

Reviewed By: Mark Major
Title: Deputy Chief Financial Officer

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer

Click or tap to enter a date.

Alex Wiggins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

RESOLUTION FOR THE ACCEPTANCE OF THE 2020 FINANCIAL AUDIT

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners retained the services of Carr, Riggs & Ingram to perform the financial statement audit for the year ending December 31,2020; and

WHEREAS, Carr, Riggs & Ingram has conducted and completed the audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards issued by the Comptroller General of the United States; and

WHEREAS, the 2020 Financial Audit was presented at the June 10, 2021 Finance Committee Meeting and the June 22, 2021 Board Meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the audited 2020 Financial Statements and schedules are accepted and approved for submittal to the Louisiana Legislative Auditors.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 22nd DAY OF JUNE 2021.

_____
FLOZELL DANIELS, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS