



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Board of Commissioners
Meeting Agenda - Final

Tuesday, June 27, 2023

10:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday June 27, 2023, at 10:00 a.m. Please be advised that all meeting participants will be required to wear masks inside the boardroom due to the recent rise of COVID-19 cases in the City of New Orleans and at the RTA.

Written comments on any matter included on the agenda will be accepted in the following ways: 1) Submission of a Speaker Card on meeting day; 2) Electronically by email sent to: rtaboard@rtafoward.org prior to the meeting; or 3) By U.S. Mail send to 2817 Canal Street, Attention: Office of Board Affairs, New Orleans, LA 70119.

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board Minutes- May 23, 2023]

[23-110](#)

4. Reports

A. RTA Chairman's Report

(i) Introduction and swearing of Timolynn Sams as RTA Commissioner

(ii) Committee Assignments:

- Operations & Administration Committee
- Finance Committee

B. Operations & Administration Committee Chairman's Report

- C. Finance Committee Chairman's Report
- D. Jefferson Parish Report
- E. RTA General Counsel's Report
- F. RTA Chief Executive Officer's Report
- G. Chief of Staff Legislative Update
- H. Operations Update
- I. RTA Chief Financial Officer's Report

5. Consent Agenda

- Purchase of Non-Revenue Support Vehicles (Ram 1500 Trucks) [23-070](#)
- McPherson Oil Contract Extension [23-079](#)
- Change Order for Fuel Card Services [23-080](#)
- New State Contract for Fuel Card Services [23-081](#)
- Purchase Canal and Riverfront Streetcar Inverter Upgrades [23-087](#)
- Change Order for Transit Security Services [23-089](#)

6. Consideration of CY2022 Single Audit Acceptance

- CY 2022 Single Audit Acceptance [23-068](#)

7. Consideration of CY 2022 Financial Audit Acceptance

- CY 2022 Financial Audit Acceptance [23-069](#)

8. Consideration of the Internal Audit Charter

- Adoption of the Internal Audit Charter [23-088](#)

9. RTA's Compensation Schedule

- RTA Compensation Schedule [23-086](#)

10. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

11. Audience Questions and Comments

12. Executive Session (2/3RDS VOTE TO Consider)

- Personnel Matters
- IBEW Contract Update

13. Request for Approval of the IBEW 1700-4 Contract

RTA Labor Agreement with IBEW Local 1700-4

[23-109](#)

14. Adjournment

[06.27.23 PowerPoint Presentation]

[23-112](#)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-110

Board of Commissioners

[Board Minutes- May 23, 2023]



Board Report and Staff Summary

File #: 23-070

Board of Commissioners

Purchase of Non-Revenue Support Vehicles (Ram 1500 Trucks)

DESCRIPTION: Authorization to purchase ten (10) Ram 1500 Trucks.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract to Premier Automotive for \$385,769.00 to purchase ten (10) Ram 1500 trucks.

ISSUE/BACKGROUND:

The agency has a need to replace and expand our fleet of 1500 trucks. These trucks are used to transport goods and maintain equipment throughout the agency. Many of our existing trucks have reached the end of their useful life. Previously the board had approved the purchase of 7 trucks via Board resolution 22-0009. Along with this procurement, our fleet of half-ton trucks will all be updated.

DISCUSSION:

The RTA was awarded Grant Funding to purchase non-Revenue support vehicles via grant LA2022-022. While we were able to purchase seven (7) trucks using Grant La2021-024, the addition of this new grant has allowed us to replace the remaining end-of-life trucks. The agency will use Louisiana State Contract number 4400023795 for this procurement.

FINANCIAL IMPACT:

Funding for this procurement is made available through grant LA2022-022.1113.114211. The estimated total cost for ten (10) vehicles is \$385,769.00.

NEXT STEPS:

Upon RTA Board Approval, Staff will work with procurement to complete the purchase.

ATTACHMENTS:

1. Resolution
2. Procurement routing document

Prepared By: Ryan Moser
Title: Director of Fleet Advancement

Reviewed By: Ryan Moser
Title: Interim Chief Asset Manager Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



5/25/2023

Lona Edwards Hankins
Chief Executive Officer

Date



Regional Transit Authority State Contract Procurement Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Solicitation ID	149
ProjectSchedule Delivery Date	6/1/2024 5:00 AM
Technical Specs attached	Yes
Scope of Work attached	No

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.

Name: MOSER, RYAN
Title: DIRECTOR OF FLEET ADVANCEMENT
Ext: 8458

B. Name of Project, Service or Product:

1500 Truck purchase

C. Justification of Procurement:

This procurement aims to replace our current 1500 series Trucks, which have reached the end of their useful life and are now outdated. By purchasing these trucks, the agency can update our support fleet and improve our operations. Moreover, we plan to utilize Grant funds to cover the cost of this acquisition. Specifically, we intend to purchase 10 Ram 1500 Crew Cab trucks.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director of Grants / Federal compliance:	Alisa Maniger
Signature	<i>Alisa Maniger</i>
Date	April 25 2023

E. Security:

Security Chief	Robert C Hickman Jr
Signature	<i>Robert C Hickman Jr</i>
Date	4/27/2023 8:31 PM

F. Safety: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached



Safety Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	April 27 2023

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	April 28 2023

G. Funding Source:

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

ICE Amount: \$385,769.00

Total Projected Cost: \$385,769.00

Funding Type: Federal

Federal Funding	State	Local	Other
\$500,000.00			
Projected Fed Cost	State	Local	Other
\$385,769.00			

FTA Grant IDs	Budget Codes
LA2022-022.1113.114211	

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1		



Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Budget Analyst	
Signature	
Date	

H. DBE/SBE GOAL:

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	April 28 2023

DBE/EE Manager	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	April 28 2023

I. Information Technology Dept. vetting.

IT Director	Sterlin Stevens
Signature	<i>Sterlin Stevens</i>
Date	4/28/2023 4:39 PM

J. Authorizations: I have reviewed and approved the final solicitation document.

Department Head	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	April 25 2023

Chief	Dwight Norton
Signature	<i>Dwight Norton</i>
Date	April 27 2023



Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	April 28 2023

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

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.

State Contract (SC) this procurement is via a State competitive procurement

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	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	May 01 2023

Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	May 01 2023



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 PURCHASE TEN (10) PREMIER
DODGE RAM 1500 SERIES TRUCKS**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Chief Executive Officer of the RTA has the need to purchase ten (10) 1500 series trucks; and

WHEREAS, the purchase of these vehicles will enable the RTA to effectively carry out its day-to-day operation; and

WHEREAS, staff has evaluated and determined that purchasing from Premier Dodge utilizing the Louisiana state contract 4400023795 is the most cost-effective way to purchase the vehicles; and

WHEREAS, RTA's Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project since there are no subcontracting opportunities; and

WHEREAS, staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and



RESOLUTION NO. _____

Page 2

WHEREAS, funding for the above-stated project is made available through Grant LA2022-022.1113.114211 in the amount of THREE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS.

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 Premier Dodge.

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 _____.

MARK RAYMOND JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 23-079

Board of Commissioners

McPherson Oil Contract Extension

DESCRIPTION: To extend an existing contract with McPherson Oil by exercising the first one-year option.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract extension to McPherson Companies Inc. for the purchase of vehicle fluids and lubes in the amount of \$366,330.00.

ISSUE/BACKGROUND:

In 2021, the board approved Resolution 2021-001 in the amount of six hundred fifty thousand two hundred ninety-two dollars (\$650,292), authorizing the purchase of vehicle fluids and lubricants. Over the past two years, our agency has been sourcing oils, antifreeze, DEF fluid, and grease from the McPherson Companies Inc. The Company has consistently delivered these products in a timely manner without any issues. The existing contract between our agency and McPherson allows for an extension if both parties agree. Additionally, in the previous board item, the board authorized a two-year contract with the provision for two one-year extensions.

DISCUSSION:

This board approval aims to exercise the first one-year option with the McPherson Companies. By doing so, we will ensure that our fleets are equipped with the necessary fluids and lubricants for effective maintenance.

FINANCIAL IMPACT:

The estimated cost of the one-year extension is Three hundred sixty-six thousand three hundred thirty dollars (\$366,330). With this contract modification, the total value will reach one million sixteen thousand six hundred twenty-two dollars (\$1,016,622). The necessary funding will utilize local fund accounts 1430099.8070.03103, 1430006.8070.03105, 1430002.8070.03101.

NEXT STEPS:

Once approved staff will work on the contract modification.

ATTACHMENTS:

1. Resolution
2. Procurement routing

Prepared By: Ryan Moser
Title: Interim Chief of Asset Management

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



6/1/2023

Lona Edwards Hankins
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 AWARD A CONTRACT A CONTRACT EXTENSION TO
MCPHERSON COMPANIES INC, FOR THE SUPPLY OF VEHICLE FLUIDS AND LUBES**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit bids for Vehicle Fluids and Lubes.

WHEREAS, the staff issued an Invitation for Bid Solicitation (IFB) 2021-001 for the acquisition of vehicle fluids and lube.

WHEREAS, two (2) 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 The McPherson Companies was determined responsive after 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, based on the prior bid and existing contract staff recommends; and

WHEREAS, staff evaluated all cost components submitted by vendor and determined the price to be fair and reasonable; and



RESOLUTION NO. _____

Page 2

WHEREAS, funding for the first two-year period was made available through, local funding for a total cost of SIX HUNDRED FIFTY THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND ZERO CENTS (\$650,292.00).

WHEREAS, funding for this one-year extension is made available through, local funding for a total three-year contract cost of ONE MILLION SIXTEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS (\$1,016,622). The necessary funding will utilize local fund accounts 1430099.8070.03103, 1430006.8070.03105, 1430002.8070.03101

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 The McPherson Companies Inc.

THE FOREGOING WAS READ IN FULL, AND 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 _____ .

MARK RAYMOND, JR.
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.

Date Created	May 10, 2023
Change Order ID	97

A. Department Representative to participate in procurement process.

Name: MOSER, RYAN
Title: DIRECTOR OF FLEET ADVANCEMENT
Ext: 8458

B. Contract Information:

Contract Number	
PO Number	913290
Contract Title	The McPherson Companies

Contract-History:

Original Award Value	650292
Previously Executed Change Order Value	
Adjusted Contract Value	
Current Change Order Value	366330
Revised Contract Value	1016622

C. Justification of Change Order

This change order will support the one year extension of the McPherson Oil contract authorized by the board in 2021 via resolution 2021-001.

D. Type of Change Request: Administrative

E. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	
Are there any amendments pending?	
If yes see explanation (attachments are in the SharePoint folder for this request)	

Director of Grants/ Federal Compliance:



Signature:

Date:

F. Safety, Security, And Emergency Management: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: **false**

Chief: **Michael J Smith**

Signature: *Michael J Smith*

Date: **May 15 2023**

Risk Management:

Include Standard Insurance Provisions Only?	No
Include Additional Insurance Requirements Attached ?	false

Risk Management Analyst: **Marc L Popkin**

Signature: *Marc L Popkin*

Date: **May 15 2023**

G. Funding Source:

Independent Cost Estimate (ICE): **\$366,330.00**

Projected Total Cost: **\$366,330.00**

Funding Type: **Local**

Federal Funding	State	Local	Other
		\$406,330.00	
Projected Fed Cost	State	Local	Other
		\$366,330.00	

FTA Grant IDs	Budget Codes
	1430099.8070.03103
	1430006.8070.03105
	1430002.8070.03101

Budget Analyst: **Tiffany Gourrier**

Signature: *Tiffany Gourrier*

Date: **May 12 2023**

H. 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.):

DBE % Goal	0
------------	----------



SLDBE % Goal	0
SBE % Goal	0

Director of Small Business Development: Adonis Charles Expose
Signature: *Adonis Charles Expose*
Date: May 15 2023

DBE/EEO Compliance Manager: Adonis Charles Expose
Signature: *Adonis Charles Expose*
Date: May 15 2023

I. Authorizations: I have reviewed and approved the final solicitation document.

Department Head: Ryan Moser
Signature: *Ryan Moser*
Date: May 11 2023

Chief: Ryan Moser
Signature: *Ryan Moser*
Date: May 15 2023

Director of Procurement: Ronald Gerard Baptiste
Signature: *Ronald Gerard Baptiste*
Date: May 15 2023

Chief Financial Officer: Gizelle Johnson-Banks
Signature: *Gizelle Johnson-Banks*
Date: May 17 2023

Chief Executive Officer: Lona Edwards Hankins
Signature: *Lona Edwards Hankins*
Date: 5/17/2023 8:35 PM



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-080

Board of Commissioners

Change Order for Fuel Card Services

DESCRIPTION: To execute a change order for fuel card services until the agency can transition over to the state contract.	AGENDA NO: Click or tap here to enter text. FILE ID: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to issue a contract modification with Retif Oil & Fuel, LLC for the continued use of fuel card services.

ISSUE/BACKGROUND:

Previously issued RFP-22-019 was unresponsive. The agency is switching over to the Louisiana State fuel card program. However, it is necessary to keep the current month-month fuel card program funded to ensure a smooth transition.

DISCUSSION:

This contract modification will extend our existing month-to-month fuel card contract, which is essential for fueling our paratransit and non-revenue vehicles. The purpose is to maintain uninterrupted fueling services until we can successfully transition to the Louisiana state fuel contract. The agency's goal for the transition is by the end of July 2023.

FINANCIAL IMPACT:

The fuel contract is locally funded, with the change order modification of \$162,000 it will bring the total contract value to \$3,518,980 for the total life of the contract.

NEXT STEPS:

Upon approval, staff will issue a change order modification to the purchase order.

ATTACHMENTS:

1. Resolution
2. Procurement routing

Prepared By: Jacques Robichaux
 Title: Director of Bus Maintenance

Reviewed By: Ryan Moser
Title: Interim Chief of Asset Management

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



6/1/2023

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO EXTEND A CONTRACT FOR UNLEADED GASOLINE
DISPENSING SERVICES TO RETIF OIL & FUEL**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, on February 19, 2018, an agreement was made and entered into by and between the Regional Transit Authority (herein referred to as the “RTA”); with Retif Oil and Gas for the sole purpose of providing Unleaded Gasoline Dispensing Services for a period of 5 years; and

WHEREAS, both parties agreed the RTA will compensate Retif for services provided, as specified in said agreement: the compensation due contractor shall not exceed \$1,300,000.00 unless properly authorized; and

WHEREAS, the RTA has previously executed change orders valued at \$2,056,980, adjusting the current value to \$3,356,980.

WHEREAS, in accordance with articles III and IV of the Agreement between RTA and Retif Oil & Fuel, LLC, the RTA is Authorizing additional funding using accounts 1430099.8030.081, 1430099.9221.181, 1450006.8030.03105, 1450006.9221.03105, for the value of \$162,000. For the duration to transition over to the Louisiana State Fuel Contract (August 2023) increasing the contract value to 3,518,980.



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

504.827.8300

www.norta.com

RESOLUTION NO. _____

Page 2

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 amend the Refit Oil and Gas Contract for Extended and Additional Unleaded Gasoline Dispensing Services.

THE FOREGOING WAS READ IN FULL, AND 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 JUNE, 2023.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



You're On Your Way!

This request with ID: 98 is currently locked thus not editable. It's in progress and it has been approved by one of RTA levels of approval. In order to make this request editable, it must be rejected and return to the department representative for re-work.

Click to see the full log

REQUEST ID: 98

Mode: Locked

Status: In-Progress

Stage: Budget Review

Created By: ROBICHAUX, JACQUES
Wed May 17 2023 17:11:17 GMT-0500 (Central Daylight Time)

Default Email Routing Assignment *

NOTE: Please click above to update the "Email Routing Assignments".

Check to see any reject comments if any

EMAIL ROUTING ASSIGMENTS

Dir/Dept Head Personnel
Lookup *

Jacques Robichaux

Dept Head Full Name

#Jacques Robichaux

Dept Head RTA Email *

jrobichaux@rtaforward.org

Grants Personnel Lookup

Alisa Maniger

Dir Grants Rep Full Name

Alisa Maniger

Dir Grants RTA Email *

amaniger@rtaforward.org

Budget Personnel Lookup

Budget Team (All budget ...

Budget Analyst Full Name

#Budget Team (All budget a

Budget Analyst RTA Email *

Budget@rtaforward.org

Safety Personnel Lookup

Michael J Smith

Chief Safety Full Name

Michael J Smith

Chief Safety RTA Email *

mjsmith@rtaforward.org

Risk Personnel Lookup

Marc Popkin

Risk Analyst Full Name

Marc Popkin

Risk Analyst RTA Email *

mpopkin@rtaforward.org

SBE Personnel Lookup

Adonis Expose

Dir SBE Full Name

Adonis Expose

Dir SBE RTA Email *

aexpose@rtaforward.org

DBE Personnel Lookup

Adonis Expose

DBE/EEO Compliance Manager
Name

Adonis Expose

DBE/EEO Compliance Manager
RTA Email *

AExpose@rtaforward.org

Chief Lookup *

Ryan Moser

Chief Full Name

#Ryan Moser

Chief RTA Email *

rmoser@rtaforward.org

Procurement Lookup

Ronald Baptiste Jr.

Dir Procurement Full Name

Ronald Baptiste Jr.

Dir Procurement RTA Email *

rbaptiste@rtaforward.org

CFO Lookup

Gizelle Banks

CFO Full Name

Gizelle Banks

CFO RTA Email *

gbanks@rtaforward.org

CEO Lookup

Lona E. Hankins

CEO Full Name

Lona E. Hankins

CEO RTA Email *

lhankins@rtaforward.org

A. Department Representative to participate in the procurement process:Title: DIRECTOR OF MAINTENANCE Name: ROBICHAUX, JACQUES Email: jrobichaux@rtaforward.org

RTA Phone Ext. Number

*

5048278476

B. Contract Information

Contract No.

912398

Contract Title *

Gasoline Fuel Card Purchasing Services

PO No. *

912398

 Check to add attachments (Limited to 25MB)

Additional Contract Info Attachments



change order fuel card 1.pdf

C. Contract History

Original award value *

\$ 1,300,000.00

Previously executed change order value

\$ 2,056,980.00

Adjusted contract value

\$ 3,356,980.00

Adjusted Contract Value prior to requested change order

Current change order value *

\$ 162,000.00

Revised contract value *

\$ 3,518,980.00

Revised Contract Value with current change order

D. Justification of Change Order *

This change order is being initiated to extend our existing month-to-month fuel card contract, which is essential for fueling our paratransit and non-revenue vehicles. The purpose is to maintain uninterrupted fueling services until we can successfully transition to the Louisiana state fuel contract.

E. Type of Change Request *

- Administrative
- Supplemental
- Termination

F. Responsibility Determination: Price determined fair and reasonable based on (An ICE form or other form of determination must be provided)

Responsibility Determination *

Independent Cost Estimate

ICE

\$ 162,000.00

Ice Form or Other form is required *

051723 ICE.pdf

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.):

Director of Small Business Development

DBE/EEO Compliance Manager

ADONIS EXPOSE

ADONIS EXPOSE

H. Specification of Authorized Grant is Required?

Director of Grants / Federal Compliance

Yes No

ALISA MANIGER

I. Funding Source

Funding Type *

Federal State Local Other

Budget Analyst

#BUDGET TEAM (ALL BUDGET ANALYSTS)

Available Federal funding

Available State Funding

Available Local Funding *

Available Other Funding

\$

\$

\$ 162,000.00

\$

Revised Projected Federal cost

Revised Projected State Cost

Revised Projected Local Cost *

Revised Projected Other Cost

\$

\$

\$ 162,000.00

\$

Total Available Funding

Revised Projected total cost

Revised Contract Value Entered

\$ 162,000.00

\$ 162,000.00

\$ 3,518,980.00

Note: The default "Budget Team" includes all budget analysts. They will all get an email, but only one will approve according to the budget code assignment.

Budget Code -1 *

FTA Grant -1

1450006.8030.03105

Budget Code - 2

FTA Grant - 2

1450006.9221.03105

Budget Code - 3

1430099.8030.081

Budget Code - 4

1430099.9221.181

FTA Grant - 3

FTA Grant - 4

J. Safety/Security and Risk

Include Safety Review and Approval is Required



Yes

Safety Chief

MICHAEL J SMITH

Check to add Safety Attachments

Include STD Insurance Provisions is Required



Yes

Risk Management Analyst

MARC POPKIN

Check to add Risk Attachments

Department Representative

Department Requestor Signature *

Date *

Jacques Robichaux Sr.

May 17, 2023



Board Report and Staff Summary

File #: 23-081

Board of Commissioners

New State Contract for Fuel Card Services

DESCRIPTION: To enter a contract to supply unleaded fuel to paratransit and non-revenue vehicles under the state’s contract fuel card program.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a three-year contract to Mansfield Oil Co of Gainesville Inc. for fleet fuel services in the amount of \$4,508,191.

ISSUE/BACKGROUND:

The RTA currently utilizes fuel cards to refuel our paratransit and support fleet gasoline vehicles. However, our existing fuel contract has expired, and we are currently operating on a month-to-month basis with our current fuel provider (refer to 23-080). The agency recently conducted an RFP process with RFP 2022-019 to secure a new fuel contract, but unfortunately, the bid was found to be unresponsive.

DISCUSSION:

In light of unresponsive RFP bids, the staff has turned to the state contract that offers fuel dispensing services similar to what the agency is currently receiving. By utilizing the Louisiana State contract fuel card program, the agency can enjoy several benefits, including federal tax exemptions per gallon, bulk fuel incentives, no setup fees for the card program, and rebates.

It is important to note that the City of New Orleans and other Louisiana State agencies are already utilizing this state contract for their fueling needs. One notable example where this arrangement could prove beneficial is during hurricane events. The agency previously relied on city fueling stations during Hurricane Ida, and being on the state contract for fuel could simplify the process if the agency needs to use these pumps again in the future.

To proceed with this arrangement, staff recommends establishing a purchase order for a three-year contract with two one-year options, utilizing the state's fueling contract number 4400008141.

FINANCIAL IMPACT:

Fuel services for paratransit and non-revenue vehicles are locally funded through local accounts 1430099.8030.081, 1430099.9221.181, 1450006.8030.03105, 1450006.9221.03105. It is estimated that the three-year cost of these fueling services will be four million five hundred eight thousand one hundred ninety-one dollars \$4,508,191. The estimated remaining FY 2023 cost is eight hundred

ninety-two thousand six hundred eighty-four dollars \$892,864.89.

NEXT STEPS:

Once approved staff will begin to work on implementing the new fuel card program.

ATTACHMENTS:

1. Resolution
2. Procurement routing
3. State fuel card flyer

Prepared By: Jacques Robichaux
Title: Director of Maintenance

Reviewed By: Ryan Moser
Title: Interim Chief of Asset Management

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



6/1/2023

Lona Edwards Hankins
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 AWARD A CONTRACT TO MANSFIELD OIL CO OF
GAINESVILLE INC.**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Chief Executive Officer of the RTA has the need to purchase gasoline and fuel card service; and

WHEREAS, the purchase of these fuel card services will enable the RTA to paratransit and non-revenue vehicles to operate; and

WHEREAS, staff has evaluated and determined that purchasing from Mansfield Oil Co of Gainesville inc. utilizing the Louisiana state contract 4400008141 is the most cost-effective way to purchase fuel services; and

WHEREAS, RTA's Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project since there are no subcontracting opportunities; and

RESOLUTION NO. _____

Page 2



WHEREAS, it is the opinion of the RTA Board of Commissioners that the purchase of fuel and fuel card services is critical to maintaining the function, reliability, and support of the agency's mission and goals; and

WHEREAS, funding for the above-stated project is made available through local funds 1430099.8030.081, 1430099.9221.181, 1450006.8030.03105, 1450006.9221.03105 in the amount of FOUR MILLION FIVE HUNDRED NINE THOUSAND ONE HUNDRED NINETY-ONE DOLLARS \$4,509,191.

WHEREAS, these funds will be spread over 4 years with an estimated annual expenditure of ONE MILLION ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED NINTEY-SEVEN DOLLARS \$1,127,297.75, and a remaining balance of EIGHT HUNDREARD NINTEY-TWO THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS \$(892,684.89) for the remainder of FY 2023.

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 Mansfield Oil Co of Gainesville inc.

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 _____.

MARK RAYMOND JR.
CHAIRMAN



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

504.827.8300

www.norta.com

BOARD OF COMMISSIONERS



Regional Transit Authority State Contract Procurement Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Solicitation ID	144
ProjectSchedule Delivery Date	5/1/2023 5:00 AM
Technical Specs attached	No
Scope of Work attached	No

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.

Name: ROBICHAUX, JACQUES
Title: DIRECTOR OF MAINTENANCE
Ext: 8476

B. Name of Project, Service or Product:

Gasoline Fuel Card Purchasing Services

C. Justification of Procurement:

The Maintenance Department has determined that offsite gasoline dispensing services for Par-transit and non-revenue vehicles are more beneficial and cost effective to the agency. Using the state contract fuel card program has a few benefits such as; Federal Tax exemptions per gallon, bulk fuel incentives, no set-up fee for the card program, as well as up to 3 cents per gallon in rebates. Maintenance is seeking authorization for a three (3) year contract with two option years.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants / Federal compliance:	
Signature	
Date	

E. Security:

Security Chief	Robert C Hickman Jr
Signature	<i>Robert C Hickman Jr</i>
Date	3/9/2023 6:11 AM

F. Safety: Include Standard Safety Provisions Only:



Additional Safety Requirements Attached

false

Safety Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	March 09 2023

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc Popkin
Signature	<i>Marc Popkin</i>
Date	March 09 2023

G. Funding Source:

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

ICE Amount: \$4,509,191.00

Total Projected Cost: \$4,508,191.00

Funding Type: Local

Federal Funding	State	Local	Other
		\$4,508,191.00	
Projected Fed Cost	State	Local	Other
		\$4,508,191.00	

FTA Grant IDs	Budget Codes
	1450006.8030.03105
	1450006.9221.03105
	1430099.8030.081
	1430099.9221.181

Budget Analyst	Tiffany Gourrier
Signature	<i>Tiffany Gourrier</i>



Date	March 08 2023
------	---------------

H. DBE/SBE GOAL:

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	March 08 2023

DBE/EE Manager	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	March 09 2023

I. Information Technology Dept. vetting.

IT Director	Sterlin Stevens
Signature	<i>Sterlin Stevens</i>
Date	3/9/2023 9:29 PM

J. Authorizations: I have reviewed and approved the final solicitation document.

Department Head	Jacques Robichaux
Signature	<i>Jacques Robichaux</i>
Date	March 08 2023

Chief	Gerard j Guter
Signature	<i>Gerard j Guter</i>
Date	March 08 2023

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	March 09 2023

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

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.

State Contract (SC) this procurement is via a State competitive procurement

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	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	March 10 2023

Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	March 10 2023

STATE OF LOUISIANA FLEET CARD PROGRAM



The State of Louisiana Fleet Card Program could **save you as much as 25%***
on your overall fleet management expenditures
through this Statewide contract

UNIQUE PROGRAM BENEFITS:

- Accepted at over 98% of retail fuel and maintenance locations anywhere Voyager Inc. is accepted: All Pay at the Pump
 - Driver ID and Odometer required at time of purchase for ultimate security
 - Detailed daily/weekly/monthly reporting telling you who bought what, when, where and for how much
 - Stay on top of expenses with real-time access online through www.voyagerfleetpartners.com
 - Purchase Controls allow you to restrict unauthorized purchases by setting rules for drivers and vehicles through real-time alerts via email or text
- Bulk fuel tank automation all bundled on the State of Louisiana's Fleet Card Program through an exclusively negotiated fuel consignment service
- Aviation purchases billed through the State of Louisiana's Fleet Card Program with 98% acceptance
- Full tax exemption at the point of sale

COST SAVINGS:

- NO set-up fees or card fees
- Bulk fuel incentives
- Federal Tax exemptions of 18.4 & 24.4 cents per gallon
- Valuable monthly rebates of up to 3 cents per gallon

24/7 customer service available along with a Strategic Account Management team of ten (10) personnel and a dedicated Relationship Manager ALL based in Louisiana.

*Actual savings may vary

To take advantage of the State of Louisiana Fleet Card Program, call 1.800.906.4550 or visit www.fueltrac.com



Board Report and Staff Summary

File #: 23-087

Board of Commissioners

Purchase Canal and Riverfront Streetcar Inverter Upgrades

DESCRIPTION: A request to update Ten (10) M35 inverters to M55	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to Brookville Equipment Corp to update Ten (10) M35 inverters to M55 inverters with spare parts for an amount not to exceed \$1,385,680.19.

ISSUE/BACKGROUND:

The inverters currently in use have exceeded their expected life cycle and are needing upgrades. Currently, we have 7 streetcars down for inverter failure and must be sent off for repairs. These inverters electronically control almost every operation of the streetcars and have extremely long lead times upwards of 6 months each. The initial PO 912754 that was used to update the original 5 inverters has been exhausted and did not include any spare parts.

DISCUSSION:

The Canal and Riverfront streetcar fleets need upgrades to the current inverters due to multiple failures. Brookville has partnered with ABB to ensure that RTA will receive the best products to increase the expected life cycle of our streetcar fleet by 15 years. The RTA was awarded funds through LA-2021-028.1122.125420 to upgrade our inverters.

FINANCIAL IMPACT:

Funding is available through grant funding (LA 2021-028.1122.125420), total estimated cost of this equipment is \$1,385,680.19 which will be funded by the grant mentioned above.

NEXT STEPS:

When approved to proceed, the team will purchase the needed upgrades.

ATTACHMENTS:

1. Resolution
2. Routing Sheet
3. Procurement Summary-IFB 2023-005
4. ATT30761
5. Administrative Review Form IFB 2023-005

Prepared By: Floyd Bailey Jr
Title: Director of Rail Maintenance

Reviewed By: Ryan Moser
Title: Chief Asset Manager Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

6/2/2023

Date



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO BROOKVILLE EQUIPMENT CORPORATION FOR THE PURCHASE OF TEN (10) M55 UPGRADES WITH SPARE PARTS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Chief Executive Officer of the RTA has the need to upgrade Ten (10) M35 inverters with M55 inverters; and spare parts

WHEREAS, the purchase of these inverter upgrades will enable the RTA to effectively carry out its day-to-day operation; and

WHEREAS, RTA’s Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project; and

WHEREAS, staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that the purchase of Ten (10) M55 inverters is critical to maintaining the function, reliability, and support of streetcar operations on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above upgrades is made available through Grant LA-2021-028.1122.125420 in the amount of ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED EIGHTY DOLLARS.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the upgrade of Ten (10) M35 inverters with M55 inverters and spare parts.

THE FOREGOING WAS READ IN FULL, AND 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, 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder or proposer hereby certifies that it will NOT comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 4/12/23

Signature 

Company Name Brookville Equipent Corp

Title Parts Sales Account Manger

RTA Project No. IFB 2023-003

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC Six PPG Place, Suite 200 Pittsburgh, PA 15222 412 765-3510	CONTACT NAME: James M Malarkey PHONE (A/C, No, Ext): 412 765-3510 E-MAIL ADDRESS: james.malarkey@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America INSURER B : AXIS Insurance Company INSURER C : BrickStreet Mutual Insurance Company INSURER D : Argonaut Insurance Company INSURER E : INSURER F :	NAIC # 25674 37273 12372 19801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6309N00133ATIL22	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8109N42894A2214G	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			P00100021667704	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1025775	09/30/2022	09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**** Workers Comp Information****
D WC928788479944 Eff Date 09/30/2022 Exp. Date 09/30/2023
WC Each Accident Limit: \$500,000
WC Policy Limit: \$500,000
WC Each Employee Limit: \$500,000
(See Attached Descriptions)

CERTIFICATE HOLDER New Orleans Regional Transit Authority 2817 Canal Street New Orleans, LA 70119	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

Evidence of Coverage

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Dan Eberts hereby certify on
(Name and Title of Offeror Official)

behalf of Brookville Equipment Corp that:
(Name of Offeror)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influenced an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 20th day of February, 2023.

BY Dan Eberts

Witnesses: [Signature]
(Signature of Authorized Official)

Parts Sales Account Manager

(Title of Authorized Official)

Sworn to and subscribed before me on this 20 day of FEBRUARY, 2023

NOTARY PUBLIC: Sheila Hockman

Notary Public In and For Jefferson Parish/County

State of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
 Sheila H. Hockman, Notary Public
 Jefferson County
 My commission expires August 21, 2026
 Commission number 1072625
 Member, Pennsylvania Association of Notaries

**CERTIFICATION ON PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements I this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

COMPANY Brookville Equipment Corp

ADDRESS 175 Evans St. Brookville, Pa 15825

DATE 4/12/23


Signature of Offeror's Authorized Representative

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTION**

- 1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.**
- 3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.**

COMPANY Brookville Equipment Corp

ADDRESS 175 Evans St. Brookville, Pa 15825

DATE 4/12/23



Signature of Offeror's Authorized Representative

PUBLIC NOTICE

REGIONAL TRANSIT AUTHORITY CONVERTER UPDATES INVITATION FOR BID (IFB) # 2023-005

Project Description: The Regional Transit Authority of New Orleans invites qualified vendors to provide converter updates per specifications in IFB 2023-005.

How to obtain a copy of the IFB: Specifications and further information concerning the IFB may be obtained March 21, 2023 from the RTA's Procurement website at <https://norta.procurement.com/home>. If you are not already registered, you will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com> and at 2817 Canal Street, New Orleans, LA 70119.

Responding to IFB: Bids shall be submitted thru the RTA's Procurement website on or before 2:15 P.M., April 13, 2023.

A Bid Opening will be held in the RTA Finance Conference Room on Thursday, April 13, 2023 at 2:15 PM. Any questions or further information concerning the IFB may be submitted Via <https://norta.procurement.com/home>, beginning on March 21, 2023.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 30%. A specific DBE goal has not been established for this project as there are no subcontracting opportunities on this project.

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability.

The RTA reserves the right to accept or reject any and all submittals.

**Lona Hankins Chief
Executive Officer Regional
Transit Authority**

INVITATION FOR BIDS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: Converter Updates

DATE: March 21, 2023

INVITATION
FOR BIDS NO. 2023-005

BID OPENING: Thursday, March 1, 2023 – 2:15 PM

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids MUST be received at the RTA Office by the date and time set for bid opening.

Enclosures ("X" indicates item enclosed)

- | | | | |
|----------|-----------------------------|----------|----------|
| <u>X</u> | Public Notice to Bidders | <u>X</u> | Bid Form |
| <u>X</u> | Bidder Submission Checklist | | |
| <u>X</u> | Instruction to Bidders | | |
| <u>X</u> | General Provisions | | |
| <u>X</u> | Technical Specifications | | |

BIDDER SUBMISSION CHECKLIST

The following items must be submitted in order to be considered responsive and are due on the bid submittal date.

Louisiana Uniform Public Work Bid Form (Attachment II)

Certificate on Primary Debarment

Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance

Non-Collusion Affidavit

Certificate Regarding Debarment– Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

Certificates of Insurance

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at

http://www.norta.com/Business_Center/Procurement_Information/.

Click on “Procurement Information” on the left-hand side of screen for a list of downloadable forms

TABLE OF CONTENTS

I.	INSTRUCTIONS TO BIDDERS	PAGE NUMBER
1.1	Scope	1
1.2	Contract Documentation	1
1.3	Bid Requirements	1
1.4	Pricing	1
1.5	Brand Names	2
1.6	Qualifications For Award	3
1.7	Bidder Review Procedures	4
1.8	Bid Preparation	5
1.9	Bid Postponement and Amendment	5
1.10	Cancellation of the Invitation For Bids	5
1.11	Public Bid Opening	5
1.12	Bid Rejection	6
1.13	Single Bid Response	6
1.14	Bid Withdrawal	6
1.15	Award Procedure	6
1.16	Utilization of Minority and Women Owned Banks	6
1.17	Addenda	7
II.	GENERAL PROVISIONS	
2.1	Written Change Orders/Amendments	8
2.2	Change Order/Amendment Procedure	8
2.3	Omissions	8
2.4	Priority	8
2.5	Communications	8
2.6	Interests of Members of, or Delegates to Congress	9
2.7	Conflict of Interest	9
2.8	Equal Employment Opportunity	9
2.9	Privacy Requirements	9
2.10	Indemnification	10
2.11	Performance	11
2.12	Status of Contractor and Its Employees	11
2.13	Insurances and Licenses	11
2.14	Subcontractors	11
2.15	Assumption of Risk of Loss	11
2.16	Shipping	12
2.17	Delivery	12
2.18	Certificate of Conformance	12
2.19	Acceptance	12
2.20	Quality Inspection	12
2.21	Correction by Contractor	13
2.22	Materials/Accessories Responsibility	13
2.23	Unavoidable Delays	13
2.24	Notification of Delay	13
2.25	Request for Extension	13
2.26	Access Requirements for Individuals with Disabilities	14
2.27	Application of Federal, State and Local Laws and Regulations	15
2.28	Contract Period	15

2.29	No Obligation by the Federal Government	15
2.30	Federal Changes	15
2.31	Incorporation of Federal Transit Administration (FTA) Terms	16
2.32	Exclusionary or Discriminatory Specifications	16
2.33	Geographic Restrictions	16
2.34	Prompt Payment	16
2.35	Confidentiality	17
2.36	Disputes	18
2.37	Ownership of Documents	18
2.38	State and Local Law Disclaimer	19
2.39	Participant Information	19
2.40	Non-Collusion Affidavit	19
2.41	Regional Transit Authority General Provisions	19

III. FEDERAL REQUIREMENTS

3.1	Access to Records	20
3.2	Buy America Requirements	21
3.3	Pre-Award And Post-Delivery Audits	21
3.4	Cargo Preference Requirement	21
3.5	Clean Air Act And Federal Water Pollution Control Act	22
3.6	Civil Rights Laws And Regulations	23
3.7	Disadvantaged Business Enterprise (DBE)	24
3.8	Employee Protections	25
3.9	Energy Conservation	26
3.10	Fly America	26
3.11	Government-Wide Debarment And Suspension	27
3.12	Lobbying Restrictions	28
3.13	No Government Obligation To Third Parties	28
3.14	Patent Rights And Rights In Data	29
3.15	Program Fraud And False Or Fraudulent Statements & Related Acts	30
3.16	Recycled Products	30
3.17	Substance Abuse Requirements	30
3.18	Termination	31

ATTACHMENTS

Technical Specifications – Attachment I
LA Uniform Public Work Bid Form – Attachment II

I INSTRUCTIONS TO BIDDERS

1.1 SCOPE

Contractor shall provide Converter Updates. The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract.

1.2 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Invitation for Bids and any addenda issued pursuant hereto.

1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)

Electronic bids will be uploaded through our electronic bidding system at <https://norta.procureware.com/home>. Hard copy bids will be accepted upon request as one original only to be hand delivered or mailed to the RTA's Procurement Office located at 2817 Canal St, New Orleans, LA 70119 no later than the exact time and date specified in this Invitation for Bids. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

1.4 PRICING

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form (Attachment II). The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

1.5 BRAND NAMES

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard

of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named.

1.6 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bids. To be responsible the Contractor shall be a person, firm, or corporation that:

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

The RTA shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

1.7 BIDDER REVIEW PROCEDURES

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 2:15 P.M. (CENTRAL TIME).

a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or

addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement website at <https://norta.procureware.com/home>.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO - RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO-RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement or his designee.

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Director of Procurement.

On any appeal of the decision of the Director of Procurement, the CEO-RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement or his designee shall not be final or conclusive.

A copy of the CEO-RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening. The decision of the CEO-RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than CEO-RTA or the Director of Procurement to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to FTA Circular 4220.1F, as amended.

1.8 BID PREPARATION

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section I. Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL) of this IFB.

1.9 BID POSTPONEMENT AND AMENDMENT

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

1.10 CANCELLATION OF THE INVITATION FOR BIDS

The RTA reserves the right to cancel this Invitation for Bids in whole or in part upon written determination by the Director of Procurement that such cancellation is in the best interest of the RTA.

1.11 PUBLIC BID OPENING

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals, including SBE Forms. This does not supersede the requirement for a fully executed Invitation for Bid LA Public Bid Form, note Attachment II, at the time of the Bid Opening.

1.12 BID REJECTION

The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

1.13 SINGLE BID RESPONSE

If only one bid is received in response to this Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable. Award of a contract to the bidder submitting the only bid received in response to this Invitation for Bids may be subject to approval by the FTA.

1.14 BID WITHDRAWAL

Prior to the date and time set for bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written or telegraphic notice. After the bid opening, bids may not be withdrawn for ninety (90) calendar days.

1.15 AWARD PROCEDURE

Within a reasonable time after the bid opening, the RTA will transmit the contract documents to the successful bidder. The contract documents will, at a minimum, consist of this Invitation for Bids, the Contractor's bid, RTA's standard contract provisions and provisions required by FTA.

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

All bidders are hereby encouraged to utilize the services of minority and women owned banks. The RTA's DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the DBE Specialist at RTA's offices, 2817 Canal St., New Orleans, LA. (504) 827-8308

1.17 ADDENDA

Bidders shall acknowledge receipt of all addenda to this Invitation for Bids. Acknowledge receipt of each addendum must be clearly established and included with offer. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

IFB NO. 2023-005

Brookville Equipment Corporation

Dan Eberts

Company Name
Company Representative

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Invitation for Bids, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this solicitation, except in

writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

2.7 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of the RTA shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The RTA's Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub agreements.

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion,

color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) 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 understand 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.

(2) 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.

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project. During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance naming the Regional Transit Authority as an additional insured. The Contractor shall furnish to the RTA certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- A) Worker's Compensation Insurance as required by Louisiana Law;
- B) Vehicle Liability Insurance in the amount of \$1,000,000.00; and
- C) General Liability Insurance in the amount of \$1,000,000.

2.14 SUBCONTRACTORS

No portion of this contract may be, reassigned, transferred, or sublet without the written approval of the RTA. If allowed to subcontract, no subcontractor may be replaced without the written approval of the RTA.

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Invitation for Bids, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 SHIPPING

The goods shall be delivered by the Contractor to the RTA's East New Orleans Facility 3900 Desire Pkwy, New Orleans LA, 70126. The RTA's Project Manager will coordinate the delivery address with the Contractor prior to the shipment. The goods shall be delivered in excellent condition ready for utilization and/or installation. Contractor shall be responsible for unloading the goods at the specified location and assume all responsibility and liability incident to said delivery. All freight or shipping charges to bill as a separate line item.

2.17 DELIVERY

Delivery shall constitute the transfer of the supplies from the possession of the contractor to the possession of the RTA, as provided in this Invitation for Bids. Delivery shall be evidenced by a signed receipt issued by an authorized agent of the RTA. Items shall be delivered no later than 30 calendar days after the receipt of the executed contract and purchase order.

2.18 CERTIFICATE OF CONFORMANCE

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority (RTA) are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to RTA or Federal Transit Representatives upon request. Certifications shall include name of Contractor for materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

"This is to certify that all items are noted in conformance with the Contract, drawings, specifications, and other applicable documentation."

2.19 ACCEPTANCE

Within 7 days after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.20 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any

goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.21 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.22 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall provide and warranty all parts materials, equipment and workmanship associated with the supplies and related materials and equipment used, whether the same are manufactured by the Contractor or purchased from suppliers.

2.23 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.24 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.25 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA

shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) 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
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.28 CONTRACT PERIOD

THE TERM OF THIS CONTRACT SHALL BE SET FORTH IN THE CONTRACT AGREEMENT.

2.29 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) 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.

2.30 FEDERAL CHANGES

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 Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be

amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) 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 contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions":<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

2.32 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.33 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, RTA will refrain from using state or local geographic preferences.

2.34 PROMPT PAYMENT

The prime contractor payment terms will be set forth in the contract agreement. Bills are to be paid within 30 days after receipt and acceptance of material and/or services - or - after receipt of a proper invoice whichever is later. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractors' work is satisfactorily completed and accepted by RTA, and all lien delay's under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

Identification of subcontractors: All prime contractors submitting offers in response to this Invitation for Bids must provide the following information for All subcontractors whether the firm is identified as a Disadvantaged Business Enterprise or not. The required information is:

- (1) Firm Name
- (2) Firm Address
- (3) Firm's status as a DBE or non DBE
- (4) The age of the firm
- (5) The annual gross receipts of the firm

Additionally, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the RTA deems appropriate.

Further, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc. performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.35 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from RTA, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of RTA,

their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of RTA.

2.36 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CEO-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.37 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.38 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

2.39 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on <http://www.norta.com>.

2.40 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on <http://www.norta.com>.

2.41 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

The Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor,

access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) 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.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

3.2 BUY AMERICA

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the bid. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the bid as it applies to the IFB request. The necessary forms are available on <http://www.norta.com>. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as “the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

3.4 CARGO PREFERENCE

The Contractor Agrees:

- a. To utilize privately owned United States-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, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-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 RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (1) 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 RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) 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.

- (3) The Contractor agrees to comply with 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 RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) 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.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

 - (a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
 - (b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and
 - (c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

(1) 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 addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. 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. Parts 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,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be 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 FTA may issue.

(b) 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 FTA may issue.

(c) 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 FTA may issue.

(3) The Contractor also 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.

3.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE’s as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE's can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

CONTRACTOR ASSURANCE. The contractor, sub recipient, or subcontractor 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The NORTA Small and Disadvantaged Business Enterprise Contract Compliance System is powered by [B2Gnow](#) Software

Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each sub recipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

3.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Certification Regarding Debarment, Suspension, and other Responsibility Matters -
Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 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 RTA. The necessary form is available on <http://www.norta.com>.

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or

research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS

- (1) 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 Project. Upon execution of the underlying 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.

- (2) 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. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) 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.

3.16 RECYCLED PRODUCTS

Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.17 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

3.18 TERMINATION

a. Termination for Convenience (General Provision) 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's best interest. The Contractor shall be paid its costs, including contract closeout 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.

b. Termination for Default [Breach or Cause] (General Provision) 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 or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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.

d. 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.

**ATTACHMENT I TECHNICAL
SPECIFICATIONS**

**ATTACHMENT II
LOUISIANA UNIFORM PUBLIC WORK BID FORM**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Regional Transit Authority
 ATTN: Procurement Department
 2817 Canal Blvd.
 New Orleans, LA 70119
(Owner to provide name and address of owner)

BID FOR: Converter Updates
IFB No. 2023-005

(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: Regional Transit Authority and dated: March 21, 2023.

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

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:

One million, three hundred thirty one thousand, one hundred ninety two dollars and seventy eight cents Dollars (\$ 1,331,192.78)

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 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

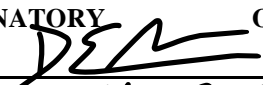
Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

NAME	OF	BIDDER:
ADDRESS	OF	BIDDER:
LOUISIANA CONTRACTOR'S LICENSE NUMBER	OR TAX IDENTIFICATION	NUMBER:
NAME	OF AUTHORIZED SIGNATORY	OF BIDDER:
TITLE	OF AUTHORIZED SIGNATORY	OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____



 4-12-23

* 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.
 ** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Regional Transit Authority
 Attn: Procurement Department
 2817 Canal Blvd.
 New Orleans, LA 70119

BID FOR: IFB 2023-005
 Converter Updates

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:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 1	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
Straight	10	EACH	\$112,901.25	\$1,129,012.50

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 2	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE055380R0001	2	EACH	\$18,557.36	\$37,114.72

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 3	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE055380R0001	2	EACH	\$19,600.90	\$39,201.80

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 4	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE055382R0011	2	EACH	\$22,320.55	\$44,641.10

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 5	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE044684R0001	2	EACH	\$2,160.95	\$4,321.90

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 6	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE046683R0101	2	EACH	\$26,208.41	\$52,416.82

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 7	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1HC0011263R0100	2	EACH	\$1,175.13	\$2,350.26

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 8	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE029090R0002	2	EACH	\$1,050.46	\$2,100.92

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 9	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE029091 R0003	2	EACH	\$1,237.47	\$2,474.94

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 10	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE035866R0002	8	EACH	\$39.26	\$314.08

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 11	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE055870P001	4	EACH	\$101.59	\$406.36

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 12	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
HUCD430236P0001	5	EACH	\$76.20	\$381.00

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 13	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
HUCD430236P200 0	2	EACH	\$101.59	\$203.18

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 14	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE031919R0001	2	EACH	\$147.75	\$295.50

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
LINE 15	QUAN TITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3BHE027867R0101	2	EACH	\$7,978.85	\$15,957.70

All quantities are estimated.

NOTE: RTA reserves the right to award all of the IFB items to one technically acceptable Contractor or to split the award to two technically acceptable Contractors based on economic feasibility.

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania

PARISH OF Jefferson County

Dan Eberts, being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Officer) **Representative** or (Agent), of Brookville Equipment Corp Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: 
 Title: Parts Sales Account Manager

Sworn to me and subscribed in my presence this 20th day of February, A.D., 2023


 NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
 Sheila H. Hockman, Notary Public
 Jefferson County
 My commission expires August 21, 2026
 Commission number 1072625
 Member, Pennsylvania Association of Notaries



PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name Brookville Equipment Corp

Firm Address 175 Evans St. Brookville, Pa 15825

Telephone Number 814-849-2000

Fax Number _____

E-Mail Address deberts@brookvillecorp.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non-DBE Non-DBE

Age of the firm 103 years

Annual gross receipts of the firm N/A

Prime or Sub-Contractor Sub-contractor

NAICS code (s) _____

I certify to the best of my knowledge that the above information is true and correct:

Signature _____

Title Parts Sales Account Manager

Date 4/12/23

RTA Project No. IFB 2023-005

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.

PROCUREMENT SUMMARY-IFB 2023-005

REQUIREMENTS

A Solicit Request Routing Sheet for Converter Updates with attached scope of work was received by Procurement on January 15, 2023.

SOLICITATION

Invitation For Bids (IFB) No. 2023-005 Public Notice was published in The Advocate. The Public Notice and the IFB 2023-005 was posted on the RTA website beginning 3/21/23. The IFB submittal deadline was 4/13/23 at 2:15pm.

IFB SUBMITTAL

Submittal deadline was on 4/13/23 at 2:15pm. Briana Howze handled the receipt of all submissions received. One (1) bid was received.

DETERMINATION

One (1) responsive bids were received.

SUBMITTAL ANALYSIS

Respondents

Brookville Equipment

Required Forms

All Submitted. \$1,331,192.78

SUMMARY

An Administrative Review was prepared by Briana Howze.

It is recommended that the project be awarded to Brookville Equipment as the lowest responsive responsible bidder.



Regional Transit Authority Solicitation Request Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Solicitation ID	98
ProjectSchedule Delivery Date	8/2/2023 5:00 AM
Technical Specs attached	No
Scope of Work attached	No

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.

Name: BAILEY, FLOYD JR
Title: DIRECTOR OF RAIL MAINTENANCE
Ext: 8460

B. Name of Project, Service or Product:

M55 Converter Updates

C. Justification of Procurement:

The M35 converters on the Canal/Riverfront Streetcars are past their useful life and are failing. Previously RTA worked with ABB and Brookville to design an updated version on our convertors to extend the useful life 15-20 years. This procurement is for 10 Convertors with spare parts with the expectation that more cars will be placed in service.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director Grants / Federal Compliance	Ronald Baptiste
Signature	<i>Ronald Baptiste</i>
Date	August 23 2022

E. Security:

Security Chief	Robert C Hickman Jr
Signature	<i>Robert C Hickman Jr</i>
Date	November 23 2022

F. Safety: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached:

Safety Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	November 23 2022



Risk Management:

Include Standard Insurance Provisions Only?

Yes

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	Marc Popkin
Signature	<i>Marc Popkin</i>
Date	November 28 2022

G. Funding Source:

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

Multiple Years allocation if required:

Year	Amount
Year-1	
Year-2	
Year-3	
Year-4	
Year-5	
Total all years	

Independent Cost Estimate (ICE): \$1,385,680.19

Projected Total Cost: \$1,385,680.19

Funding Type: Federal

Federal Funding	State	Local	Other
\$1,433,495.00			
Projected Fed Cost	State	Local	Other
\$1,385,680.19			

FTA Grant IDs	Budget Codes
LA-2021-028.1122.125420	

Budget Analyst	Tiffany Gourrier
Signature	<i>Tiffany Gourrier</i>
Date	August 23 2022

H. DBE/SBEGoal:

% DBE	0
--------------	---



% Small Business	0
------------------	---

Director Business	Small	Adonis C Expose'
Signature		<i>Adonis C Expose'</i>
Date		November 28 2022

DBE/EE Compliance Manager		Adonis C Expose'
Signature		<i>Adonis C Expose'</i>
Date		November 28 2022

I. **Authorizations:** I have reviewed and approved the final solicitation document.

Department Head		Floyd Bailey Jr
Signature		<i>Floyd Bailey Jr</i>
Date		August 23 2022

Chief		Gerard Guter
Signature		<i>Gerard Guter</i>
Date		August 23 2022

Director Procurement	of	Ronald Baptiste
Signature		<i>Ronald Baptiste</i>
Date		November 29 2022

FOR PROCUREMENT USE ONLY

Type of Procurement Request:

IFB - Invitation for Bid

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.

State Contract (SC) this procurement is via a State competitive procurement

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		Gizelle Johnson-Banks
Signature		<i>Gizelle Johnson-Banks</i>
Date		November 30 2022



Chief Executive Officer	Alex Z. Wiggins
Signature	<i>Alex Z. Wiggins</i>
Date	November 30 2022

**Regional Transit Authority
Administrative Review Form**

Project Name: Converter Updates

Type of Solicitation: IFB 2023-005 DBE/SBE Participation Goal: 0% Number of Respondents: 1

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Brookville Equipment			\$1,331, 192.78

*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
Brookville Equipment	Y	Y	Y	N	Y	Y	Y	N/A	N/A

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

Vendor Name: Brookville Equipment

Certified by: Name and Title Briana Howze, Contract Administrator

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
Brookville Equipment	N/A	Y	N/A	N/A	Y	Y		N/A	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: Brookville Equipment

Certified by: Name and Title Briana Howze, Contract Administrator



Board Report and Staff Summary

File #: 23-089

Board of Commissioners

Change Order for Transit Security Services

DESCRIPTION: Amendment to the previous SEAL Security to allow month-to-month services for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans	AGENDA NO: N/A FILE ID: 23-089
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to amend month-to-month services, provided by Security Experts and Leaders (SEAL), awarded for Transit Security Services in response to the protest of RFP #2022-003 to Orleans Security DBA Force 1 Protection in the amount of \$724,416.

ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed, scored, and a Security Services Vendor was selected, however, RFP #2022-003 was again protested, and we are still currently on a month-to-month basis with SEAL.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies always rendering aid as needed. This contract will be amended while waiting for a new contract to be approved.

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. SEAL will be responsible for providing highly qualified, professional, alert, diverse, and proactive security personnel with an emphasis on customer service and ambassadorship. All personnel assigned to the RTA Contract will be dedicated to the account and shall not work on other accounts as part of their normal duty day. This service will be non-stop, despite the weather, disasters, or susceptible or actual organized labor action, Service will be required 24 hours a day, 365 days a year unless otherwise communicated by RTA's Project Manager.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161. SEAL will invoice us \$724,416 (estimated funds needed for services through September 30, 2023). The total projected cost is \$724,416.

NEXT STEPS:

Upon RTA Board approval, staff will submit and process a charge order modification to the purchase order.

ATTACHMENTS:

1. Independent Cost Estimate Summary Form (ICE)
2. Change Order Routing Sheet
3. Change Order Justification
4. Original SEAL Purchase Order
5. Signed ICE Form
6. Resolution

Prepared By: Ivana Butler
Title: Administrative Analyst

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Mark Major
Title: Deputy CEO Financial & Administration



6/1/2023

Lona Edwards Hankins
Chief Executive Officer

Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 5/17/2023

Description of Goods/Services:

Contract to provide security services, PO #912771

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 \$ 724,716

The preceding independent cost estimate was prepared by:

Ivana Butler

Name

Signature



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:

Ivana Butler	Administrative Analyst	8479
Name	Title	Ext.

B. Contract No.: 2020-009

Contract Title and PO No: Contract to Provide Security Services at RTA Facilities, PO #912771

C. Contract History:

Original Award Value	\$ <u>1,008,920.00 annually</u>
Previously Executed Change Orders Value	\$ <u>1,700,806.72</u>
Adjusted Contract Value (Prior to Requested Change Order)	\$ <u>2,709,726.72</u>
Current Change Order Value	\$ <u>724,416.00</u>
Revised Contract Value (w/current change order)	\$ <u>3,434,142.72</u>

D. Justification of Change Order: Additional funds are needed to cover SEAL invoices from March 20, 2023 through September 30, 2023.

E. Type of Change Requested: Administrative Supplemental Termination

Responsibility Determination: Price determined fair and reasonable based on the price of the agreed upon services per the contract.

F. 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.):

_____ % DBE _____ % SLDBE _____ % Small Business

Additional Information

DBE/EEO Compliance Manager	Date
----------------------------	------

G. 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.

Director of Grants/ Federal Compliance **Date**

H. 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 Funding Available	\$ <u>724,416.00</u>
Previous Cost	\$ <u>2,709,726.72</u>
Revised Projected Cost	\$ <u>3,434,142.72</u>
FTA Grant No.(s)	_____
Line Item(s)	_____
Operations/Department Code	_____
Budget Code(s)	<u>1330099.7650.161</u>
Other	_____

Budget Analyst **Date**

I. _____
Safety **Date**

J. Authorizations:

Department Head **Date**

Division Manager **Date**

Director of Procurement **Date**

Chief Financial Officer **Date**

Chief Executive Officer **Date**

Change Order Justification

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until a new contract is awarded. On average, RTA pays \$25,872 to SEAL per week for transit security services.

Security service was added to the Lake Forest & Read Boulevard hub in September 2022.

Previous Change Order Available Balance: \$18,355.34

This balance is what the PO showed as of 5/17/2023.

Calculation

SEAL will invoice us \$724,416.00 (estimated funds needed for services through September 30, 2023, at an average rate of \$25,872/week for twenty-eight weeks) = \$724,416

$\$22/\text{hr rate} \times 24 \text{ hrs per day} = \$528 \text{ per day} \times 7 \text{ days} = \3696 weekly

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 28 \text{ weeks} = \$724,416$

Total requested Change Order amount: \$724,416

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

Page - 1
 Date - 12/14/21
 Order No. - 912771-002
 Brn/Plt - 1330099

SECURITY EXPERTS AND LEADERS
 6600 PLAZA DRIVE
 NEW ORLEANS LA 70127

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

Ordered - 09/22/20 Vendor No. 8922810 Security Services
 Delivery - 09/22/20 Taken By REO #104058
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
transit security services	1008920.0000 EA	1.0000 EA	1,008,920.00
3 years with two 1 year opt			
1330099.7650.161			
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
1330099.7650.161			
change Order 1 to add additional funds to cover invoices from sep to dec 2021			

Terms Net 30 Tax Rt Sales Tax Total Order
 1,262,160.00

DATE RECEIVED _____
 RECEIVED BY _____
 CHECKED BY _____
 APPROVED BY *[Signature]*

ORDER NUMBER AND PERSON TO WHOM ADDRESSED MUST APPEAR ON ALL PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
 TAX EXEMPT
 BY *Brianne House* (12/14/21)
 MANAGER, PURCHASING DEPT.

CFO *[Signature]* 12/14/21

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

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

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 5/17/2023

Description of Goods/Services:

Contract to provide security services, PO #912771

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 \$ 724,716

The preceding independent cost estimate was prepared by:

Ivana Butler

Name



Signature



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO AWARD TRANSIT SECURITY SERVICES ON A MONTH-TO-MONTH BASIS

Introduced by Commissioner _____, seconded by Commissioner

_____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit proposals for Transit Security Services; and

WHEREAS, RTA staff evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

WHEREAS, the RTA issued a Change Order for Transit Security Services; and

WHEREAS, the following vendor was selected to provide month-to-month services: Security Experts and Leaders (SEAL); and

WHEREAS, the RTA staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and

WHEREAS, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed SEVEN HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$724,716.00). Services are provided on a month-to-month basis.

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, authorize the CEO to approve the transit security month-to-month services to Security Experts and Leaders (SEAL).



RESOLUTION NO. _____
Page 2

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 JUNE, 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 23-068

Board of Commissioners

CY 2022 Single Audit Acceptance

DESCRIPTION: Request Acceptance of the 2022 Single Audit conducted by Carr Riggs & Ingram	AGENDA NO: Click or tap here to enter text. FILE ID: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Acceptance of the 2022 Single Audit.

ISSUE/BACKGROUND:

Carr Riggs & Ingram has conducted and completed the financial statement audit for the year ending December 31, 2022, in accordance with generally accepted auditing standards in the United States of America and standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The financial audit aims to ensure that RTA is accountable for public funds, has adequate controls to remain transparent in its economic activities, and remains compliant with state and federal laws, regulations, and award programs.

DISCUSSION:

Acceptance of the 2022 Single Audit is requested from the Board of Commissioners.

Carr Riggs Ingram conducted an in-depth review of internal control systems, financial statements, and supporting documents. Carr Riggs & Ingram reported no finding to major federal award programs, compliance, or other matters reported for the year ended December 31, 2022.

FINANCIAL IMPACT:

None

NEXT STEPS:

None

ATTACHMENTS:

1. Board Resolution
2. 2022 Single Audit Report

Prepared By: Donna D. Bowman
Title: Executive Assistant

Reviewed By: Mark A. Major
Title: Deputy Chief Executive Officer

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



6/2/2023

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

RESOLUTION FOR THE ACCEPTANCE OF THE 2022 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, 2022; 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 results of the 2022 Single Audit were presented at the June 27, 2023 Board Meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the audited 2022 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 27th DAY OF JUNE 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 23-069

Board of Commissioners

CY 2022 Financial Audit Acceptance

DESCRIPTION: Request Acceptance of the 2022 Audit conducted by Carr Riggs & Ingram	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Acceptance of the 2022 Audit conducted by Carr Riggs & Ingram

ISSUE/BACKGROUND:

Carr Riggs & Ingram has conducted and completed the financial statement audit for the year ending December 31, 2022, in accordance with generally accepted auditing standards in the United States of America and standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The financial audit aims to ensure that RTA is accountable for public funds, has adequate controls to remain transparent in its economic activities, and remains compliant with state and federal laws, regulations, and award programs.

DISCUSSION:

Acceptance of the 2022 Financial Audit is requested from the Board of Commissioners.

Carr Riggs & Ingram conducted an in-depth review of internal control systems, financial statements, and supporting documents. Carr Riggs & Ingram reported no findings to major federal award programs, compliance, or other matters reported for the year ended December 31, 2022.

FINANCIAL IMPACT:

None

NEXT STEPS:

None

ATTACHMENTS:

1. Board Resolution
2. 2022 Financial Audit Report

Prepared By: Donna D. Bowman
Title: Executive Assistant

Reviewed By: Mark A. Major
Title: Deputy CEO Administration & Finance

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



Lona Edwards Hankins
Chief Executive Officer

6/2/2023

Date



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

RESOLUTION FOR THE ACCEPTANCE OF THE 2022 FINANCIAL 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, 2022; 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 results of the 2022 Financial Audit were presented at the June 27, 2023, Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the audited 2022 Schedule of Federal Financial Assistance is accepted and approved for submittal to the Federal Audit Clearinghouse (FAC).

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

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

AND THE RESOLUTION WAS ADOPTED ON THE 27th DAY OF JUNE 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 23-088

Board of Commissioners

Adoption of the Internal Audit Charter

DESCRIPTION: Office of Internal Audit and Compliance adoption of the Internal Audit Charter	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorization for the Chief Executive Officer to implement the agency’s Internal Audit Charter.

ISSUE/BACKGROUND:

The purpose of the Office of Internal Audit and Compliance (OIAC) is to provide independent, objective assurance and consulting services designed to add value and improve the organization’s operations.

As the governing body of the RTA, the Board of Commissioners determines agency policy and oversees the funding, operation, and expansion of public transportation in the City of New Orleans and the metro area. This oversight function includes establishing accountability for senior management as they seek to accomplish its mission and objectives.

Operating synergistically with the Board’s mission is the Office of Internal Audit and Compliance’s mission and purpose to provide assurance to the Board that RTA is operating effectively and efficiently in carrying out its mission. Internal Audit provides this assurance by assessing and reporting on the effectiveness of governance, risk management, and control processes designed to help the organization achieve strategic, operational, financial, and compliance objectives.

As such, the Internal Audit Charter, as a formal document, defines and sets the parameters for how the internal audit will operate and includes the scope, delegated authority, independence, objectivity, and responsibilities of internal audit. The charter also serves as a reference point to measure the effectiveness of the internal audit activity. Additionally, the charter defines the OIAC’s functional and reporting relationship with the Board. Acceptance of the charter by the Board provides the support, value, and independence vital to the success of the Office of Internal Audit and Compliance.

The charter was drafted and presented to the Board by the previous Director of OIAC, but authorization via signature was not requested. The charter has been updated and is now being presented to the Board for acceptance and approval via signature to be in conformity with professional auditing standards and best practices.

DISCUSSION:

The Office of Internal Audit and Compliance will operate in accordance with the guidelines

established in the charter. The charter highlights nine key areas central to the internal audit activity. They include mission and purpose, auditing standards, authority, independence and objectivity, scope and responsibility, annual audit plan, audit reporting, compliance monitoring, and quality assurance and improvement program.

As a public-facing and public-serving agency, internal and external stakeholders rely on the assurances provided by the internal audit activity to ensure that efficient, effective, and equitable use is being made of RTA resources and that RTA is operating in the public interest. Adherence to and implementation of the charter provides all stakeholders assurance that the RTA is operating transparently and ethically in carrying out its mission.

The Office of Internal Audit and Compliance (OIAC) is dedicated to assisting the New Orleans Regional Transit Authority (RTA) meet its mission. To this end, the assurances provided by the OIAC encompass the examination and evaluation of the adequacy and effectiveness of RTA's governance, risk management, policies, procedures, and internal controls as well as the quality of performance in fulfilling assigned responsibilities to achieve RTA's goals and objectives.

To assess and report on the quality of the internal audit activity, the OIAC will establish and maintain a quality assurance and improvement program that covers internal and external assessments of the internal audit activity. The program will assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement. Additionally, the OIAC will conduct end-of-audit client surveys to assess its performance.

FINANCIAL IMPACT:

While there is no direct financial impact in approving the internal audit charter, potential indirect financial and other risks may exist as a result of not approving the charter. These potential risks include but are not limited to the following: reputational risk resulting in loss of integrity and goodwill; noncompliance with regulatory agencies resulting in potential penalties and loss of funding; operational risks of inefficiency resulting in increased labor, maintenance, and other costs; potential for fraud, waste or abuse of RTA resources, and misappropriation of assets.

NEXT STEPS:

With Board approval, the Internal Audit Charter will be placed on the RTA public drive for agency-wide access and placed on the website for public access.

ATTACHMENTS:

1. Resolution
2. Internal Audit Charter

Prepared By: Lynette M. Doyle, CFE, MBA
Title: Director of Audit and Compliance

Reviewed By: Gizelle Johnson-Banks

Title: Chief Financial Officer



6/5/2023

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**RESOLUTION FOR THE ADOPTION AND APPROVAL OF THE
INTERNAL AUDIT CHARTER**

Introduced by Commissioner _____, seconded by Commissioner

_____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) governs and sets agency policy for the Regional Transit Authority; and

WHEREAS, the RTA created the Office of Internal Audit and Compliance to provide independent, objective assurance and consulting services that add value to and improve the operations of RTA; and

WHEREAS, the Internal Audit Charter is a formal document that defines the purpose, authority, and responsibility of Internal Audit consistent with the Institute of Internal Auditors Professional Practices Framework; and

WHEREAS, the Internal Audit Charter establishes the internal audit activity's position within the organization; authorizes access to records, personnel, and physical properties relative to the performance of engagements; and defines the scope of the internal audit activities;

RESOLUTION NO. _____
PAGE TWO

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority approves and adopts the Internal Audit Charter of the Office of Internal Audit and Compliance.

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

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

AND THE RESOLUTION WAS ADOPTED ON THE 27th DAY OF JUNE, 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Office of Internal Audit and Compliance

INTERNAL AUDIT CHARTER

Introduction

The New Orleans Regional Transit Authority (RTA)'s mission is to provide safe, dependable, efficient transit services to the residents of and visitors to the Greater New Orleans Region. The RTA created the Office of Internal Audit and Compliance (OIAC) with the intention of promoting efficiency and effectiveness and adding value.

The Institute of Internal Auditors (IIA) developed the International Professional Practices Framework (IPPF). The IPPF, more commonly known as the "Red Book" is a conceptual framework that organizes authoritative guidance promulgated by the IIA. They go on to define internal auditing as:

"Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes."¹

This internal audit charter is a formal document that aims to define the internal audit activity's purpose, authority, and responsibility. The internal audit charter establishes the internal audit activity's position within the organization; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.²

Mission and Purpose

The mission of the OIAC is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight.

The purpose of the OIAC is to provide independent, objective assurance and consulting services designed to add value and improve the organization's operations.

Management of each RTA Department has the responsibility to ensure that:

- (i) organizational structure and policies/procedures within each Department establish a culture of operational efficiency
- (ii) standard operating procedures are established and regularly updated

¹ Definition provided by IIA and their International Professional Practices Framework (IPPF)

² Definition of "charter" in "2016, International Standards for the Professional Practice of Internal Auditing", Glossary pg. 21

- (iii) internal controls are developed to ensure compliance with applicable laws and regulations

Auditing Standards

The OIAC will govern itself by adherence to the mandatory elements of the IIA's International Professional Practices Framework, to the extent possible with available resources, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing. The OIAC will also follow the Generally Accepted Government Auditing Standards (GAGAS) and Standards for Internal Control in the Federal Government, known as the "Green Book," as promulgated by the U.S. Government Accountability Office (GAO) where applicable.

Authority

In an effort to maintain independence and objectivity, the OIAC will report functionally to the Chief Executive Officer and the Board of Commissioners, and administratively to the Chief Financial Officer. The Board shall delegate management of the Office of Internal Audit and Compliance to the Director of Audit Compliance, who fulfills the activity's mission and objectives through its authorization to:

- Communicate and interact directly with the Board³ and present any matter that may warrant immediate attention or action without management present.
- Present any matter and have direct access to the Chief Executive Officer and General Counsel that may warrant immediate attention or action.
- Allocate resources, select audit engagements, set frequencies of audits and follow-ups, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of RTA personnel as appropriate, as well as other specialized services from within or outside of RTA for internal audit engagements in accordance with departmental policies and procedures.

The Board authorizes the Director of Audit Compliance and the OIAC staff to:

- Have full, free, and unrestricted access to all RTA divisions, personnel, activities, confidential and non-confidential data and records, information systems, physical property, and contractors relevant to the performance of engagements; while adhering to the confidentiality and safeguarding of records and information and applicable state and federal laws.
- Audit or review any function, activity, or unit of the RTA, including vendors, contractors, and subcontractors in accordance with contract terms.

³ 1111 – Direct Interaction with the Board, the Chief Audit Executive must communicate and interact directly with the board

- Receive and review complaints from any source and investigate those complaints that are deemed credible or upon its own initiative conduct audits and reviews concerning alleged fraud, waste, abuse, illegal acts, and service deficiencies including deficiencies in the operation and maintenance of facilities.
- Obtain timely reports from management on actions proposed and taken pertaining to audit recommendations.
- Attend meetings relating to the procurement of goods or services and pose questions and raise concerns consistent with its functions, authority, and powers.
- Be prudent in the use and safeguarding of information acquired in performing the engagements.
- Engage in prevention activities, including but not limited to the prevention of fraud, waste, abuse, and illegal acts; review of rules, regulations, policies, procedures, and transactions; and the supplying, providing, and conducting of programs for training and education.

The Director and OIAC staff shall not direct the activities of any RTA employee not employed within the OIAC, except to the extent such personnel have been appropriately assigned to an audit engagement or to otherwise assist the internal auditors in production of the audit in a timely manner.

The Director of OIAC will meet with the Finance Committee no less than once per quarter to provide updates on OIAC's activity and other relevant information. In addition, the RTA Board of Commissioners and/or the Finance Committee may request that the OIAC be available as an informational resource at regular Board or Finance Committee meetings.

Independence And Objectivity

The Office of Internal Audit and Compliance will remain independent and free from control on matters of audit selection, scope, procedures, frequency, timing, and report content. The OIAC will also perform its duties with objectivity so that opinions, conclusions, and recommendations are impartial and viewed as impartial by knowledgeable third parties.

Operational Duties

The OIAC shall be independent of the activities it reviews and will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditors' independence. Internal auditors will not assess specific operations for which they had responsibility within the previous two years.

Potential Impairment of Independence

The Director of Audit Compliance will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to the Chief Financial Officer, the Board, or other appropriate parties.

- Exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.
- Disclose to the Board any potential interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Where the Director of Audit Compliance has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity. The Director will confirm to the Chief Executive Officer and the Board, at least annually, the organizational independence of the OIAC⁴.

Scope and Responsibility

The scope of OIAC encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of RTA's governance, risk management, policies and procedures, and internal controls as well as the quality of performance in fulfilling the assigned responsibilities to achieve RTA's stated goals and objectives.

This includes:

- Evaluating risk exposure relating to achievement of RTA's strategic objectives
- Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information
- Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization
- Evaluating the means of safeguarding assets, and, as appropriate, verifying the existence, proper allocation, and utilization of such assets
- Evaluating the effectiveness and efficiency with which resources are employed
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being conducted as planned
- Monitoring and evaluating governance processes
- Monitoring and evaluating the effectiveness of risk management processes
- Performing consulting and advisory services related to governance, risk management, and control, as appropriate for RTA, provided the OIAC does not assume management responsibility.

⁴ 1110 – Organizational Structure, the chief audit executive must report to a level within the organization that allows the internal audit activity to fulfill its responsibilities. The chief audit executive must confirm to the board, at least annually, the organizational independence of the internal audit activity.

- Reporting periodically on the OIAC's purpose, authority, responsibility, and performance relative to its plan (summarized below)
- Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters
- Evaluating specific operations at the request of the Board of Commissioners, Chief Executive Officer, or Chief Financial Officer
- Investigating allegations of fraud, waste, or abuse
- Considering the scope of work of all external auditors and other regulatory agencies, as appropriate

The Director of Audit Compliance will:

- Communicate to the Chief Financial Officer, Chief Executive Officer, and the Board of Commissioners resource requirements and the impact of resource limitations on the execution of the Annual Internal Audit Plan
- Review and adjust the Annual Internal Audit Plan, as necessary, in response to changes in RTA's business, risks, operations, programs, systems, and controls. Any significant changes to the annual audit plan will be communicated to the Chief Financial Officer, Chief Executive Officer, and the Board of Commissioners
- Request that the Senior Management of areas audited respond to audit findings and/or recommendations within fourteen (14) days after the Exit Conference
- Ensure OIAC collectively possess or obtain sufficient knowledge, skills, experience, and other competencies needed to meet the requirements established in this charter
- Ensure that the principles of integrity, objectivity, confidentiality, and competency are applied and upheld

Annual Internal Audit Plan

At least annually, the Director of Audit Compliance shall submit an Annual Internal Audit Plan to the Chief Executive Officer, Executive Leadership Team, and Board of Commissioners.

The Internal Audit Plan will include the following core elements:

- Summary of Departmental Audits conducted in the prior fiscal year
- Summary of Departmental Audits planned for the next fiscal year
- Work schedule, budget, and resource requirements for the next fiscal year

Audit Reporting

All audit reports shall be prepared, reviewed, and issued by the Manager of Audit Compliance, or a designee, after an approved internal audit engagement. Draft reports will be issued to all managerial and director level process/risk owners. Following the draft audit report's release, the final audit report will be issued to the Chief Executive Officer

and the Board of Commissioners. The OIAC will ensure that internal audit results are communicated to the RTA in a format that is in accordance with IIA standards⁵.

Internal audit reports shall include audit objectives, the scope and methodologies of the audit, background information, and recommendations and findings. Audit reports may include management's response to specific findings or recommendations, corrective action taken, or actions planned to be taken. Management's response, whether included within the original audit report or provided thereafter, should include corrective actions to be taken, a timetable for anticipated completion, and an explanation for any corrective actions that will not be implemented.

The Director of Audit Compliance or designee may participate in non-internal audit services work, consultations, and evaluations, authorized by the CEO, the Executive Leadership Team, or Senior Leadership, or special projects and investigations, approved by the Chief Executive Officer and Board of Commissioners, to improve procedures, controls, systems and/or efficiency of operations.

In that event, the OIAC shall issue reports or memos, documenting the project objectives, work performed, and results. The report or memo issued, as well as its corresponding workpapers may not be intended for distribution like an audit report, nor does it need to be, so long as the results are communicated in accordance with IIA standards⁶.

Compliance Monitoring

In accordance with IIA standards, the OIAC will develop a Recommendation and Corrective Action Monitoring Program⁷. The Director of Audit Compliance must establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that the Executive Leadership Team has accepted the risk of not taking action. The follow-up process to monitor corrective actions shall be documented. The Director or designee will report on the status of the Corrective Actions regularly to the Executive Leadership Team, Chief Executive Officer, and Board of Commissioners.

When the Director of Audit Compliance concludes that management has accepted a high level of risk that may be harmful to the organization, the Director of Audit Compliance must discuss the matter with the Chief Executive Officer prior to reporting the acceptance of the risk. In addition, if the Director determines that corrective actions have not been

⁵ 2400 – Communicating Results, internal auditors must communicate the results of engagements.

⁶ 2400 – Communicating Results, internal auditors must communicate the results of engagements.

⁷ 2500 – Monitoring Progress, the chief audit executive must establish and maintain a system to monitor the disposition of results communicated to management.

resolved in a timely manner⁸, the Director must communicate the matter directly to the Board of Commissioners⁹.

Quality Assurance and Improvement Program

Indicating that engagements are “conducted in conformance with the International Standards for the Professional Practice of Internal Auditing” is appropriate only if supported by the results of the quality assurance and improvement program¹⁰.

The OIAC will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of OIAC’s conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program should also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.

It is the requirement of the Director of Audit Compliance to report periodically the results of its quality assurance and improvement program to the Chief Executive Officer and the Board of Commissioners and to obtain an external assessment of the activity at least once every five years¹¹.

Mark Raymond
Chairman of RTA Board of Commissioners

Lona Hankins
Chief Executive Officer

Gizelle Banks
Chief Financial Officer



Lynette Doyle
Director of Audit Compliance

⁸ 2600 – Communicating the Acceptance of Risks, When the chief audit executive concludes that management has accepted a level of risk that may be unacceptable to the organization, the chief audit executive must discuss the matter with senior management. If the chief audit executive determines that the matter has not been resolved, the chief audit executive must communicate the matter to the board.

⁹ 1322 – Disclosure of Nonconformance, when nonconformance with the Code of Ethics or the Standards impacts the overall scope or operation of the internal audit activity, the chief audit executive must disclose the nonconformance and the impact to senior management and the board.

¹⁰ 2430 – Use of “Conducted in Conformance with the International Standards for the Professional Practice of Internal Auditing”

¹¹ 1312 – External Assessments, must be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization.



Board Report and Staff Summary

File #: 23-086

Board of Commissioners

RTA Compensation Schedule

DESCRIPTION: RTA Compensation Schedule (Grade and Pay)	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to implement a compensation schedule for administrative staff.

ISSUE/BACKGROUND:

Progressive HR Strategies was hired by the RTA to perform a compensation study to create a market-based compensation structure that would address both internal and external equity and serve as a roadmap for future pay decisions. This board report offers an administrative staff compensation schedule that was developed through a market study by job and pay structure.

The primary objective of this compensation schedule is to establish a fair and competitive framework for compensating our employees based on their skills, experience, performance, and contribution to the RTA's success.

DISCUSSION:

The compensation study evaluated RTA's job descriptions and benchmarked them to comparable positions with other public and private employers including transit providers. As a result, the compensation schedule below was created. Survey job matches were determined by reviewing RTA job descriptions and consulting with managers to understand the knowledge, skills, abilities, and other characteristics needed to perform each position successfully. The salary data from the job matches were used to calculate a composite market value.

2023 Grades and Pay Band

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940
7	\$99,810	\$115,098	\$135,930

8	\$119,772	\$141,029	\$168,941
9	\$141,398	\$173,213	\$205,029
10	\$178,062	\$222,579	\$267,096
11	\$231,481	\$289,349	\$347,221

Our goal is to have a more equitable compensation based on performance within the RTA organization. Providing the proper compensation and rewarding performance is key to attracting and retaining the best talent. The compensation schedule shall establish a fair and transparent performance evaluation system, which may include regular performance evaluations, key performance indicators, and other objective metrics to assess individual and team contributions.

FINANCIAL IMPACT:

Results of the compensation study revealed that approximately 28% of the administrative employee workforce fell below the new salary range minimum. Employees are eligible for a pay increase. The pay increase adjustment resulted in the amount of \$270,235.00. This amount was approved in the 2023 budget.

NEXT STEPS:

RTA shall continue to communicate the compensation schedule to employees, ensuring transparency about the components, criteria, eligibility requirements, and the opportunities available for growth and advancement.

ATTACHMENTS:

1. Resolution
2. Job Levels Grades Pay Bands
3. Job Levels Grades Pay Bands (Revised)
4. Class and Compensation Revision (Revised)
5. Grades and Pay Ban Table (Revised)
6. HC35 RTA Compensation Policy
7. Comp Study Methodology

Prepared By: Darwyn Anderson
Title: Chief Human Resources Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

Lona Edward Hankins

6/27/2023

Lona E. Hankins
Chief Executive Officer

Date

Job Levels/Grades/Pay Bands

Administrative Support Specifications	Administrative Assistant	Senior Administrative Assistant	Principal Administrative Assistant
Education	<ul style="list-style-type: none"> Requires a High School Degree or Equivalent. Associate degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires an associate degree or Equivalent. Bachelor's degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-3 years of related experience May need 0 years of experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 3-5 years of related experience. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience. May need 2 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Works under moderate supervision. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Works independently within established procedures associated with the specific job function. Handles complex issues and problems and refers only the most complex issues to higher-level staff. 	<ul style="list-style-type: none"> Independently performs a wide range of complex duties under general guidance from supervisors. Performs work with a high degree of latitude. Handles the most complex issues.
Proficiency	<ul style="list-style-type: none"> Gaining or has attained full proficiency in a specific area of discipline. 	<ul style="list-style-type: none"> Has gained proficiency in multiple competencies relevant to the job. 	<ul style="list-style-type: none"> Has gained full proficiency in a broad range of activities related to the job.

Grade	Minimum	Midpoint	Maximum
8	\$43,070	\$51,480	\$59,889
9	\$49,530	\$59,200	\$68,871
10	\$57,210	\$68,675	\$80,139

Administrative Assistant
Accounts Payable Clerk
Receptionist

Job Levels/Grades/Pay Bands

Analysts Specifications	Analyst	Senior Analyst	Principal Analyst
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-5 years of related experience May need 1 year of experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience. May need 3 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 7-9 years of related experience. May need 5 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Works under moderate supervision. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Works independently within established procedures associated with the specific job function. Handles complex issues and problems and refers only the most complex issues to higher-level staff. 	<ul style="list-style-type: none"> Independently performs a wide range of complex duties under general guidance from supervisors. Performs work with a high degree of latitude. Handles the most complex issues.
Proficiency	<ul style="list-style-type: none"> Gaining or has attained full proficiency in a specific area of discipline. 	<ul style="list-style-type: none"> Has gained proficiency in multiple competencies relevant to the job. 	<ul style="list-style-type: none"> Has gained full proficiency in a broad range of activities related to the job.

Grade	Minimum	Midpoint	Maximum
10	\$57,210	\$68,675	\$80,139
11	\$66,650	\$80,350	\$94,049
12	\$78,315	\$94,816	\$111,317

Analyst
Budget Analyst
Data Analyst
Financial Data and Reporting Analyst
Grants Analyst
Planning & Scheduling Analyst
Programmer Analyst
Risk Management Analyst
Safety Risk Analyst
Systems Analyst

Job Levels/Grades/Pay Bands

Professionals Specifications	Entry	Senior	Principal
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-3 years of related experience. 	<ul style="list-style-type: none"> Typically requires 3-5 years of related experience. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience May need 4 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Work is closely managed. Handles basic issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Occasionally directed in several aspects of the work. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Work is generally independent and collaborative in nature. Handles complex issues and problems and refers only the most complex issues to higher-level staff.
Proficiency	<ul style="list-style-type: none"> Possesses beginning to working knowledge of subject matter. Works on projects/matters of limited complexity in a support role. 	<ul style="list-style-type: none"> Possesses solid working knowledge of subject matter. Gaining exposure to some of the complex tasks within the job function. 	<ul style="list-style-type: none"> Possesses comprehensive knowledge of subject matter. Contributes to moderately complex aspects of a project.

Grade	Minimum	Midpoint	Maximum
11	\$66,650	\$80,350	\$94,049
12	\$78,315	\$94,816	\$111,317
13	\$92,805	\$112,837	\$132,870

Buyer
Accountant
ADA Specialist
Contract Administrator
Transportation Planner
Crisis Intervention Specialist
DBE Program Administrator
Drug & Alcohol Program Administrator

Emergency Management Specialist
Executive Assistant to Board Services
Executive Assistant to Office of the CEO
Grants Accountant
Human Resources Specialist
Internal Auditor
Network Administrator
Network Engineer

Network Technician
Payroll Administrator
Public Relations Specialist
Safety Risk Analyst
Safety Specialist
Security Specialist
Systems Analyst

Job Levels/Grades/Pay Bands

Supervisors Specifications	Supervisor	Senior Supervisor	Principal Supervisor
Education	<ul style="list-style-type: none"> Requires a High School Degree or Equivalent. Associate degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires an associate degree or Equivalent. Bachelor's degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 3 years' experience in the related area as an individual contributor. 	<ul style="list-style-type: none"> Typically requires 3-5 years' experience in the related area as an individual contributor. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 4-7 years' experience in the related area as an individual contributor. May need 4 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Supervises a small group of para-professional staff working on highly transactional or repetitive processes. Contributes to the development of processes and procedures. Has some authority for personnel actions. 	<ul style="list-style-type: none"> Supervises a group of primarily para-professional level staffs. Makes day-to-day decisions within or for a group/small department. Has some authority for personnel actions. 	<ul style="list-style-type: none"> Supervises a group of primarily para-professional level staffs in the day-to-day performance of their jobs. Ensures day-to-day decisions within or for a group/small department. Has full authority for personnel actions.
Proficiency	<ul style="list-style-type: none"> Comprehensive knowledge of functional area under supervision. 	<ul style="list-style-type: none"> Thorough knowledge of functional area and department processes. 	<ul style="list-style-type: none"> Extensive knowledge of the function and department processes.

Grade	Minimum	Midpoint	Maximum
10	\$57,210	\$68,675	\$80,139
11	\$66,650	\$80,350	\$94,049
12	\$78,315	\$94,816	\$111,317

Rideline Supervisor
Supervisor of Body Repair
Supervisor of Bus Maintenance
Supervisor of General Repair
Supervisor of Hostlers
Supervisor of MOW
Supervisor of Operations Control
Supervisor of Paratransit Reservations
Supervisor of Traction Power
Supervisor Para & Non Rev Maintenance
Transit Operations Supervisor

Job Levels/Grades/Pay Bands

Managers Specifications			
	Manager	Senior Manager	Principal Manager
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 5 years' experience in the related area as an individual contributor and 1 - 3 years supervisory experience. 	<ul style="list-style-type: none"> Typically requires 8-10 years' experience in the related area as an individual contributor and 3+ years of managerial experience. May need 4 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Requires 12-14 years' experience in the related area as an individual contributor and 3+ years of managerial experience. May need 6 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Manages subordinate staff in the day-to-day performance of their jobs. Ensures that project/department milestones/goals are met and adhering to approved budgets. Has full authority for personnel actions. 	<ul style="list-style-type: none"> Typically manages through subordinate managers and professionals in larger groups of moderate complexity. Provides input to strategic decisions that affect the functional area of responsibility. May give input into developing the budget. Has full authority for personnel actions. 	<ul style="list-style-type: none"> Manages subordinate managers and professionals in larger groups of moderate complexity. Makes strategic decisions that affect the functional area of responsibility. Provides input into developing the budget. Has full authority for personnel actions.
Proficiency	<ul style="list-style-type: none"> Extensive knowledge of the function and department processes. 	<ul style="list-style-type: none"> Deep knowledge of the function and department processes. 	<ul style="list-style-type: none"> Comprehensive knowledge of the function and department processes.

Grade	Minimum	Midpoint	Maximum
11	\$66,650	\$80,350	\$94,049
12	\$78,315	\$94,816	\$111,317
13	\$92,805	\$112,837	\$132,870

CAD/AVL Manager
Capital Projects Manager
Community Outreach Manager
Customer Experience Manager
Facilities Manager
Fleet Asset Manager
Fleet Technology Manager
Infrastructure Project Manager
Maintenance Manager

Manager of Accounts Payable
Manager of Audit Compliance
Manager of General Accounting
Manager of Grants Administration
Manager of Inventory Control
Manager of Mobility & Alternative Modes
Manager of Operations Control
Manager of Operations Support
Manager of Operations Training

Manager of Rail Maintenance for MOW
Manager of Revenue Collection
Manager of Service Development
Manager of Traction Power
Marketing and Sales Manager
Project Manager of Information Technology
Service Delivery Manager
Transit Stops Manager

Job Levels/Grades/Pay Bands

Directors			
Specifications	Director	Senior Director	Principal Director
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred
Experience	<ul style="list-style-type: none"> Typically requires 10+ years' experience in the related area and 5+ years of managerial experience. 	<ul style="list-style-type: none"> Typically requires 12+ years' experience in the related area and 8+ years of managerial experience. May need 4 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Requires 14+ years' experience in the related area and 8+ years of managerial experience. May need 5 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Manages a departmental sub-function within a broader departmental function. Establishes departmental policies, practices, and procedures that have a significant impact on the organization. Contributes to strategic planning, direction, and goal setting for the department or function. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> Manages a departmental function within a broader corporate function. Develops major goals to support broad functional objectives. Approves policies developed within various sub-functions and departments. Primarily responsible for strategic planning, direction, and goal setting for the department or function in alignment with organizational objectives. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> Manages a departmental function within a primary corporate function. Develops and implements major goals to support broad functional objectives. Approves and implements policies developed within various sub-functions and departments. Responsible for strategic planning, direction, and goal setting for the department or function in alignment with organizational objectives. Has responsibility for personnel actions including hiring, performance management, and termination.
Proficiency	<ul style="list-style-type: none"> Deep knowledge of the managed sub-function and solid knowledge of the overall departmental function. 	<ul style="list-style-type: none"> Comprehensive knowledge of the overall departmental function. 	<ul style="list-style-type: none"> Comprehensive knowledge of the overall departmental function.

Grade	Minimum	Midpoint	Maximum
14	\$110,900	\$135,409	\$159,918
15	\$133,080	\$165,917	\$198,754
16	\$166,350	\$203,780	\$241,210

Director of Accounting
DBE/SBE Liaison Officer
Director of Audit Compliance
Director of Board Affairs (Board Secretary)
Director of Bus Maintenance
Director of Capital Projects
Director of Workforce Development
Director of Communications
Director of Emergency Management
Director of Employee & Labor Relations

Director of Employee Engagement
Director of Facilities
Director of Fare Collection Systems
Director of Fleet Advancement
Director of Information Technology
Director of Marine Operations
Director of Marketing
Director of Mobility Services & Alternative Modes
Director of Occupational Safety & Health
Director of Operations Bus & Rail

Director of Physical Security
Director of Procurement & Grants
Director of Professional Standards & Training
Director of Rail Maintenance
Director of Scheduling & Service Planning
Director of System Safety
Director of Talent Acquisition & Leave Management

Executives		
Specifications	Chiefs	Chief Executive Officer
Education	<ul style="list-style-type: none"> Typically requires a bachelor degree. Advanced degree preferred. 	<ul style="list-style-type: none"> Typically requires an advanced Degree.
Experience	<ul style="list-style-type: none"> Typically requires 15+ years' experience in the related area and 10+ years of managerial experience. 	<ul style="list-style-type: none"> Typically requires 15+ years' experience in the related area and 10+ years of managerial experience.
Scope of Responsibility	<ul style="list-style-type: none"> Manages a business unit, division, or corporate function with major organizational impact. Establishes overall direction and strategic initiatives for the given major function or line of business. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> In conjunction with the Board of Directors and the organization's senior executive team, develops the organization' short- and long-term goals and strategies. Responsible for the development of functional or business unit strategy for the entire organization Oversees the organization's leadership team in the deployment of policies and procedures meant to help the organization meet its stated business objectives. Defines corporate vision and strategy establishes company direction and focus. Has responsibility for personnel actions including hiring, performance management, and termination.
Proficiency	<ul style="list-style-type: none"> Has acquired the business acumen and leadership experience to become a top function or division head. 	<ul style="list-style-type: none"> Can execute multiple high impact initiatives to achieve overall corporate goals.

Grade	Minimum	Midpoint	Maximum
16	\$166,350	\$203,780	\$241,210
17	\$209,485	\$261,858	\$314,230
18	\$272,330	\$340,410	\$408,495

Chief Executive Officer
Deputy Chief Executive Officer
Chief Asset Manager Officer
Chief Safety, Security, and Emergency Management Officer
Chief Financial Officer
Chief Customer Service Officer
Chief Human Resources Officer
Chief of Planning & Capital Projects Officer
Chief Administrator Officer
Chief of Staff
Chief Transit Officer

Job Levels/Grades/Pay Bands

Administrative Support Specifications	Administrative Assistant	Senior Administrative Assistant	Principal Administrative Assistant
Education	<ul style="list-style-type: none"> Requires a High School Degree or Equivalent. Associate degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires an associate degree or Equivalent. Bachelor's degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-3 years of related experience May need 0 years of experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 3-5 years of related experience. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience. May need 2 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Works under moderate supervision. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Works independently within established procedures associated with the specific job function. Handles complex issues and problems and refers only the most complex issues to higher-level staff. 	<ul style="list-style-type: none"> Independently performs a wide range of complex duties under general guidance from supervisors. Performs work with a high degree of latitude. Handles the most complex issues.
Proficiency	<ul style="list-style-type: none"> Gaining or has attained full proficiency in a specific area of discipline. 	<ul style="list-style-type: none"> Has gained proficiency in multiple competencies relevant to the job. 	<ul style="list-style-type: none"> Has gained full proficiency in a broad range of activities related to the job.

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139

Administrative Assistant
Accounts Payable Clerk
Receptionist

Job Levels/Grades/Pay Bands

Analysts Specifications	Analyst	Senior Analyst	Principal Analyst
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-5 years of related experience May need 1 year of experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience. May need 3 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 7-9 years of related experience. May need 5 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Works under moderate supervision. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Works independently within established procedures associated with the specific job function. Handles complex issues and problems and refers only the most complex issues to higher-level staff. 	<ul style="list-style-type: none"> Independently performs a wide range of complex duties under general guidance from supervisors. Performs work with a high degree of latitude. Handles the most complex issues.
Proficiency	<ul style="list-style-type: none"> Gaining or has attained full proficiency in a specific area of discipline. 	<ul style="list-style-type: none"> Has gained proficiency in multiple competencies relevant to the job. 	<ul style="list-style-type: none"> Has gained full proficiency in a broad range of activities related to the job.

Grade	Minimum	Midpoint	Maximum
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185

Analyst
Budget Analyst
Data Analyst
Financial Data and Reporting Analyst
Grants Analyst
Planning & Scheduling Analyst
Programmer Analyst
Risk Management Analyst
Safety Risk Analyst
Systems Analyst

Job Levels/Grades/Pay Bands

Professionals Specifications	Entry	Senior	Principal
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 0-3 years of related experience. 	<ul style="list-style-type: none"> Typically requires 3-5 years of related experience. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 5-7 years of related experience May need 4 years' experience with additional specialized training and/or certification.
Level of Supervision Needed	<ul style="list-style-type: none"> Work is closely managed. Handles basic issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Occasionally directed in several aspects of the work. Handles moderately complex issues and problems and refers more complex issues to higher-level staff. 	<ul style="list-style-type: none"> Work is generally independent and collaborative in nature. Handles complex issues and problems and refers only the most complex issues to higher-level staff.
Proficiency	<ul style="list-style-type: none"> Possesses beginning to working knowledge of subject matter. Works on projects/matters of limited complexity in a support role. 	<ul style="list-style-type: none"> Possesses solid working knowledge of subject matter. Gaining exposure to some of the complex tasks within the job function. 	<ul style="list-style-type: none"> Possesses comprehensive knowledge of subject matter. Contributes to moderately complex aspects of a project.

Grade	Minimum	Midpoint	Maximum
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940

Buyer
Accountant
ADA Specialist
Contract Administrator
Crisis Intervention Specialist
DBE Program Administrator
Drug & Alcohol Program Administrator
Emergency Management Specialist

Executive Assistant to Board Services
Executive Assistant to Office of the CEO
Grants Accountant
Human Resources Specialist
Internal Auditor
Network Administrator
Network Engineer
Network Technician

Payroll Administrator
Public Relations Specialist
Safety Risk Analyst
Safety Specialist
Security Specialist
Systems Analyst
Transportation Planner

Supervisors Specifications	Supervisor	Senior Supervisor	Principal Supervisor
Education	<ul style="list-style-type: none"> Requires a High School Degree or Equivalent. Associate degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires an associate degree or Equivalent. Bachelor's degree or higher preferred. Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 3 years' experience in the related area as an individual contributor. 	<ul style="list-style-type: none"> Typically requires 3-5 years' experience in the related area as an individual contributor. May need 2 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Typically requires 4-7 years' experience in the related area as an individual contributor. May need 4 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Supervises a small group of para-professional staff working on highly transactional or repetitive processes. Contributes to the development of processes and procedures. Has some authority for personnel actions. 	<ul style="list-style-type: none"> Supervises a group of primarily para-professional level staffs. Makes day-to-day decisions within or for a group/small department. Has some authority for personnel actions. 	<ul style="list-style-type: none"> Supervises a group of primarily para-professional level staffs in the day-to-day performance of their jobs. Ensures day-to-day decisions within or for a group/small department. Has full authority for personnel actions.
Proficiency	<ul style="list-style-type: none"> Comprehensive knowledge of functional area under supervision. 	<ul style="list-style-type: none"> Thorough knowledge of functional area and department processes. 	<ul style="list-style-type: none"> Extensive knowledge of the function and department processes.

Grade	Minimum	Midpoint	Maximum
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185

Rideline Supervisor
Supervisor of Body Repair
Supervisor of Bus Maintenance
Supervisor of General Repair
Supervisor of Hostlers
Supervisor of MOW
Supervisor of Operations Control
Supervisor of Paratransit Reservations
Supervisor of Traction Power
Supervisor Para & Non Rev Maintenance
Transit Operations Supervisor

Job Levels/Grades/Pay Bands

Managers Specifications	Manager	Senior Manager	Principal Manager
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred Or: An equivalent combination of education and experience that demonstrates the ability to perform the position duties
Experience	<ul style="list-style-type: none"> Typically requires 5 years' experience in the related area as an individual contributor and 1 - 3 years supervisory experience. 	<ul style="list-style-type: none"> Typically requires 8-10 years' experience in the related area as an individual contributor and 3+ years of managerial experience. May need 4 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Requires 12-14 years' experience in the related area as an individual contributor and 3+ years of managerial experience. May need 6 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Manages subordinate staff in the day-to-day performance of their jobs. Ensures that project/department milestones/goals are met and adhering to approved budgets. Has full authority for personnel actions. 	<ul style="list-style-type: none"> Typically manages through subordinate managers and professionals in larger groups of moderate complexity. Provides input to strategic decisions that affect the functional area of responsibility. May give input into developing the budget. Has full authority for personnel actions. 	<ul style="list-style-type: none"> Manages subordinate managers and professionals in larger groups of moderate complexity. Makes strategic decisions that affect the functional area of responsibility. Provides input into developing the budget. Has full authority for personnel actions.
Proficiency	<ul style="list-style-type: none"> Extensive knowledge of the function and department processes. 	<ul style="list-style-type: none"> Deep knowledge of the function and department processes. 	<ul style="list-style-type: none"> Comprehensive knowledge of the function and department processes.

Grade	Minimum	Midpoint	Maximum
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940
7	\$99,810	\$115,098	\$135,930

CAD/AVL Manager
Capital Projects Manager
Community Outreach Manager
Customer Experience Manager
Facilities Manager
Fleet Asset Manager
Fleet Technology Manager
Infrastructure Project Manager
Maintenance Manager

Manager of Accounts Payable
Manager of Audit Compliance
Manager of General Accounting
Manager of Grants Administration
Manager of Inventory Control
Manager of Mobility & Alternative Modes
Manager of Operations Control
Manager of Operations Support
Manager of Operations Training

Manager of Rail Maintenance for MOW
Manager of Revenue Collection
Manager of Service Development
Manager of Traction Power
Marketing and Sales Manager
Project Manager of Information Technology
Service Delivery Manager
Transit Stops Manager

Job Levels/Grades/Pay Bands

Directors			
Specifications	Director	Senior Director	Principal Director
Education	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred 	<ul style="list-style-type: none"> Requires Bachelor's Degree in Business Administration, Public Administration, or a related field. Master's Degree preferred
Experience	<ul style="list-style-type: none"> Typically requires 10+ years' experience in the related area and 5+ years of managerial experience. 	<ul style="list-style-type: none"> Typically requires 12+ years' experience in the related area and 8+ years of managerial experience. May need 4 years' experience with additional specialized training and/or certification. 	<ul style="list-style-type: none"> Requires 14+ years' experience in the related area and 8+ years of managerial experience. May need 5 years' experience with additional specialized training and/or certification.
Scope of Responsibility	<ul style="list-style-type: none"> Manages a departmental sub-function within a broader departmental function. Establishes departmental policies, practices, and procedures that have a significant impact on the organization. Contributes to strategic planning, direction, and goal setting for the department or function. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> Manages a departmental function within a broader corporate function. Develops major goals to support broad functional objectives. Approves policies developed within various sub-functions and departments. Primarily responsible for strategic planning, direction, and goal setting for the department or function in alignment with organizational objectives. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> Manages a departmental function within a primary corporate function. Develops and implements major goals to support broad functional objectives. Approves and implements policies developed within various sub-functions and departments. Responsible for strategic planning, direction, and goal setting for the department or function in alignment with organizational objectives. Has responsibility for personnel actions including hiring, performance management, and termination.
Proficiency	<ul style="list-style-type: none"> Deep knowledge of the managed sub-function and solid knowledge of the overall departmental function. 	<ul style="list-style-type: none"> Comprehensive knowledge of the overall departmental function. 	<ul style="list-style-type: none"> Comprehensive knowledge of the overall departmental function.

Grade	Minimum	Midpoint	Maximum
7	\$99,810	\$115,098	\$135,930
8	\$119,772	\$141,029	\$168,941
9	\$141,398	\$173,213	\$205,029

Director of Accounting
DBE/SBE Liaison Officer
Director of Audit Compliance
Director of Board Affairs (Board Secretary)
Director of Bus Maintenance
Director of Capital Projects
Director of Communications
Director of Emergency Management
Director of Employee & Labor Relations
Director of Employee Engagement

Director of Facilities
Director of Fare Collection Systems
Director of Fleet Advancement
Director of Information Technology
Director of Marine Operations
Director of Marketing
Director of Mobility Services & Alternative Modes
Director of Occupational Safety & Health
Director of Operations Bus & Rail
Director of Physical Security

Director of Procurement & Grants
Director of Professional Standards & Training
Director of Rail Maintenance
Director of Scheduling & Service Planning
Director of System Safety
Director of Talent Acquisition & Leave Management
Director of Workforce Development

Executives		
Specifications	Chiefs	Chief Executive Officer
Education	<ul style="list-style-type: none"> Typically requires a bachelor degree. Advanced degree preferred. 	<ul style="list-style-type: none"> Typically requires an advanced Degree.
Experience	<ul style="list-style-type: none"> Typically requires 15+ years' experience in the related area and 10+ years of managerial experience. 	<ul style="list-style-type: none"> Typically requires 15+ years' experience in the related area and 10+ years of managerial experience.
Scope of Responsibility	<ul style="list-style-type: none"> Manages a business unit, division, or corporate function with major organizational impact. Establishes overall direction and strategic initiatives for the given major function or line of business. Has responsibility for personnel actions including hiring, performance management, and termination. 	<ul style="list-style-type: none"> In conjunction with the Board of Directors and the organization's senior executive team, develops the organization' short- and long-term goals and strategies. Responsible for the development of functional or business unit strategy for the entire organization Oversees the organization's leadership team in the deployment of policies and procedures meant to help the organization meet its stated business objectives. Defines corporate vision and strategy establishes company direction and focus. Has responsibility for personnel actions including hiring, performance management, and termination.
Proficiency	<ul style="list-style-type: none"> Has acquired the business acumen and leadership experience to become a top function or division head. 	<ul style="list-style-type: none"> Can execute multiple high impact initiatives to achieve overall corporate goals.

Grade	Minimum	Midpoint	Maximum
9	\$141,398	\$173,213	\$205,029
10	\$178,062	\$222,579	\$267,096
11	\$231,481	\$289,349	\$347,221

Chief Executive Officer
Deputy Chief Executive Officer
Chief Asset Manager Officer
Chief Safety, Security, and Emergency Management Officer
Chief Financial Officer
Chief Customer Service Officer
Chief Human Resources Officer
Chief of Planning & Capital Projects Officer
Chief Administrator Officer
Chief of Staff
Chief Transit Officer

Class and Compensation Summary

June 21, 2023

The purpose of this document is to summarize the changes made to the Grade Band recommendations presented at the June 8th Committee Meetings.

1. Originally staff proposed 11 grades 8-18, now staff is recommending 11 grades 1-11.
2. The staff is proposing no changes in the salary ranges of the following grade bands.

Grade	Position Category	Minimum	Midpoint	Maximum
1	Administrative Assistant	\$43,070	\$51,480	\$59,889
2	Administrative Assistant, Senior	\$49,530	\$59,200	\$68,871
3	Administrative Assistant, Principal	\$57,210	\$68,675	\$80,139
3	Analyst	\$57,210	\$68,675	\$80,139
3	Supervisor	\$57,210	\$68,675	\$80,139

3. The staff is proposing a reduction in the salary ranges of the following grade bands.
 - a. 95% of Midpoint and 95% of Maximum (green highlight is the recommendation)

Grade	Position Category	Minimum	Midpoint	95% of Mid	Maximum	95% of Max
4	Analyst, Senior	\$66,650	\$80,350	\$76,333	\$94,049	\$89,347
4	Professional, Entry	\$66,650	\$80,350	\$76,333	\$94,049	\$89,347
4	Supervisor, Senior	\$66,650	\$80,350	\$76,333	\$94,049	\$89,347
4	Manager	\$66,650	\$80,350	\$76,333	\$94,049	\$89,347

- b. 90% of Midpoint and 90% of Maximum (green highlight is the recommendation)

Grade	Position Category	Minimum	Midpoint	90% of Mid	Maximum	90% of Max
5	Analyst, Principal	\$78,315	\$94,816	\$85,334	\$111,317	\$100,185
5	Professional, Senior	\$78,315	\$94,816	\$85,334	\$111,317	\$100,185
5	Supervisor, Principal	\$78,315	\$94,816	\$85,334	\$111,317	\$100,185
5	Manager, Senior	\$78,315	\$94,816	\$85,334	\$111,317	\$100,185

- c. 90% of Minimum, 90% of Midpoint and 90% of Maximum (green highlight is the recommended)

Grade	Position Category	Minimum	90% Min	Midpoint	85% of Mid	Maximum	85% of Max
6	Professional, Principal	\$92,805	\$83,525	\$112,837	\$95,911	\$132,870	\$112,940
6	Manager, Principal	\$92,805	\$83,525	\$112,837	\$95,911	\$132,870	\$112,940
7	Director	\$110,900	\$99,810	\$135,409	\$115,098	\$159,918	\$135,930
8	Director, Senior	\$133,080	\$119,772	\$165,917	\$141,029	\$198,754	\$168,941

- d. 85% of Minimum, 85% of Midpoint and 85% of Maximum (green highlight is the recommended)

Grade	Position Category	Minimum	85% Min	Midpoint	85% of Mid	Maximum	85% of Max
9	Director, Principal	\$166,350	\$141,398	\$203,780	\$173,213	\$241,210	\$205,029
9	Chief I	\$166,350	\$141,398	\$203,780	\$173,213	\$241,210	\$205,029
10	Chief II	\$209,485	\$178,062	\$261,858	\$222,579	\$314,230	\$267,096
11	Chief Executive Officer	\$272,330	\$231,481	\$340,410	\$289,349	\$408,495	\$347,221

- Section 1 of the Board adopted Compensation policy (HC35) provides guidance on how salaries are established. 1.2.4 addresses classification and salary equity review.
- The consultant who performed the initial Class and Compensation study clarified their market analysis section, specifically the Market Scope section to explain what entities/industries participate in the databases used to make a comparison.
- The RTA is competing against both the private sector and government sector for talent. The agency does not have a defined benefits package in retirement like many government entities. We do not participate in Lasers or the Office of Group Benefits. Additionally, we cannot offer the same benefits that a large private employer/university may offer.

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940
7	\$99,810	\$115,098	\$135,930
8	\$119,772	\$141,029	\$168,941
9	\$141,398	\$173,213	\$205,029
10	\$178,062	\$222,579	\$267,096
11	\$231,481	\$289,349	\$347,221

Compensation

(HC35)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) is committed to providing appropriate compensation for its employees. RTA's compensation program is fiscally responsible and designed to attract, develop and retain qualified employees and to ensure internal equity and external competitiveness.

PURPOSE

To provide compensation that is:

- Designed to attract and retain qualified employees;
- Equitable for RTA positions with comparable scope and responsibility;
- Competitive with salaries for comparable positions in RTA's industry and the business community; and
- Consistent with principles of public accountability and fiscal responsibility.

APPLICATION

This policy applies to both represented and non-represented employees. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on 9/27/2022, Resolution 22-070.

APPROVED BY:



Alex Z. Wiggins
Chief Executive Officer

Effective Date: 8/24/2021
Date of Last Review: 9/27/2022

1.0 PROCEDURES

These procedures establish salary administration guidelines for determining RTA employees' salaries.

1.1 Setting Individual Salaries – New Hires

Salary ranges provide guidelines for determining salaries for new hires, promotions, demotions, reclassifications, and interim appointments. Employees' salaries will not be established below the minimum or above the maximum of the salary range.

When determining starting salaries for new hires, the Hiring Department will consider such factors as unique expertise, prior experience, education, acquired training, external market competitiveness relative to the position, and internal equity within RTA and the department. Salary offers approved by the appointing authority should be submitted to the hiring department's Chief, or the appropriate department head for concurrence.

A new employee's salary will normally be established between the minimum and midpoint of the salary range, and be approved per Table 1: Salary/Pay Grade Approvals.

Table 1: Salary/Pay Grade Approvals

Salary/Pay Grade Range	Required Approval(s)
Below the midpoint of the pay grade range	Hiring Department Head
At or above the midpoint of the pay grade range (not to exceed the maximum)	Hiring Department Chief, Human Capital and CFO
More than the maximum of the pay range for the position	Hiring Department Chief; Human Capital Chief; CFO, and CEO.

1.2 Setting Individual Salaries – Change in Classification

1.2.1 Transfer

Employees transferring into a new position in the same salary grade as their current position will not receive a change in pay. When a transfer occurs, the employee will serve a new six-month probationary period.

1.2.2 Demotion

An employee who voluntarily demotes to a lower classification will have his/her current salary reviewed, and adjusted appropriately within the lower salary range. This includes an employee whose current salary is above the maximum of the lower grade's salary

range. The Human Capital Department, in consultation with the respective department head, will determine any salary adjustment. A voluntary demotion requires approval of the respective department head, and review by the Chief Human Resources Officer, Human Capital.

An employee who is demoted involuntarily to a lower classification based on a business necessity or performance will have his/her current salary reviewed, and adjusted appropriately within the lower salary range. This includes an employee whose current salary is above the maximum of the lower grade's salary range. The Human Capital Department, in consultation with the respective department head, will determine any salary adjustment. An Involuntary demotion requires approval of the respective Chief, and review by the Chief Human Resources Officer, Human Capital.

An employee who is demoted will serve a new six-month probationary period in the new classification.

An employee who fails the demotion probation and receives approval to return to his/her former position (see the Probationary Period (HC32) policy), will have his/her salary adjusted to its previous level. If the employee demotes to a different lower-level position which he/she has never held, the employee will have his/her salary appropriately adjusted within the new salary grade. This adjustment will be determined by the Human Resources Department, in consultation with the respective department head. A new employee serving an initial probation is not eligible to volunteer for a demotion.

1.2.3 Promotion

A promotion results from the change of an employee to a higher pay grade after a successful selection process or direct appointment (see the Employment Advertisement, Recruitment and Selection (HC14) policy). Salary increases upon promotion will be at least 5% of the employee's base pay and must fall within the new salary range. In the event a 5% increase would result in the salary exceeding the range, the increase will only be that percentage which brings the employee's new salary to the top of the range. Salary increases are subject to the approval requirements in Table 1: Salary/Pay Grade Approvals.

The hiring department in coordination with Human Capital will determine the effective date of a promotion, not to exceed the first day of a pay period within 15 working days from the date the employee accepts the position. The employee will assume the new duties on the effective date. If the employee is delayed in assuming his/her new position due to business necessity, the effective date will be the date agreed to by the employee's current and hiring departments. Delays beyond 15 working days after the employee accepts the new position require the concurrence of the Chief Human Resources Officer, Human Capital.

A newly promoted employee will serve a six-month probationary period.

1.2.4 Classification and Salary Equity Review

When positional duties have changed significantly, the position may be reclassified accordingly (a higher position in a higher pay grade; lower position in a lower pay grade; or different classification within the same pay grade). A request for a classification review may be initiated by a department Chief; and is subject to CEO approval.

The following are true when a reclassification audit results in a reclassification to a higher-level position:

- If the position exists in multiple departments, the incumbent must be in the new position's Qualified Candidate Pool (QCP), in order to be reclassified.
- If the position only exists within the incumbent's department (e.g., Senior Worker's Compensation Analyst), he/she must meet the position's minimum qualifications in order to be reclassified.
- If the incumbent does not meet the above criteria, only the position will be reclassified.

An incumbent who is reclassified to a higher-level position may be considered for a salary increase, which will be at least five percent (5%) of the employee's base pay, and must fall within the new salary range.

Human Capital will consider requests from department Chiefs for salary equity reviews of employees within their departments, subject to the CFO and/or CEO approval.

A reclassification resulting in a higher-level position or a salary equity adjustment that results in an annual salary for the incumbent within the pay range for the position, must be approved by the Chief Human Resources Officer, Human Capital; the respective department Chief; CFO and the CEO

If a reclassification results in a change to a lower-level position, Human Capital will review an employee's current salary relative to the lower salary range, and adjust the salary as appropriate. This includes an employee's current salary that is above the maximum of the lower grade salary range.

If a reclassification results in a change to a different classification within the same pay grade, there will be no salary adjustment.

The effective date of an employee's reclassification and salary adjustment will be the first pay period following the final approval.

Agency wide classification and compensation studies to establish classification pay bands as needed shall be shared with the board of commissioners.

1.3 Interim Pay

The pay for an interim appointment in a higher-level position is at least five percent (5%) increase above the employee's regular salary. The interim pay will be at least at the minimum of the salary range of the interim position, but will not exceed the maximum of the salary range. Interim assignments must be approved by the respective department Deputy CEO/Chief of the respective department (see the Employment Advertisement, Recruitment and Selection (HC14) policy).

An employee will receive interim pay during his/her interim tenure, which should not exceed six (6) months. Interim pay will cease when the employee returns to his/her regular position.

1.4 Performance Based Compensation

An Individual Performance Plan will establish guidelines to apply when determining employees' annual salary increases.

Employees receiving an overall annual performance rating of Exceeds Expectations = 4.0; Meets Expectations = 3.0; Sometimes Meets Expectations = 2.0 will be given a fixed percentage increase added to the base pay rate of their regular position up to the maximum of their salary range.

Employees receiving a Does Not Meet Expectations = 1.0 rating on their most recent Individual Performance Plan, and are given a 90-day improvement plan, must receive an "Effective" rating at the end of that period, and maintain that rating for an additional 90 days, to be eligible for a salary increase after that 180-day period. This increase is not retroactive; and will be effective the first payroll period after the 180-day period.

1.5 Hours of Work - Exempt Employees

The workweek for a full-time exempt employee is 40 hours; though, with written approval from his/her supervisor, he/she may work an alternate work schedule of at least 80 hours per pay period (see the Attendance and Work Schedule (HC1) policy). An exempt employee may be required to work additional hours to complete work assignments, but will not receive overtime compensation.

1.6 Hours of Work and Overtime - Non-Exempt Employees

1.6.1 Hours of Work

The workday for a full-time non-exempt employee is 8 hours. Regular hours worked exceeding 8 hours per day or 40 hours per workweek will be compensated as overtime. A non-exempt employee is paid for all regular hours worked and for time charged to paid leave time. If a non-exempt employee has exhausted all of his/her Paid Time Off (PTO), the employee's pay will be reduced for the hours not worked.



Regional Transit Authority

1.6.2 Overtime

Overtime is regular hours worked by non-exempt employees which exceeds 8 hours per day or 40 hours per workweek. Overtime may be assigned by the immediate supervisor or department head to meet essential operating requirements. All other overtime must be approved in advance by the immediate supervisor.

1.6.3 Compensation for Overtime

A non-exempt employee will be compensated at the legislatively provided premium rate (premium rate) for any regular hours worked exceeding 8 hours worked per day, or 40 hours per workweek.

1.6.4 Compensatory Time Off for Overtime

A non-exempt employee is eligible to receive compensatory time off (CTO) at the premium rate in lieu of cash overtime pay if:

- The employee and his/her manager/supervisor must agree that the employee will receive CTO instead of pay. This must occur before the employee performs the work and the employee signs a Compensatory Time Off Agreement (Attachment 1). Without a mutual agreement, the employee will be paid at the premium rate, instead of receiving CTO.; and
- The employee's current total CTO accrual is not more than 80 hours. Accruals above the 80-hour maximum require the approval of the EO, Human Resources.

Use of CTO is at management discretion. CTO must be used within one year from the time overtime was performed. If the department is unable to schedule and grant the time off, a cash payment will be made in lieu of CTO. Upon termination of employment, the employee will be paid for any unused CTO.

Departments will schedule CTO consistent with the department's operational requirements, based on a consideration of customary work practices, including the normal schedule of work; anticipated peak workloads based on past experience; emergency requirements for staff and services; availability of qualified substitute staff; and control of excess overtime compensation.

1.6.5 Emergency Pay for Essential Employees

Both essential exempt and non-exempt employees are entitled to receive emergency pay when activated to serve on the RTA's Incident Management Team as defined in the Agency's All Hazards Plan. Employees will be compensated at an additional fifty percent above the normal rate of pay for all hours work for non-exempt employees and an additional fifty percent of the normal weekly salary, or fraction thereof, for exempt

employees. All other pay policies remain applicable and unaffected during an emergency.

1.6.6 Continuation Pay for Reserve Employees

When reserve employees who are scheduled for work are released from duty due to an emergency affecting RTA operations will be paid subject to approval by the Chief Executive Officer and/or Chief Human Resources Officer.

1.7 Cost of Living Adjustment

RTA's offers a cost-of-living adjustment (COLA) as an increase in benefits or salaries to counteract inflation. A cost-of-living adjustment shall be included in the employee's salary if budget allows and the employee was employed on record as of December 31.

1.8 Record Keeping

Non-exempt employees must record actual hours worked on a daily basis, including any absences, in the employee's respective payroll system and must include the appropriate Project/Task number for all hours worked. The employee must record any time missed (such as PTO, Paid Sick Time, holiday, or RTA-approved leave), during the reporting period, which will then be charged to his/her relevant account. If an employee has exhausted all of his/her PTO or Paid Sick Time, his/her pay will be reduced for the hours not worked.

Exempt employees must record their time in their respective payroll system. This isn't to record their presence at work, but for the specific purpose of recording PTO, holidays, and the appropriate Project/Task numbers for all hours worked. Any deviation from regular work hours must be approved in advance by the immediate supervisor. Supervisors are accountable for verifying that their employees' work hours are properly recorded, to ensure compliance with this policy.

Timesheets for all employees must be signed by the employee's supervisor.

Falsification of timesheets is considered theft of public funds. A charge of theft of public funds sustained against an employee may lead to discipline up to and including discharge.

Employees should promptly notify their supervisor if they believe there has been an improper deduction made from their paycheck. Reports of an improper deduction from wages will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction.

1.8.1 Emergency Pay Recordkeeping

All employees activated to serve under the RTA's Incident Management Team during an emergency shall document the nature and duration of emergency work performed

during each operational period on an ICS Form 214 (Activity Log). Employees must submit their completed ICS Form 214 at the end of each operational period to IMT's Documentation Unit Leader. Hours worked on the ICS Form 214 must correspond to the hours recorded in the RTA's payroll system in order to receive emergency pay.

1.9 Time Claim

Employees may file a time claim if they believe they have not received their total compensation. Any claim for additional compensation must be filed within ten (10) working days from the date of receipt of paycheck for the specific pay period in question (refer to the Grievance (HC13) policy).

2.0 DEFINITION OF TERMS

Demotion – An employee's voluntary or involuntary change from one position to another in a different classification which is assigned to a lower grade. The involuntary change is typically a result of business necessity or unsatisfactory performance.

Department Head – An employee at the Director-level or higher who manages a cost center.

Essential Employees – Employees who by virtue of their presence, specialized function, or necessary skills, are essential to conducting the business or certain operational needs of the RTA and are, therefore required to report for duty and serve on the RTA's Incident Management Team. Whenever possible, essential designation of employees will occur well in advance. Designation of essential employee status may vary depending on the circumstances of the emergency. Department Heads must maintain a list of all essential personnel and submit this list every quarter to the RTA's Chief Human Resources Officer (or designee) and the Director of Emergency Management.

Exempt Employee – An employee who, based on duties performed and manner of compensation, is exempt from the FLSA minimum wage and overtime provisions. An Exempt employee receives a salary and may be required to work additional hours to complete work assignments without additional compensation.

Interim Appointment – A temporary assignment of a regular employee to another position

Non-exempt Employee – A Non-exempt employee is defined as an employee who, based on duties performed and manner of compensation, is subject to all FLSA provisions. A Non-Exempt employee is required to account for all time worked on an hourly basis and is compensated for overtime.



Regional Transit Authority

Overtime – Overtime is time worked by a non-exempt employee that exceeds 8 hours in a workday or 40 hours in a workweek. Only regular hours worked will be calculated when determining overtime; any type of leave, used PTO, used Paid Sick time, etc., will not be included in calculations. Overtime is compensated at legislatively provided premium rates.

Paid Sick Time – Accrued paid sick time for employees who are otherwise ineligible for PTO, or paid sick leave under a CBA.

Promotion – The change of an employee from one position to another which is assigned a higher pay grade, and for which the employee has either successfully competed in a selection process or has been directly appointed.

Reclassification – The change of an employee's current classification to a different classification as a result of an audit and evaluation that concludes that an employee's job duties and responsibilities have changed significantly.

Reserve Employees – Employees who are not initially required to report for duty during an emergency, but who are required to report for duty when activated by the RTA's Incident Management Team in consultation with the employee's Department Head. These employees become essential employees until demobilized by the Incident Management Team.

Salary Equity Adjustment – A change to an incumbent's salary as a result of an analysis conducted by the Human Capital Department of the equity of an incumbent's salary in comparison to the salaries of other employees in RTA and in the department within the same job family.

Paid Time Off (PTO) – Paid Time Off is measured on an hourly basis. This paid leave includes vacation, sick and floating or personal holiday hours.

Transfer – The change of an employee from one position to another in the same pay grade.

Workweek – A workweek is a period of 168 hours during seven consecutive 24-hour periods. A regular workweek begins 12:01 a.m. Sunday and ends the following Saturday at 12:00 a.m. (midnight). Employees on a flexible work schedule begin their workweek the mid-workday of the flex day and end the workweek the mid-workday on the 8-hour day (refer to Attendance and Work Schedule (HC1) policy).

3.0 RESPONSIBILITIES

Chief Executive Officer (CEO) delegates to the Chief Human Resources Officer, Human Capital authority to ensure that the Compensation program is administered and maintained in accordance with policies.

Chief Human Resources Officer, Human Capital or Designee ensures that the Compensation program is administered and maintained in accordance with RTA policies and is flexible, equitable, externally competitive; reviews all reclassifications and salary equity reviews and resulting salary changes; and approves all proposed salaries of new hires and promotions above the midpoint of the salary range.

Chief Financial Officer (CFO) or Designee ensures that the Compensation program aligns with the approved budget

Deputy CEO/Department Chief of the hiring department ensures policies and procedures are followed; signs salary offers at or above the midpoint of the range; and approves involuntary demotions. Reclassifications and Salary Equity Reviews may only be authorized and approved by Chiefs.

Department Head signs salary offers below the midpoint of the salary range and approves voluntary demotions.

Supervisor reviews and approves all work schedules, overtime and scheduled absences.

4.0 FLOWCHART

N/A

5.0 REFERENCES

- Employment Advertisement, Recruitment and Selection (HC14)
- Probationary Period (HC32)
- Attendance and Work Schedule (HC1)
- Individual Performance Plan (HC36)
- Grievance Process (HC13)

6.0 ATTACHMENTS

1. Compensatory Time Off Agreement

7.0 PROCEDURE HISTORY

8/18/2021 Final Executive Committee approval granted

8/24/2021 Final Board approval granted

9/27/2022 Final Board approval granted

- Added emergency pay language



8.0 SPONSOR DEPARTMENT
Human Capital

COMPENSATORY TIME OFF AGREEMENT

The New Orleans Regional Transit Authority (RTA) has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 8 hours in a day or 40 hours in a workweek. Requests for Compensatory Time Off (CTO) are granted at the discretion of the eligible employee's supervisor and will be scheduled consistent with RTA's operational requirements.

By my signature below, I acknowledge that I have received a copy of RTA's Compensatory Time Off policy. I understand that compensatory time will be granted at time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. I further understand that my compensatory time may be limited, preserved, used or cashed out consistent with RTA's CTO policy and federal law.

I understand that CTO must be used within one year from the time overtime work was performed and if RTA is unable to schedule and grant the time off within six months of my request for CTO, cash payment will be made in lieu of compensating time off. I understand the maximum accrual of CTO is 80 hours and that RTA has the right to compel use of CTO, if it chooses. (Additional accruals above the 80-hour maximum require the approval of the Deputy Executive Officer of Human Resources.) If I terminate my RTA employment, I understand I will be paid for any unused CTO.

I knowingly and voluntarily agree to the provisions of RTA's Compensatory Time Off policy as a condition of my employment, and I consent to the use of compensatory time in accordance with the CTO policy. I understand that if any portion of the CTO policy conflicts with state or federal law, the conflicting portion will be struck and the remainder of the policy will continue in full force and effect.

Date

Signature

Printed Name

Methodology

New Orleans Regional Transit Authority (RTA) contracted with Progressive HR Strategies to conduct a compensation study to develop a market-based compensation program to address external and internal equity and guide future pay decisions. This report contains a market analysis for jobs, a recommended pay structure and suggested guidelines for implementing and maintaining the system.

Market Analysis

Salary Surveys

Progressive HR Strategies utilized two valid and reliable sources of salary survey data. Salary data is effective as of September 1, 2022.

Salary.com CompAnalyst

Salary.com's CompAnalyst market pricing database is composed of data from hundreds of commercially available, top-tier surveys as well as local, industry, and association surveys. These surveys are composed of 100 percent employer-reported salary information. Salary.com's Certified Compensation Professionals collect, analyze and aggregate data from these surveys to deliver this proprietary market pricing database. In addition, they've developed rigorous data auditing practices (both automated and manual) to ensure the consistency and integrity of each data point. CompAnalyst data are fully scoped to reflect pay practices that are specific to a selected industry, organization size, and geography.

Economic Research Institute (ERI)

The Economic Research Institute's database is the largest compensation system of its kind and includes survey information from thousands of not-for-profit and for-profit companies. ERI has been trusted for decades to compile the most robust salary survey, cost-of-living, executive compensation, and job competency data available. Thousands of corporate subscribers, including the majority of the Fortune 500®, rely on ERI analytics to streamline the compensation planning process, develop compensation packages that attract and retain top performers, and provide defensible data that holds up during litigation and audit.

Market Scope

Scope refines the market data to be comparative based on geography, industry, and size.

Geography

- Survey data can be narrowed to geographical parameters (e.g., city, state, region or country).
 - Both surveys utilized New Orleans, LA

Industry

- Survey data can be narrowed to industry (e.g., construction, education, government, healthcare, or transportation).
 - CompAnalyst utilized Transportation which is comprised of companies that engage in the movement of people and goods from one location to another. Modes of transportation include air, rail, road, water and pipeline. Examples include subway systems, taxi and limousine services, trucking cruise ships, motor vehicle towing, and sightseeing buses. Trips can occur between local, regional, national or international locations.
 - ERI utilized Ground Passenger Transportation which includes establishments primarily engaged in furnishing local and suburban passenger transportation, such as those providing passenger transportation within a single municipality, contiguous municipalities, or a municipality and its suburban areas, by bus, rail, or subway, either separately or in combination, and establishments engaged in furnishing transportation to local scenic features. Also included are establishments primarily engaged in furnishing highway passenger transportation and establishments furnishing highway passenger terminal or maintenance facilities.

Size (Revenue)

- For executive and upper management positions, it is helpful to scope data by revenue size as salaries are often directly affected by organizational performance. For remaining positions, it is beneficial to use salary data that is based on the average of all organizations within a database. Salaries will be comparable regardless of revenue size.
 - Directors+: Revenue \$50-200M (\$130M)
 - All Other Jobs: All Size Average

Benchmarking

Survey job matches were determined by reviewing RTA job descriptions and consulting with managers to understand the knowledge, skills, abilities, and other characteristics needed to successfully perform each position.

Salary data from the job matches were used to calculate a composite market value for low or minimum pay (25th percentile), midpoint or median pay (50th percentile), and high or maximum pay (75th percentile).

Example:

Senior Buyer	Composite 25th %ile	Composite 50th %ile	Composite 75th %ile
	\$63,750	\$70,250	\$77,900

Survey / Job Title	Survey Scope	Survey 25th %ile	Survey 50th %ile	Survey 75th %ile
CompAnalyst Buyer II	Transportation New Orleans, LA	\$64,600	\$71,800	\$79,600
Survey Summary: Purchases materials, supplies and services at the most favorable terms for the organization. Qualifies vendors, evaluates bids, and negotiates prices and terms for purchased goods and services. Tracks purchases, monitors vendor quality, and maintains a current database of vendor information. May require a bachelor's degree or its equivalent. Typically reports to a supervisor or manager. Gains exposure to some of the complex tasks within the job function. Occasionally directed in several aspects of the work. Typically requires 2 to 4 years of related experience.				
ERI Buyer Level 2	Ground Transportation New Orleans, LA	\$62,900	\$68,700	\$76,200
Survey Summary: Procures materials or other goods and/or coordinates activities involved with purchasing products and services, such as raw materials, equipment, tools, parts, supplies, and advertising, for establishment. Receives and reviews requisitions requesting goods or services. Communicates with vendors to obtain product or service information, such as price, availability, and delivery schedule. Selects products for purchase by testing, observing, or examining items. Expedites orders and requests as needed.				

Job Levels

Often jobs that share a common title are in fact different with varying degrees of responsibility, experiential requirements, and different duties. In these cases, a career ladder approach is used to delineate these positions. For example, the career level for an 'Analyst' position may look like Analyst, Senior Analyst and Principal Analyst. This will allow RTA to identify career paths and skills/training needed to progress or make a career move. In addition, promotional pay adjustments should be established to make sure that employees are paid competitively to market as they progress in the organization. RTA did an initial positioning of employees into the new job levels based on current knowledge of education, experience, performance, and amount of supervision needed.



RESOLUTION NO: _____

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO ADOPT RTA COMPENSATION SCHEDULE

Introduced by Commissioner _____ seconded by Commissioner _____

WHEREAS, in response to a Request for Proposals, a professional services agreement was authorized by Resolution 22-015 and subsequently executed with Progressive HR Strategies to prepare a Classification & Compensation Study in the amount of \$166,000.00; and

WHEREAS, the RTA wishes to provide a fair and equitable compensation schedule for all employees; and

WHEREAS, the compensation of our employees is a crucial factor in attracting and retaining top talent, aligning their interests with those of RTA, and promoting their productivity and dedication; and

WHEREAS, it is important to periodically review and update our compensation practices to ensure competitiveness in the market, to reflect changes in industry standards, and to address evolving business needs; and

WHEREAS, the Board of Commissioners have been informed of the proposed compensation schedule, taking into account various factors including RTA’s financial position, market conditions, and long-term goals; and

2023 Grades and Pay Band

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940
7	\$99,810	\$115,098	\$135,930
8	\$119,772	\$141,029	\$168,941
9	\$141,398	\$173,213	\$205,029
10	\$178,062	\$222,579	\$267,096
11	\$231,481	\$289,349	\$347,221

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the implementation of the compensation schedule subject to annual appropriation of funds.

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 XXth DAY OF JUNE, 2023.

**MARK RAYMOND
CHAIRMAN
RTA BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 23-109

Board of Commissioners

RTA Labor Agreement with IBEW Local 1700-4

DESCRIPTION: Approval of IBEW 1700-4 Contract	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize RTA’s Chief Executive Officer to execute a four-year Labor Agreement with the International Brotherhood of Electrical Workers (IBEW) Union 1700-4 in accordance with the tentative agreement reached on June 15, 2023.

ISSUE/BACKGROUND:

The RTA assumed full operations of the transit system effective December 20, 2020. As a result, the RTA inherited a labor agreement from the previous management company and IBEW 1700-4. The agreement has an expiration date on June 30, 2023. The RTA and IBEW Local 1700-4 teams utilized Interest Based Bargaining, which was facilitated by the Federal Mediation and Conciliation Service. On June 15, 2023, a tentative agreement was reached by the RTA and IBEW 1700-4 negotiating teams. On June 21, 2023, the membership of IBEW 1700-4 ratified the tentative agreement reached by the RTA and IBEW 1700-4 negotiating teams on June 15, 2023.

DISCUSSION:

The new four-year Labor Agreement, between RTA and IBEW 1700-4, covers the period July 1, 2023, to June 30, 2027, and will cover approximately 167 budgeted positions (CY2023). The new agreement addresses both economic and non-economic matters, with an emphasis on annual training of all skilled positions covered by the labor agreement.

FINANCIAL IMPACT:

On an annual basis, all employee wages and benefits related to this labor agreement will be included in the RTA’s operating budget, which requires RTA Board approval.

NEXT STEPS:

Upon completion of the final labor agreement document, it will be executed by RTA and IBEW Local 1700-4 and copies distributed to all employees covered under the contract.

ATTACHMENTS:

Resolution - Authorization of RTA CEO to execute the IBEW Local 1700-4 Contract

Prepared By: Donna D. Bowman
Title: Executive Assistant

Reviewed By: Mark A. Major
Title: Deputy Chief Executive Officer

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



Lona Edwards Hankins
Chief Executive Officer

6/22/2023

Date



RESOLUTION NO. _____
STATE OF LOUISIANA
PARISH OF ORLEANS

**RESOLUTION TO AUTHORIZE THE REGIONAL TRANSIT AUTHORITY’S
CHIEF EXECUTIVE OFFICER TO EXECUTE A FOUR-YEAR LABOR AGREEMENT
WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
UNION LOCAL 1700-4**

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (THE “RTA”) was created by the Regional Transit Act of 1979 as a political subdivision of the State of Louisiana; and

WHEREAS, the RTA pursuant to the Transfer Agreement executed June 28, 1983, by and among the City of New Orleans, New Orleans Public Service, Inc. (NOPSI), and the Regional Transit Authority, the RTA purchased all transit-related movable and immovable assets from NOPSI; and

WHEREAS, the RTA is enabling legislation mandated whom the RTA could employ and provided for the RTA contract with a transit management firm to provide the operators, mechanics, and support personnel to operate the transit system on a daily basis; and

WHEREAS, the RTA commenced operations of the transit system on July 1, 1983; and

WHEREAS, from July 1, 1983, to December 19, 2020, the RTA contracted with various transit management companies to provide operators, mechanics, and support personnel to operate the transit system on a daily basis; and

WHEREAS, the various transit management companies had labor agreements with IBEW Local 1700-4; and

WHEREAS, the last such labor agreement with IBEW 1700-4, which the RTA assumed at 3:00 a.m. December 20, 2020, is scheduled to expire on June 30, 2023; and

WHEREAS, the RTA’s enabling legislation was amended to allow the RTA to directly employ all employees necessary to operate the transit system; and

WHEREAS, RTA and IBEW Local 1700-4 agreed to utilize Interest Based Bargaining process facilitated by the Federal Mediation and Conciliation Service; and

WHEREAS, on June 15, 2023, RTA and IBEW 1700-4 reached a tentative agreement on a new four-year contract (July 1, 2023, to June 30, 2027) covering both economic and non-economic matters; and

WHEREAS, IBEW International has approved the tentative agreement reached by RTA and IBEW Local 1700-4 on June 15, 2023; and

WHEREAS, on June 21, 2023, the membership of IBEW 1700-4 ratified the tentative agreement reached by RTA and IBEW 1700-4 on June 15, 2023, covering approximately 167 budgeted positions (CY2023); and

WHEREAS, IBEW 1700-4 is represented by its duly elected President and Business agent Darius Hollins.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that RTA’s Chief Executive Officer, is authorized to execute the four-year (July 1, 2023 – June 30, 2027) contract by and between the RTA and IBEW 1700-4 inclusive of the provisions of the June 15, 2023, tentative agreement.

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

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

AND THE RESOLUTION WAS ADOPTED ON THE 27th DAY OF JUNE 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-112


Board of Commissioners

[06.27.23 PowerPoint Presentation]



June 27, 2023

**New Orleans
Regional Transit Authority
Monthly Board Report**



The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, June 27, 2023, at 10:00 a.m. Please be aware that wearing masks in the boardroom is encouraged.

Written comments on any matter included on the agenda will be accepted in the following ways: 1) Submission of a Speaker Card on meeting day; 2) Electronically by email sent to: rtaboard@rtaforward.org prior to the meeting; or 3) By U.S. Mail send to 2817 Canal Street, Attention: Office of Board Affairs, New Orleans, LA 70119. Live stream access: norta.legistar.com



Agenda

1. Call to Order

2. Roll Call

4. Reports

A. RTA Chairman's Report

(i) Introduction and swearing of Timolynn Sams as RTA Commissioner

(ii) Committee Assignments:

- **Operations & Administration Committee**
- **Finance Committee**

3. Consideration of Meeting Minutes

[Board of Commissioners Meeting – May 23, 2023]

23-110



Agenda

4. Reports

B. Operations & Administration Committee Chairman's Report



Agenda

4. Reports

C. Finance Committee Chairman's Report

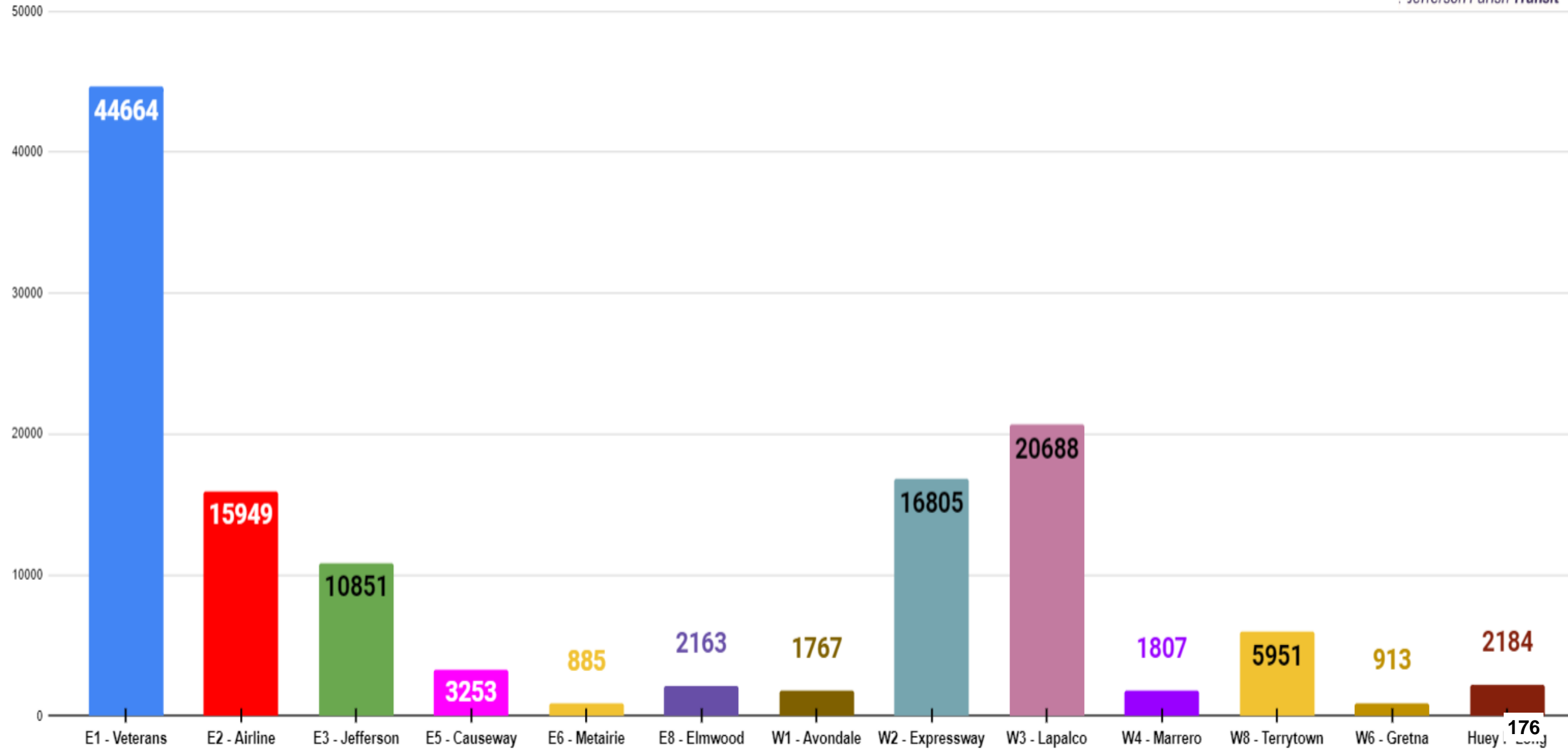


Agenda

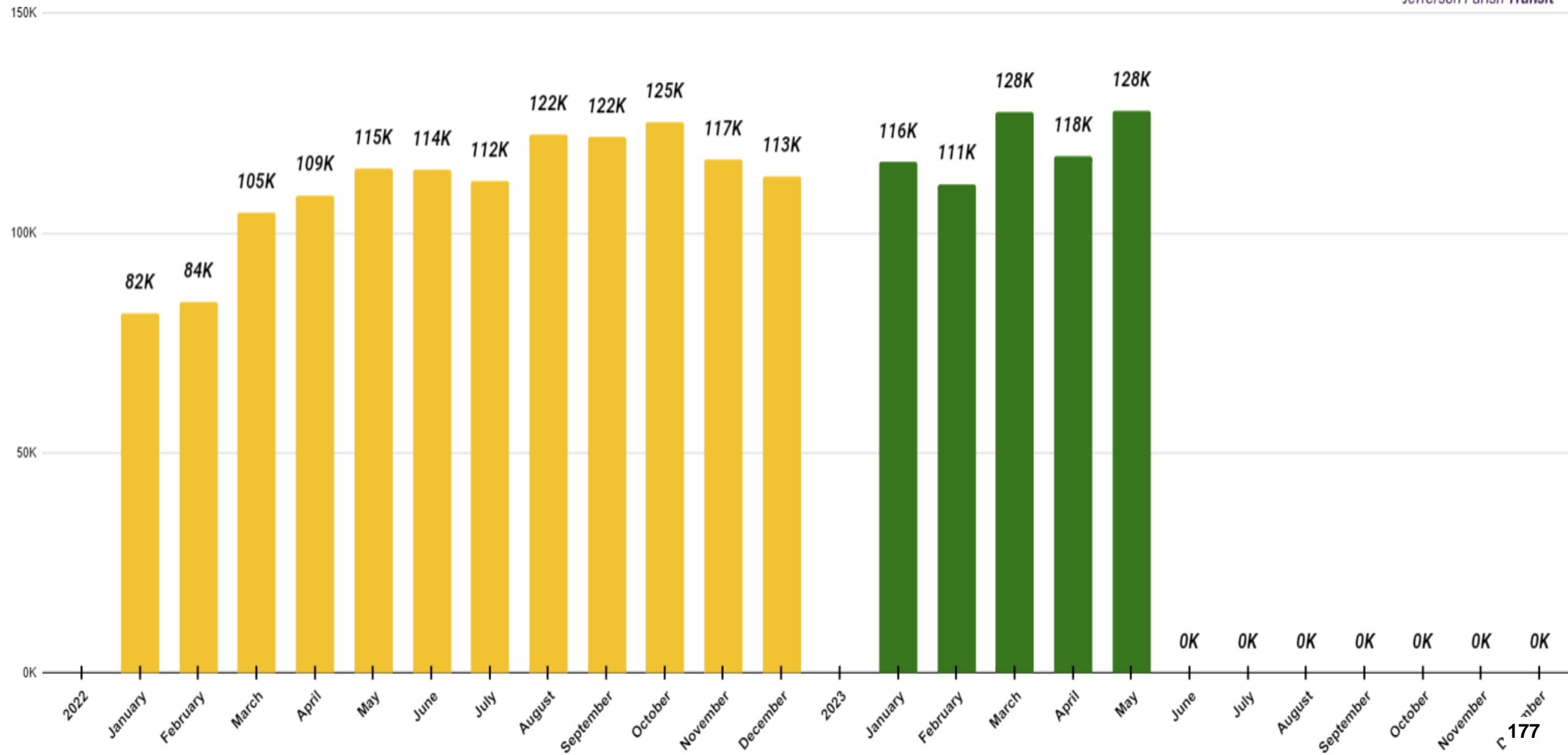
4. Reports

D. Jefferson Parish Report

May -- Ridership by Route

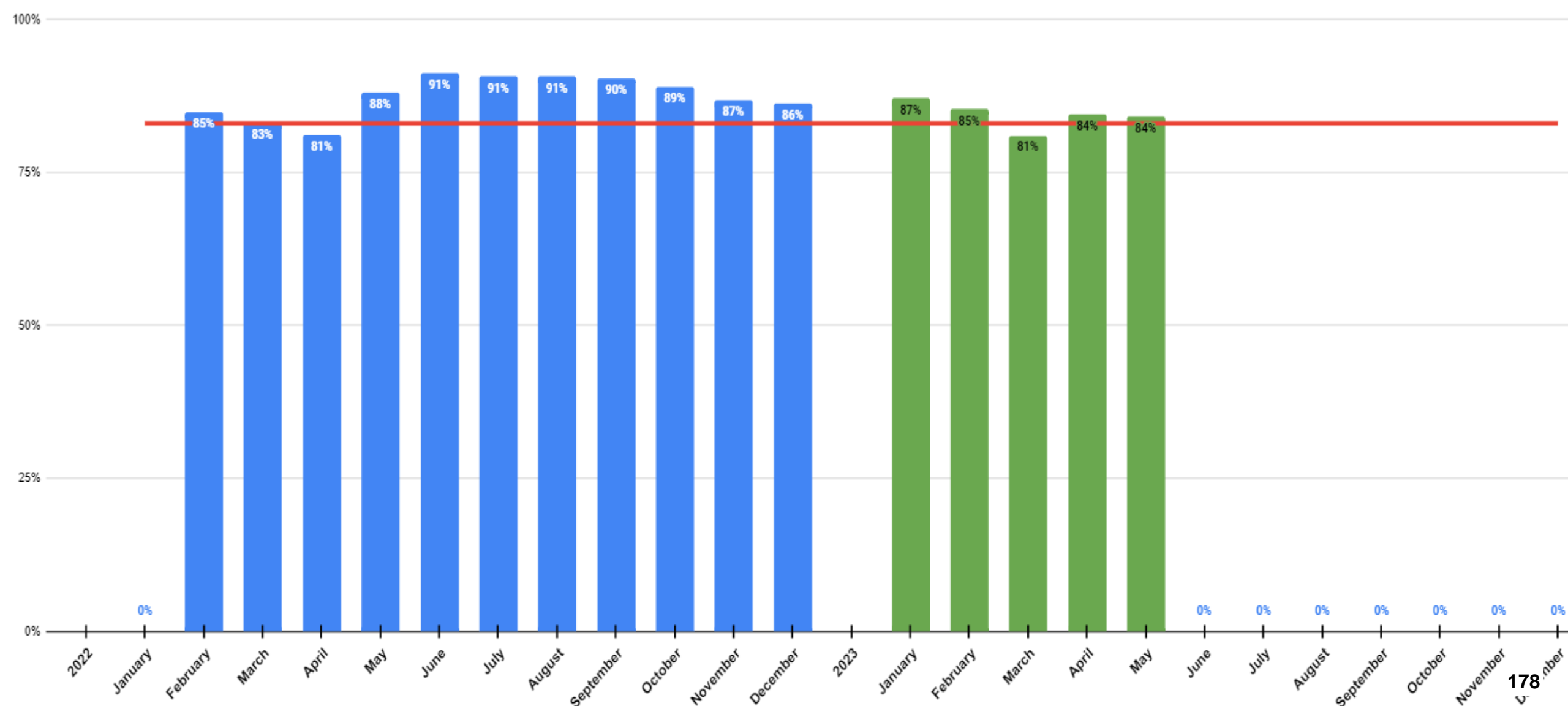


May 2023 -- Total Ridership by Month per Year



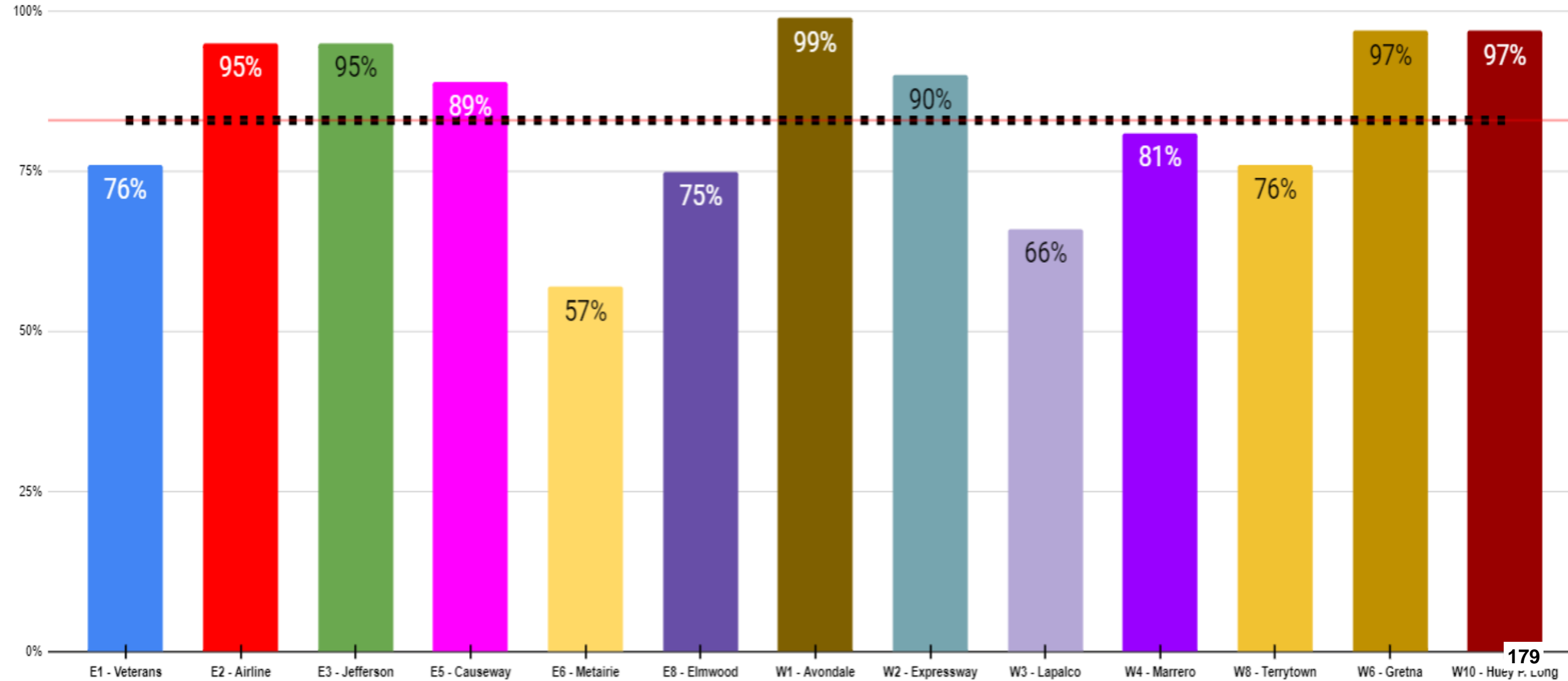
May 2023 -- Total On-Time Performance by Month per Year

- Goal 83% ■ Total On-Time Performance



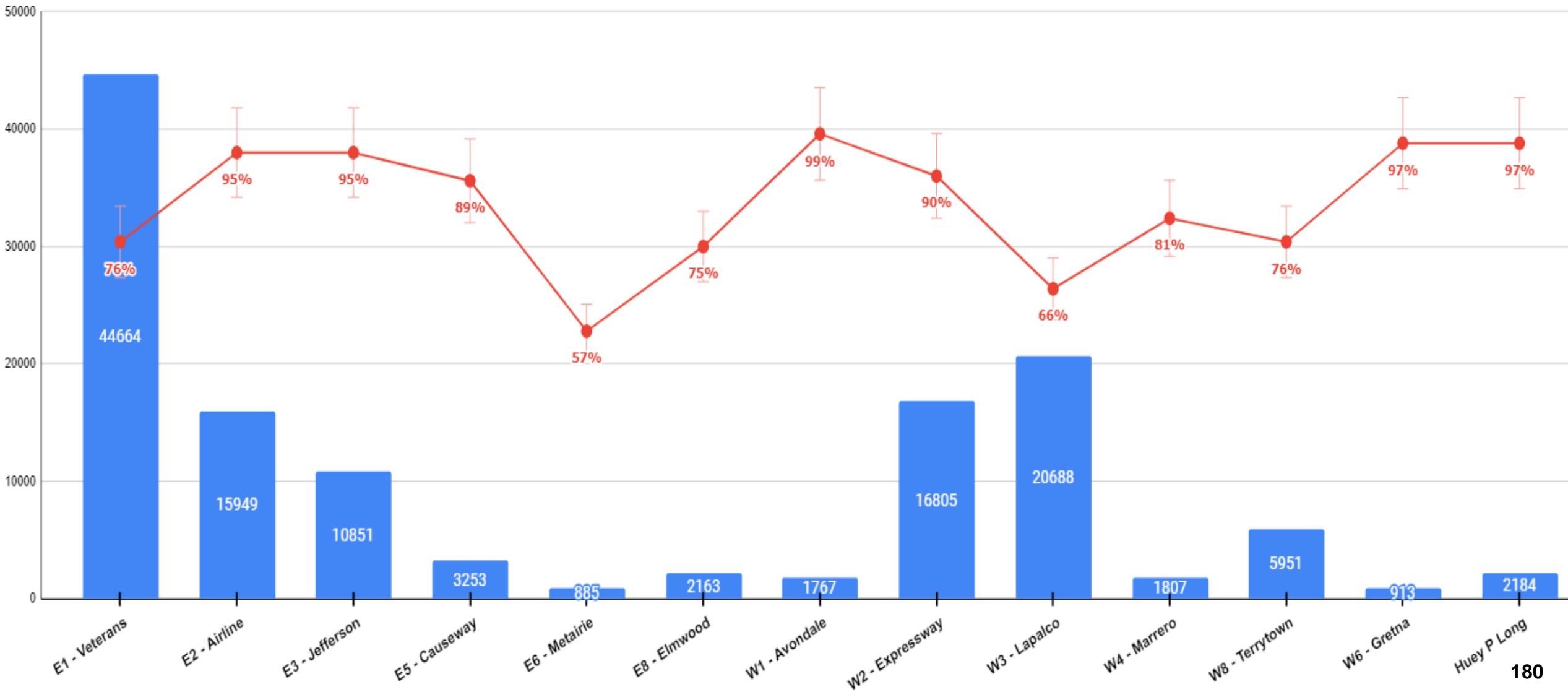
May 2023 On-Time Performance

■ Goal 83%

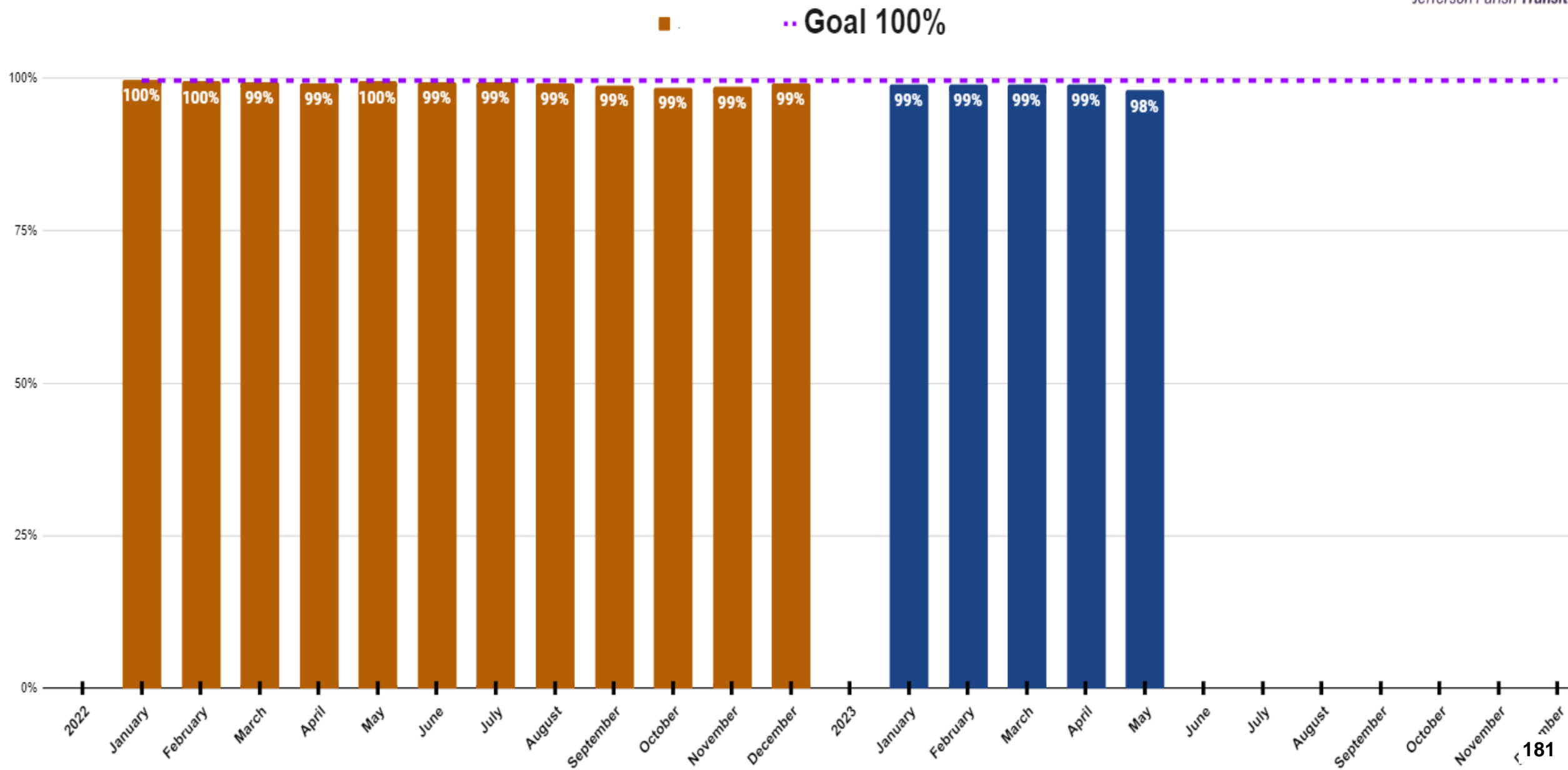


May 2023 -- RIDERSHIP PRODUCTIVITY

■ Ridership ● OTP



Para-Transit On-Time Performance by Month per Year



Service Hours 2022

May 2023 -- Service Hours by Month per Year



Jefferson Parish Transit

January 9618:54

February 10012:36

March 11329:24

April 10733:00

May 11348:54

June 11182:36

July 10899:18

August 11621:42

September 10957:48

October 11124:06

November 11230:48

December 11272:00

Service Hours 2023

January 11266:42

February 10389:18

March 12002:30

April 10851:18

May 12002:30

June

July

August

September

October

November

December

10224:00

10968:00

11688:00

May 2023 -- Service Hours Percentage by Route

W10 - Huey P...

3.2%

W6 - Gretna

2.5%

W8 - Terrytown

4.5%

W4 - Marrero

6.6%

W3 - Lapalco

12.4%

W2 - Expressway

9.8%

W1 - Avondale

3.0%

E8 - Elmwood

3.5%

E6 - Metairie

3.6%

E1 - Veterans

19.4%

E2 - Airline

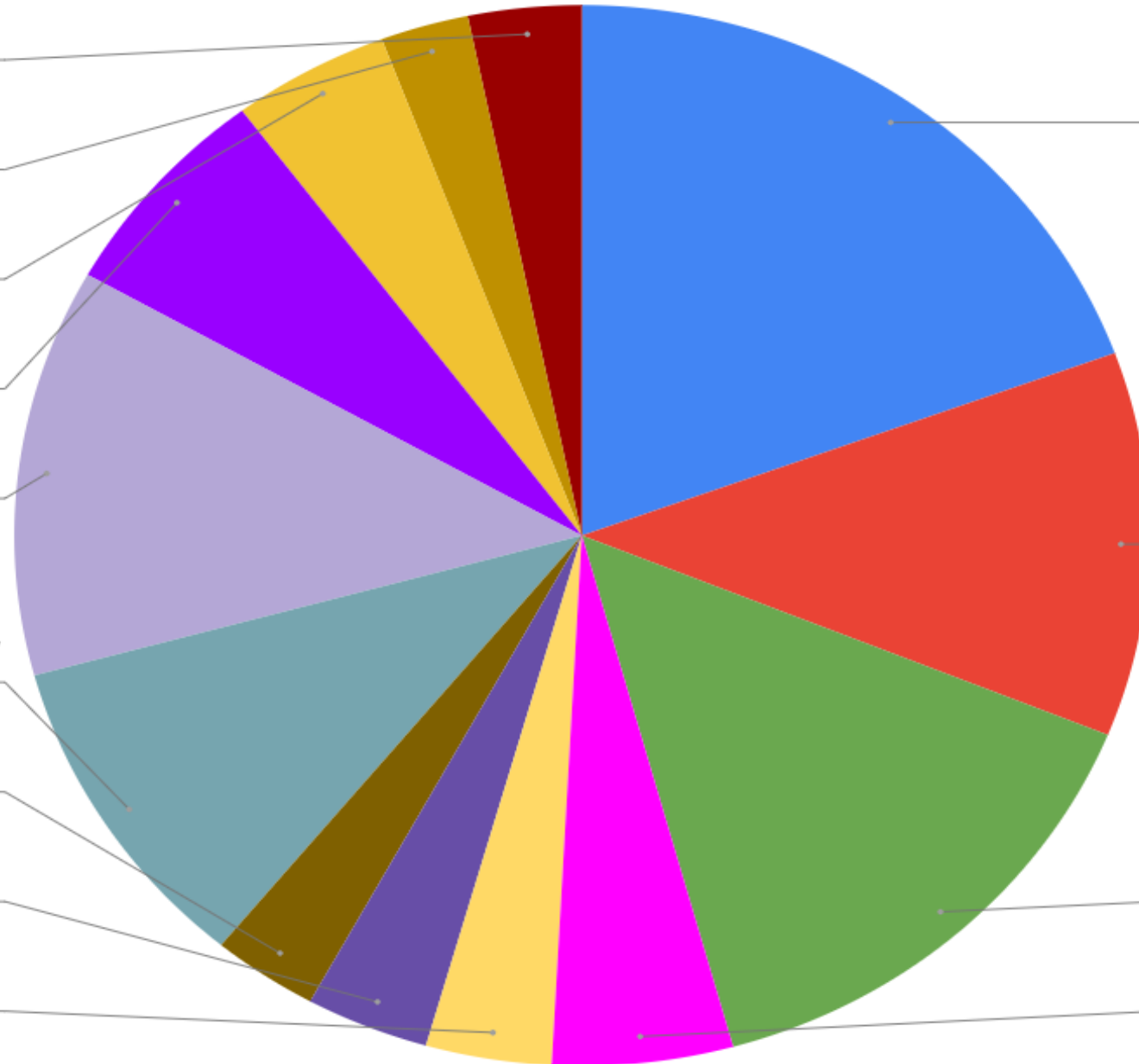
11.7%

E3 - Jefferson

14.6%

E5 - Causeway

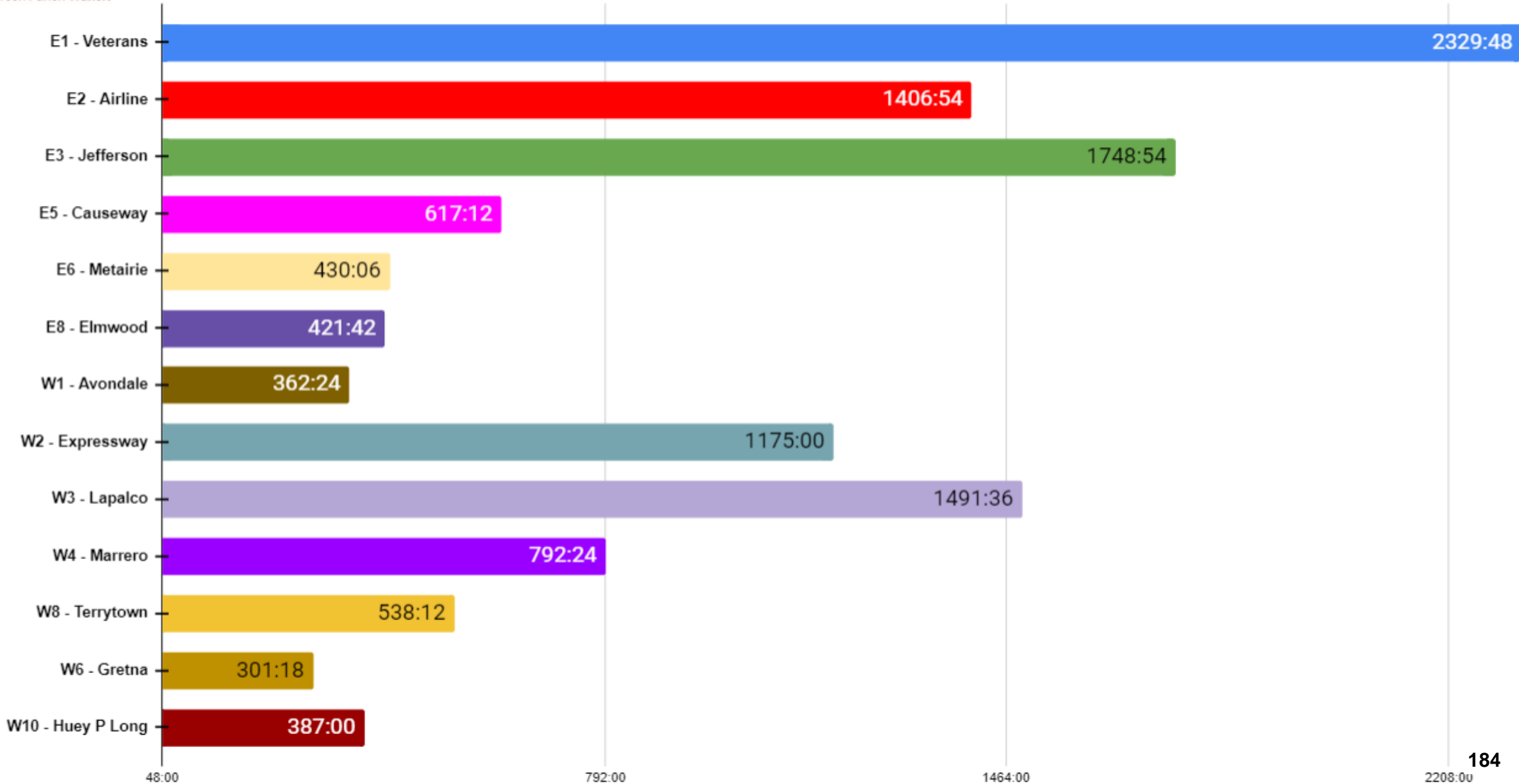
5.1%



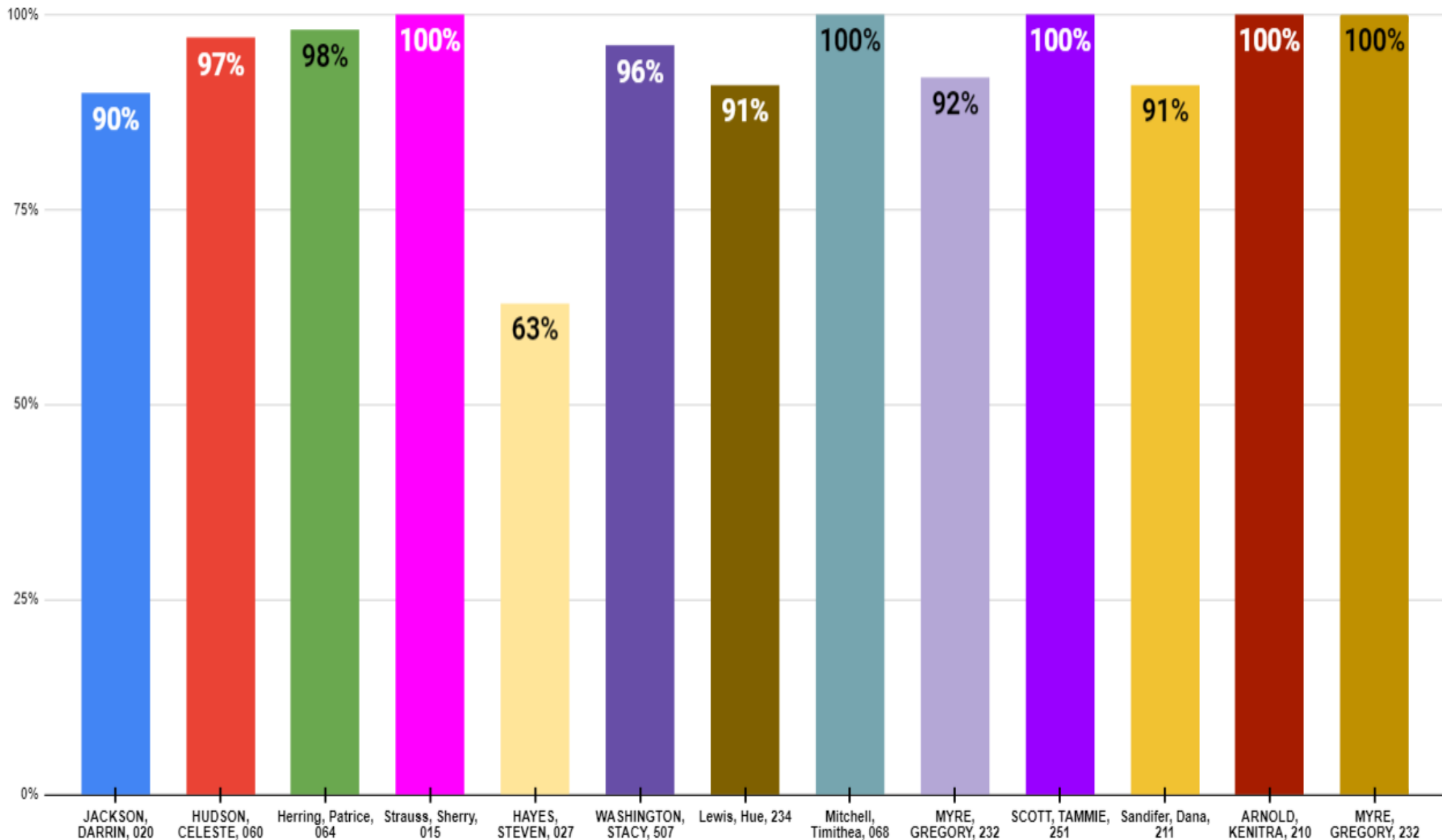


Jefferson Parish Transit

May 2023 --- Service Hours by Route



May 2023 -- Top On-Time Performance by Route per Operator



- W6G - Gretna
- W10 - Huey P. Long
- W8 - Terrytown
- W4 - Marrero
- W3 - Lapalco
- W2 - Expressway
- W1 - Avondale
- E8 - Elmwood
- E6 - Metairie
- E5 - Causeway
- E3 - Jefferson
- E2 - Airline
- E1 - Veterans



Questions?





Agenda

4. Reports

E. RTA General Counsel's Report



Agenda

4. Reports

F. RTA Chief Executive Officer's Report

State Budget Appropriation

- **\$10M Ferry Operating Funds**
- **\$500K Capital Outlay**
- **\$3M Outstanding**



\$71.1M FTA Lo-No Grant Award

- **20 Electric Buses**
- **2 En route chargers**
- **6 Depot chargers**
- **1 Microgrid (\$30M)**
- **\$3.5M Training**



RTA Safety Award

- APTA 2023 Rail Emergency Management Certificate of Merit
- RTA was recognized for our commitment to improving the safety and security of transit employees, customers, and communities through application of effective safety and/or security initiatives.



LADTOD Strategic Planning Workshop



Baton Rouge, LA June 22, 2023

Employee of the Month and Highlights



Joseph Gaines
Operator
May



Trey Krieger
Maintenance
May

60 DAY 90 DAY 6 MONTH PLAN



Lona Edwards Hankins
CEO, New Orleans RTA

MY Vision

“ “ Our plateau will be a solid platform for the next generation of riders.

60
Days



Bus Rapid Transit (BRT), Locally Preferred Alternative (LPA) adopted by City Council



CIG application letter of intent submitted



Federal appropriations request submitted

90
Days



- SOP for Communications Disruption
- Plan for agency technology roadmap
- Finalize classification and compensation study
- RFP's for Downtown Transit Center, Algiers Point, and Lo-No Emissions Pilot
- SOP for Oracle Implementation
- MOU for NOUPT occupancy
- Agency re-organization
- Senior Leadership Team restructure
- Strategic Mobility Plan Adoption

Six Month

- 5-Year Capital Plan
- Explore APTA peers reviews for Paratransit and fixed route practices, dispatch and yard management
- Roadmap for fare technology, safety culture, and operator attendance.
- Increase vehicle availability
- Employee amenities

2023



World Class Ridership Experience

- Improve On-Time-Performance (OTP) to 80% (fixed route), 80% (Streetcar), 85% (Paratransit) by Q4
- Deliver 100 percent scheduled service by Q4
- Develop an equity-driven, rider-focused Standard Operating Procedure (SOP) to improve rider communications for service changes, special events and detours by Q1
- Improved rider amenities and confidence as measured by rider surveys by Q4
- Improve rider safety as measured by an annual 10% decrease of preventable safety events compared to 2022.

Innovation

- Identify creative funding streams to meet current and future transit needs by Q4
- Complete a study and place order for Low/No emission vehicles fixed-route fleet and non-revenue vehicles by Q3
- Complete study and develop implementation strategy for Micro Transit by Q4
- Launch business intelligence dashboard for operational metrics by Q3
- Integrate the Disruption Manager tool into operator and rider communications by Q3
- Oracle installation complete by Q3
- Develop and execute a plan to complete Fare Technology Implementation by no later than Q1, 2024.

Regional Connections

- Apply to the federal Capital Improvement Grant program for Bus Rapid Transit by Q3
- Integrate JP transit mobile ticketing into Le Pass By Q2, and Regional Fare Structure by Q4
- Secure funding to plan the second BRT corridor to the MSY Airport by Q4
- Interact with 100% of the New Orleans delegation to state and federal legislatures as well as local elected officials within Orleans, Jefferson and St. Bernard Parishes in 2023
- Finalize plan and advance engineering to prepare for UPT occupancy by Q2

Workforce Development

- Document work processes across all agency departments by Q4
- Negotiate new contract IBEW 1700-4 Q2
- Actively participate on ongoing regional workforce development efforts, including programs that train/employ unattached/diverted youth and formerly incarcerated adults, as measured by participation in 10 job fairs in 2023
- Develop a wellness program for operation and administrative staff that focuses finance, health, nutrition, mental health, as measure by six seminars by Q4

Equity

- Complete system-wide ADA accessibility study by Q3
- DBE/SBE utilization exceeds 32% of contracts in 2023
- Complete equity training to all RTA administrative staff by Q4
- Institutionalize Race and Social Justice Toolkit utilization across all departments by Q1
- Expand public arts program with one partnership with artists that reflects the values, history and culture of riders by Q4

A purple and white bus is parked on a street. The bus has 'RETA' and a colorful logo on the side, and the French phrase 'Laissez Les Bon Temps Rouler' written in cursive. The number '298' is visible on the side. The background shows trees and a fence.

QUESTIONS

“ Moving people. Building economies”



Agenda

4. Reports

G. Chief of Staff Legislative Update

Legislative Update

- **State Budget Appropriation**
 - \$10M Ferry Operating Funds
 - \$500K Capital Outlay
- **FY 2024 Transportation, Housing and Urban Development, and Related Agencies (THUD) appropriations. Expected to advance in July.**
- **Outstanding ferry operations gap**

Questions?





Agenda

4. Reports

H. Operations Update

Operations Monthly Report

JUNE 2023



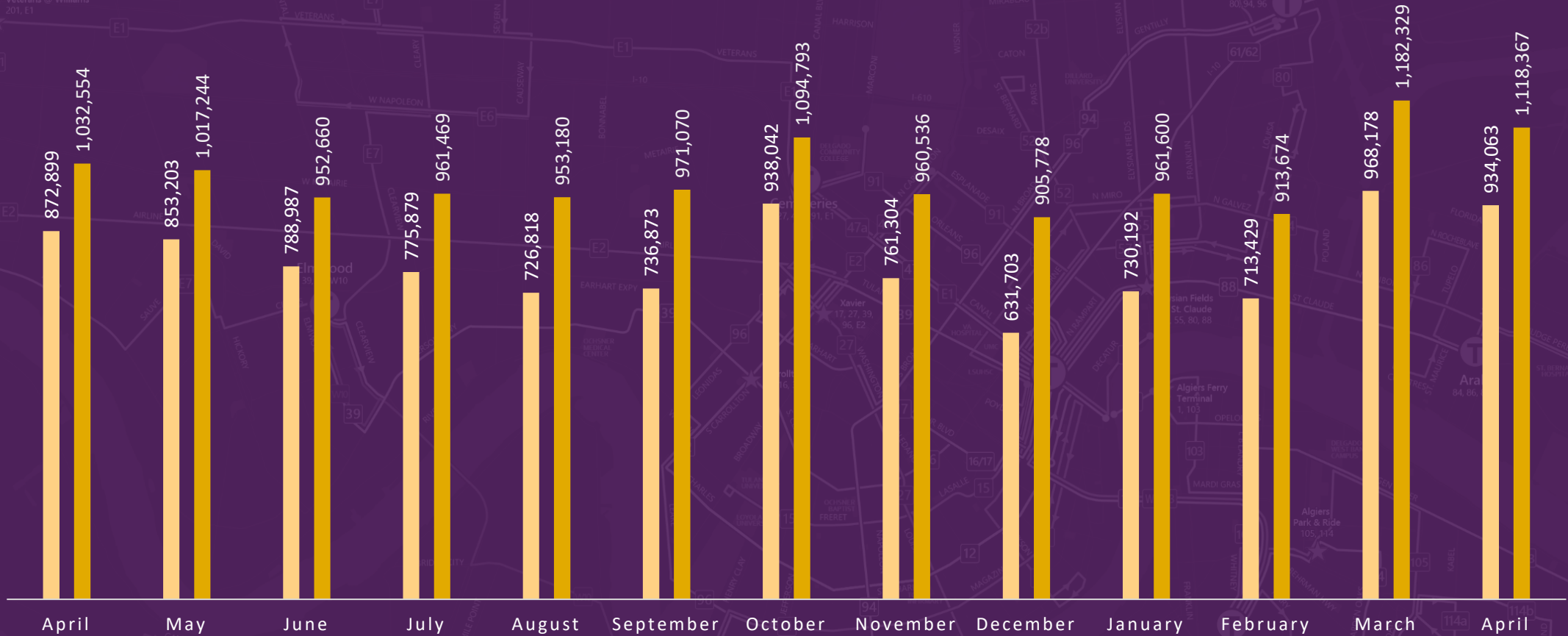


Bus Ridership | APRIL 2023

APC Ridership
1.12M

Monthly APC Average
915.9K

Farebox APC



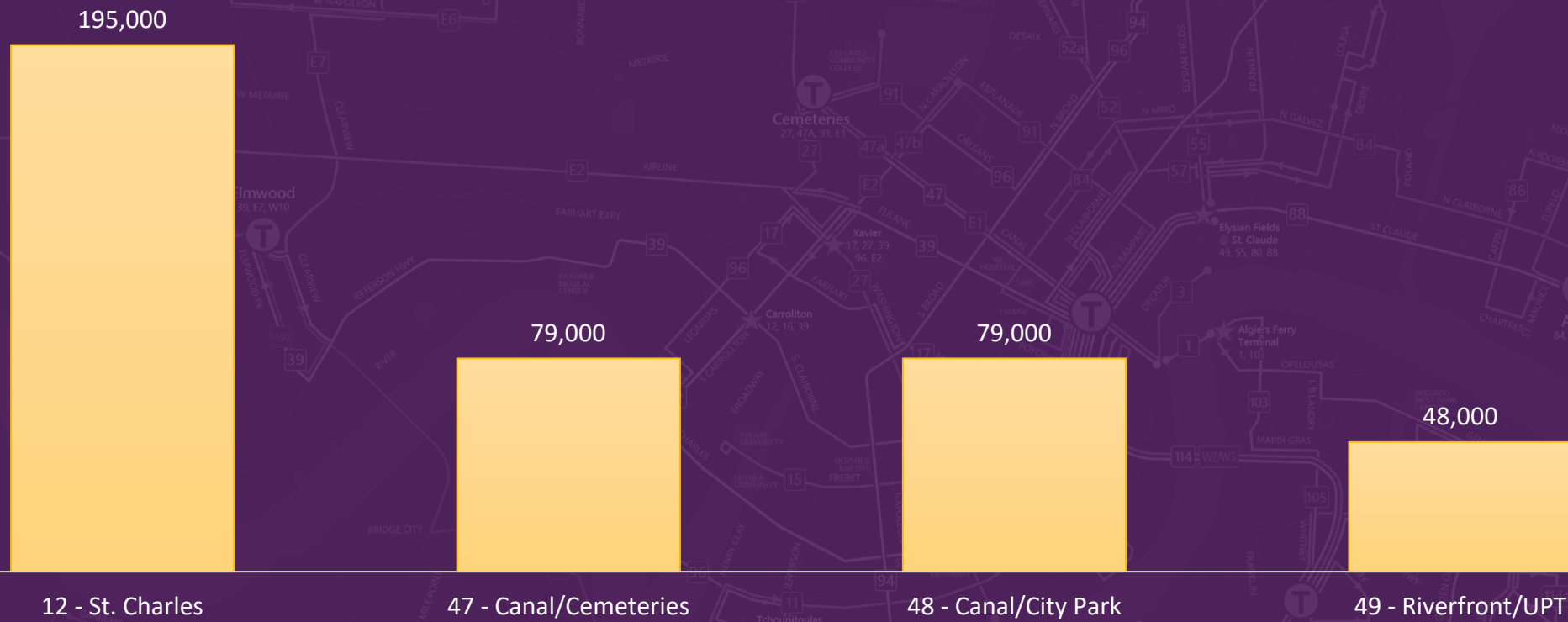
2022

2023



Streetcar Ridership | APRIL 2023

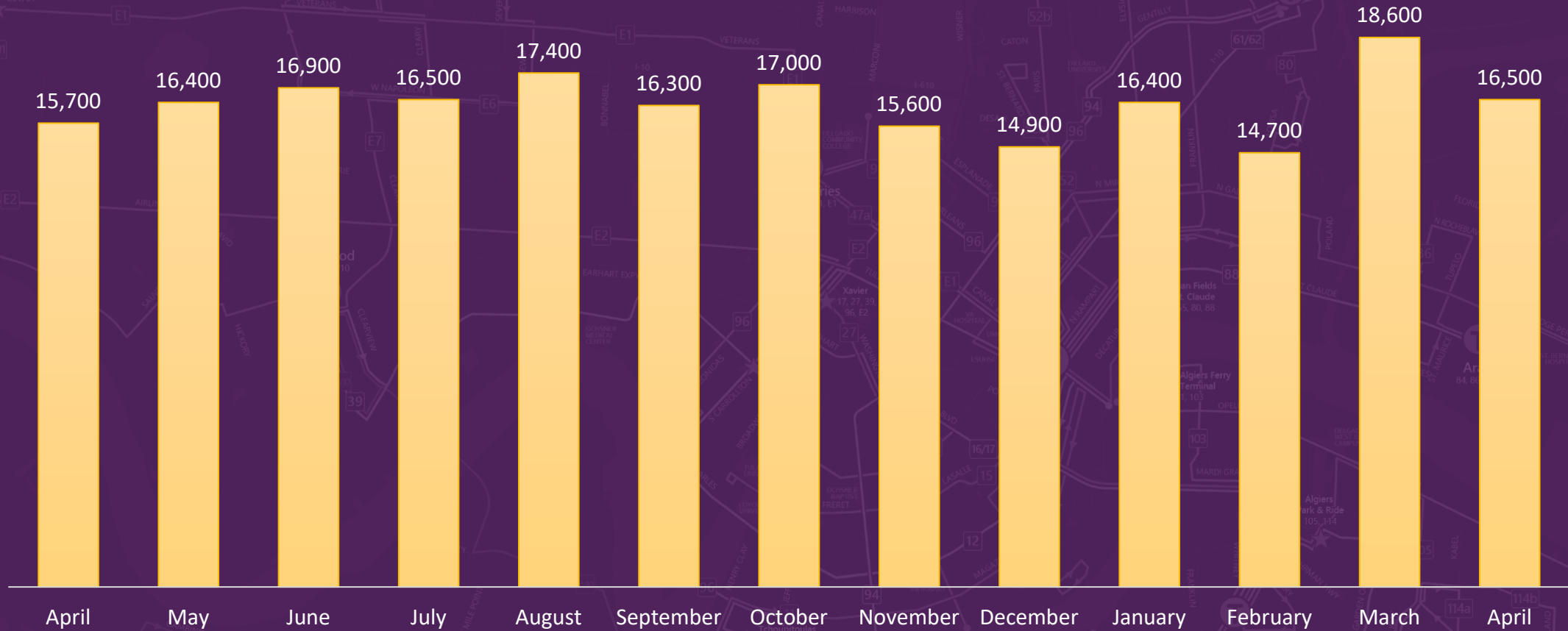
Monthly Total
401K





Paratransit Ridership | APRIL 2023

Monthly Total
16.5K

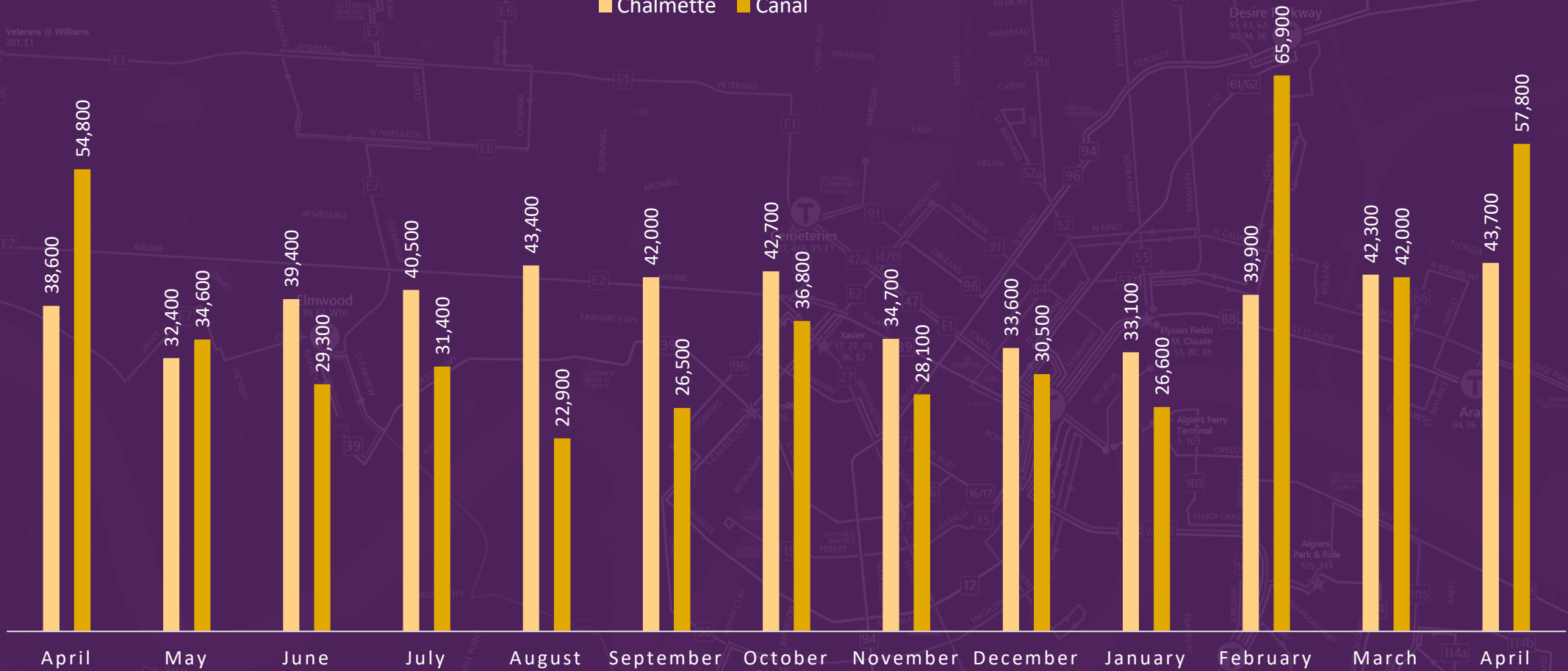




Ferry Ridership | APRIL 2023

Monthly Total
101.5K

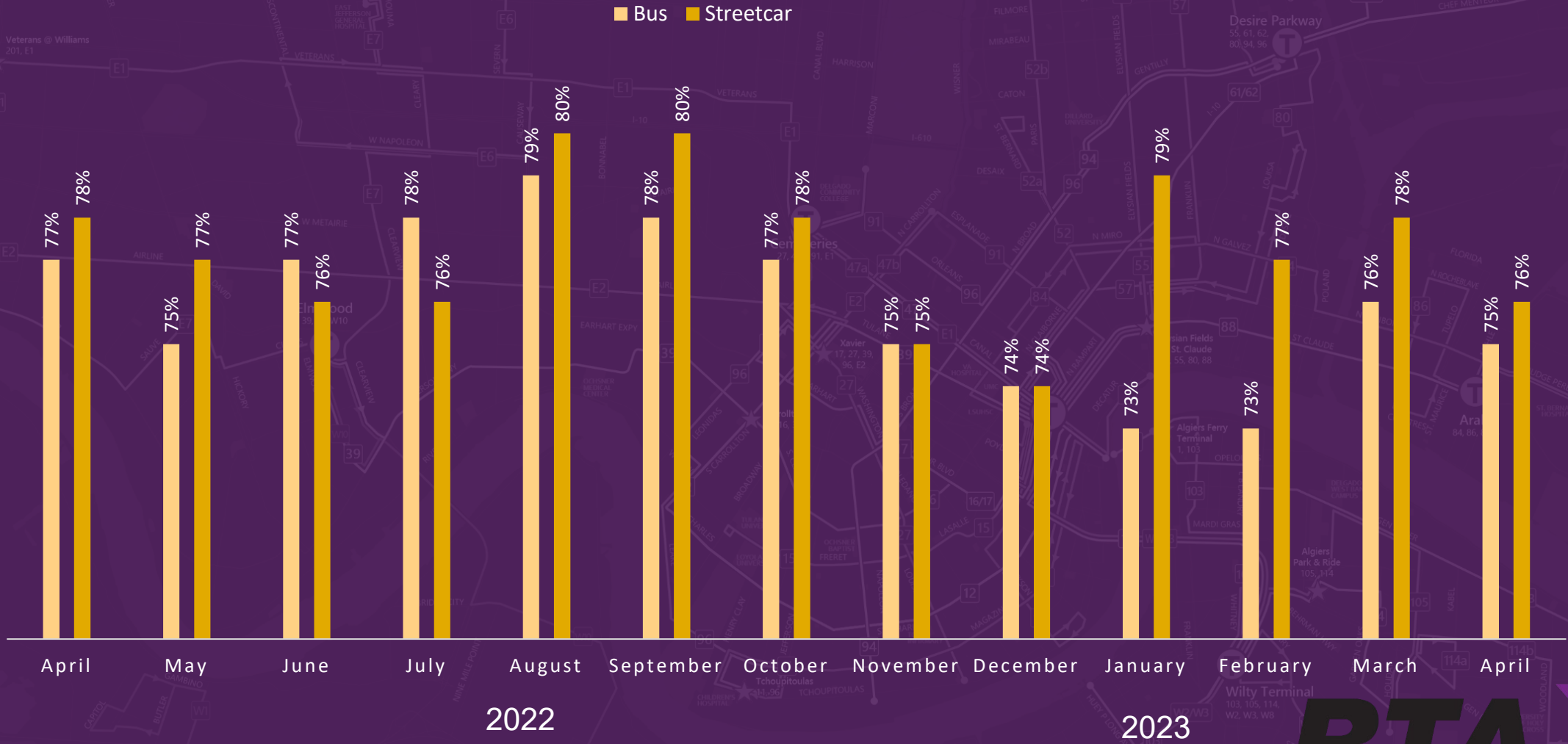
Chalmette Canal



2022

2023

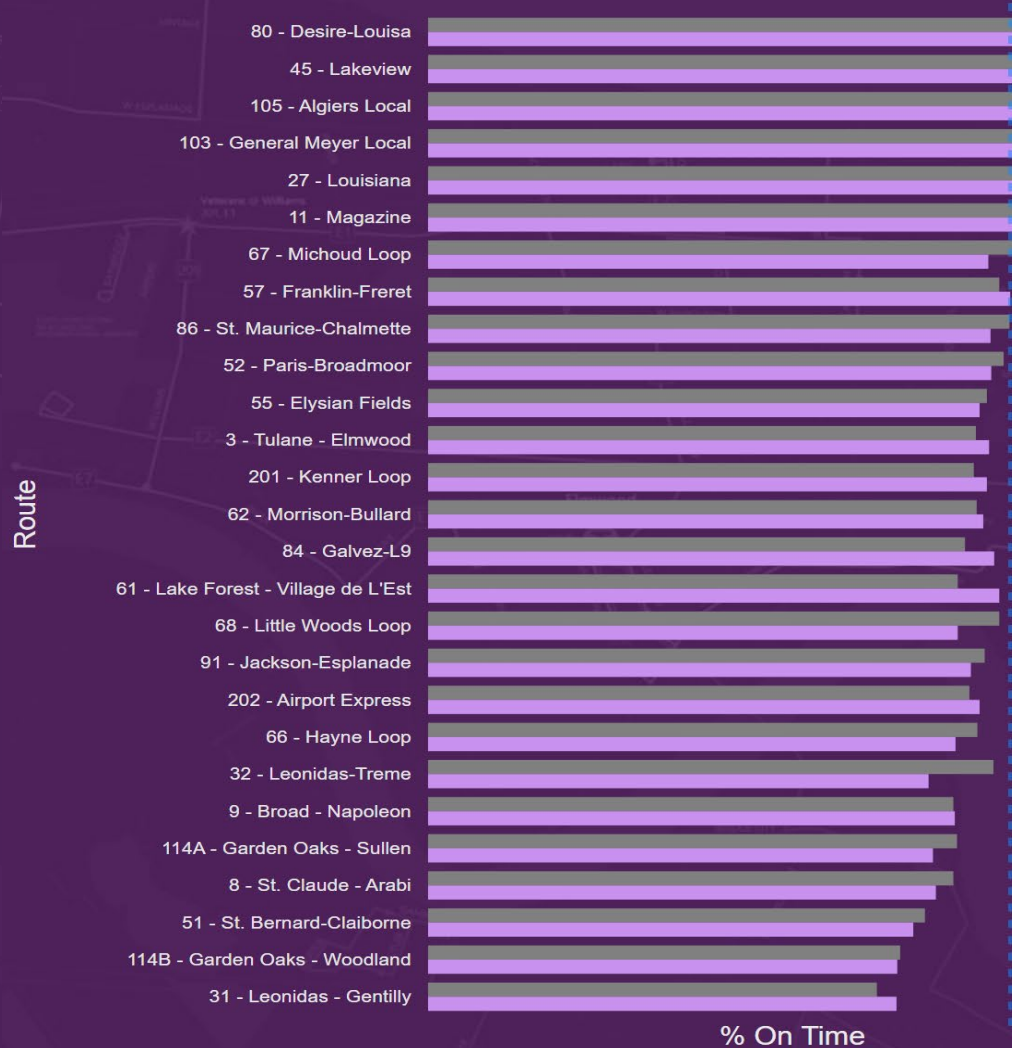
On-Time Performance | BUS & STREETCAR



On-Time Performance | ROUTE BREAKOUT

% On Time by Route - Bus

Date ● March 2023 ● April 2023



% On Time by Route - Streetcar



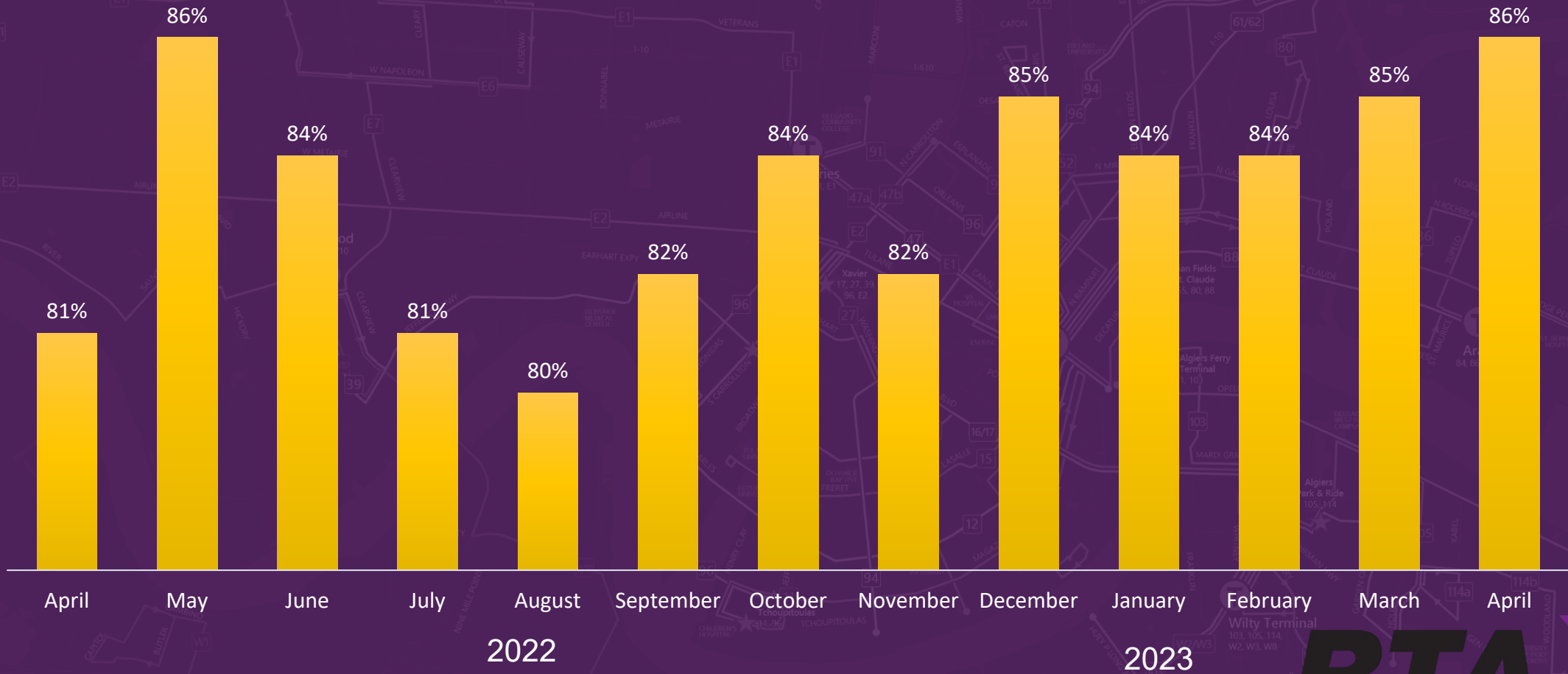
% On Time by Route - Owl Routes

Date ● March 2023 ● April 2023



On-Time Performance | PARATRANSIT

Monthly Total
86%

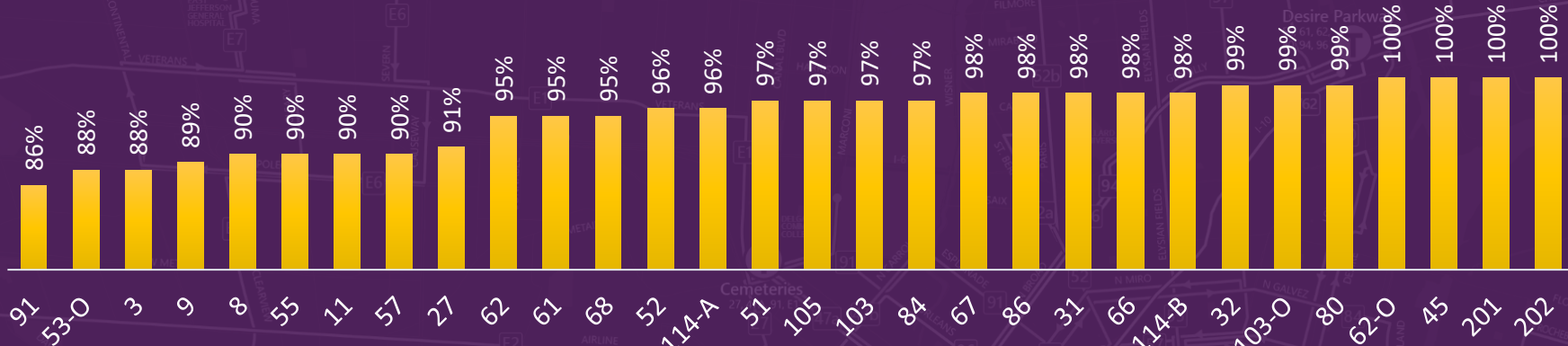


Service Delivery | BUS & STREETCAR



Bus Total
94%

Streetcar Total
97%



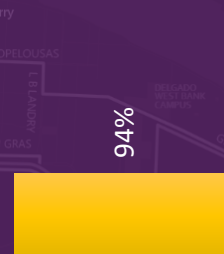
12 - St. Charles



47 - Canal/Cemeteries



48 - Canal/City Park

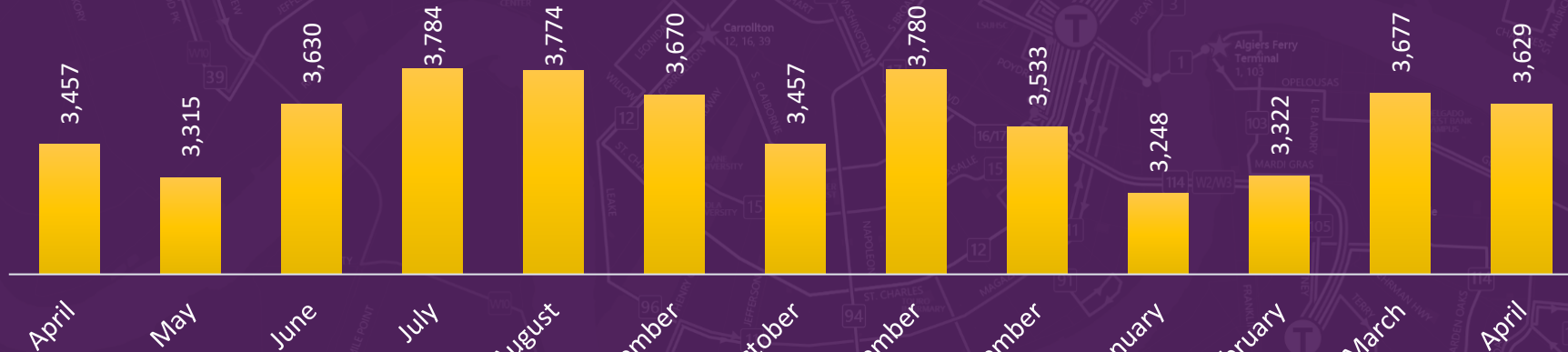
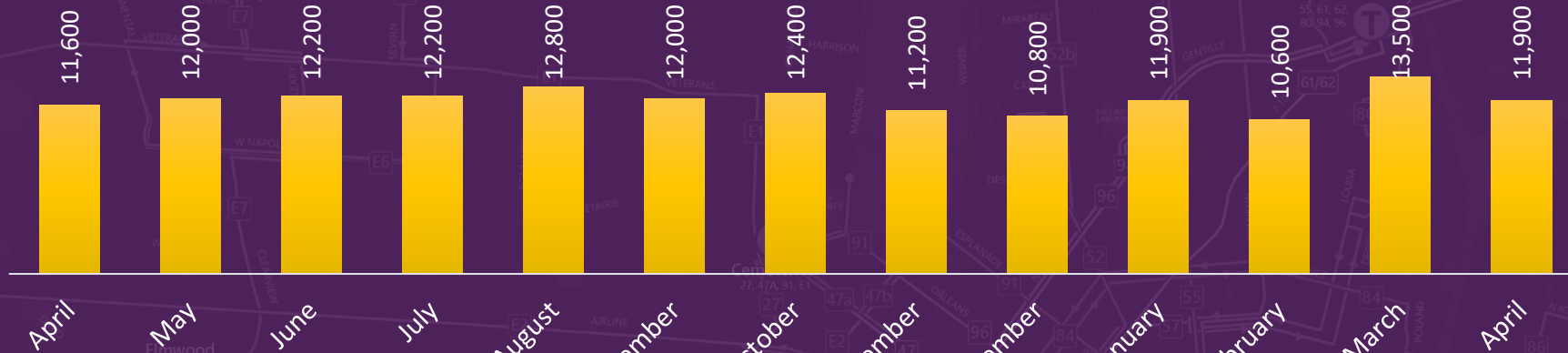


49 - Riverfront/UPT

Service Delivery | PARATRANSIT & FERRY

Paratransit Trips Completed
11.9K

Ferry Trips Completed
3.6K

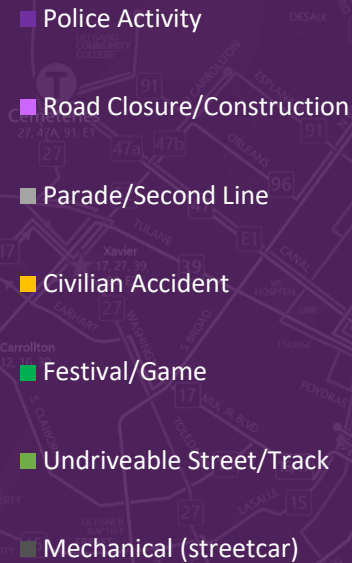


Service Disruptions | SHORT & LONG-TERM DETOURS

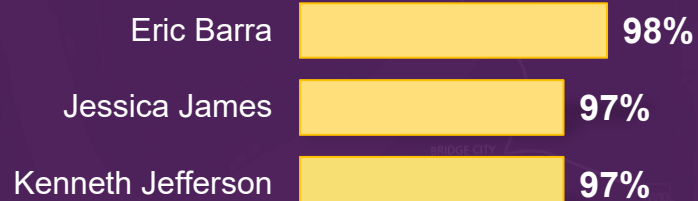
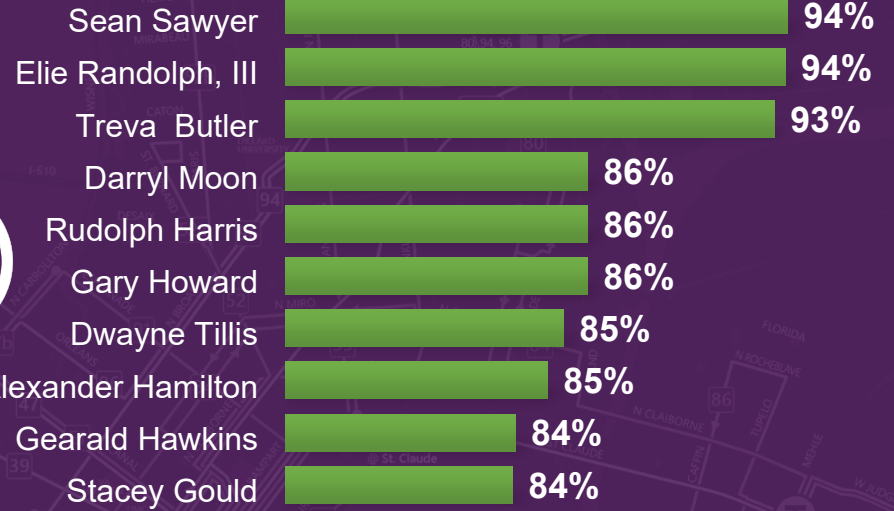
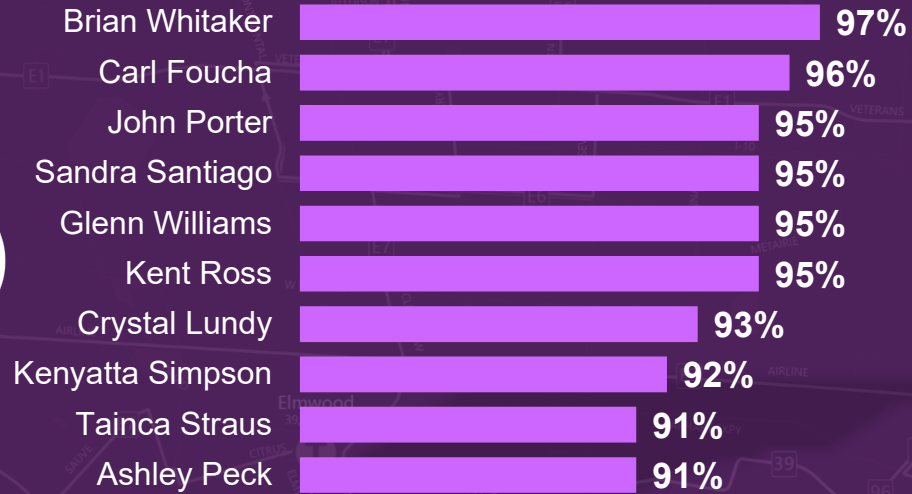
Routes Effected by Long Term
23%

Routes Effected by Short Term
75%

Routes Effected by Long-Term	Cause
9 – Broad/Napoleon	Road Construction
11 – Magazine	Route Adjustment
31 – Leonidas/Gentilly	Road Construction
32 – Leonidas/Tremé	Road Construction
47, 48, 49 – Canal	Slow Zone
51 – St. Bernard/Claiborne	Road Construction
52 – Paris/Broadmoor	Road Construction
53 – Paris/Claiborne	Road Construction
55 – Elysian Fields	Road Construction
61 – Lake Forest	Road Construction
84 – Glavez	Road Construction
86 – St. Maurice	Road Condition



Top OT Performers | BUS, STREETCAR & PARATRANSIT



Questions?

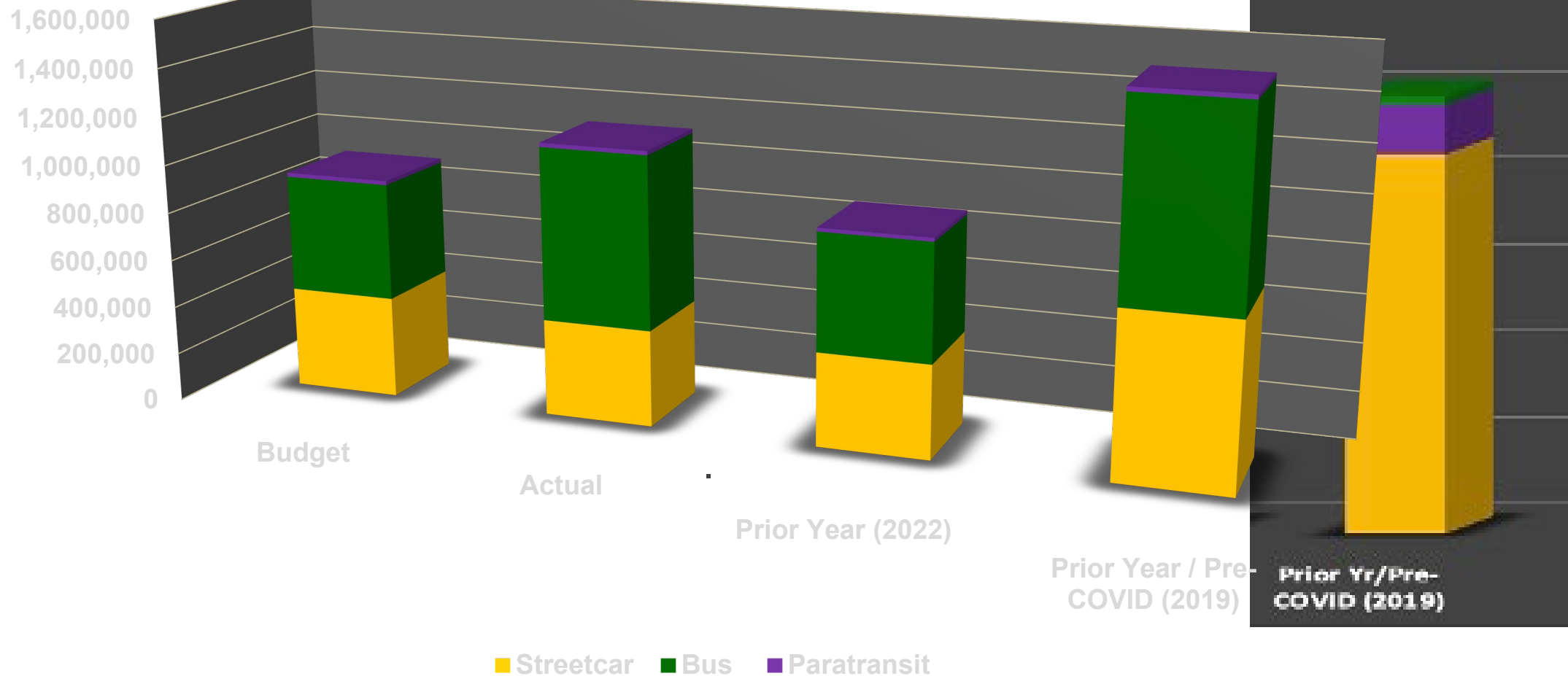




Agenda

4. Reports

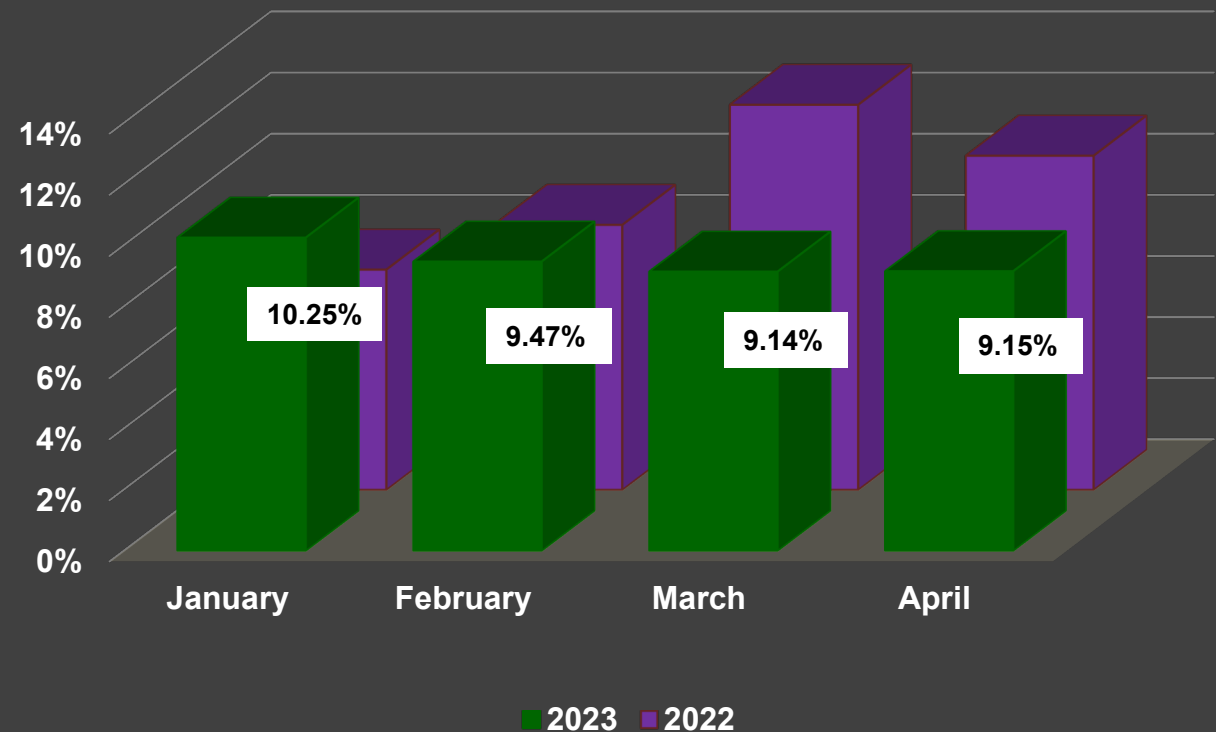
I. RTA Chief Financial Officer's Report



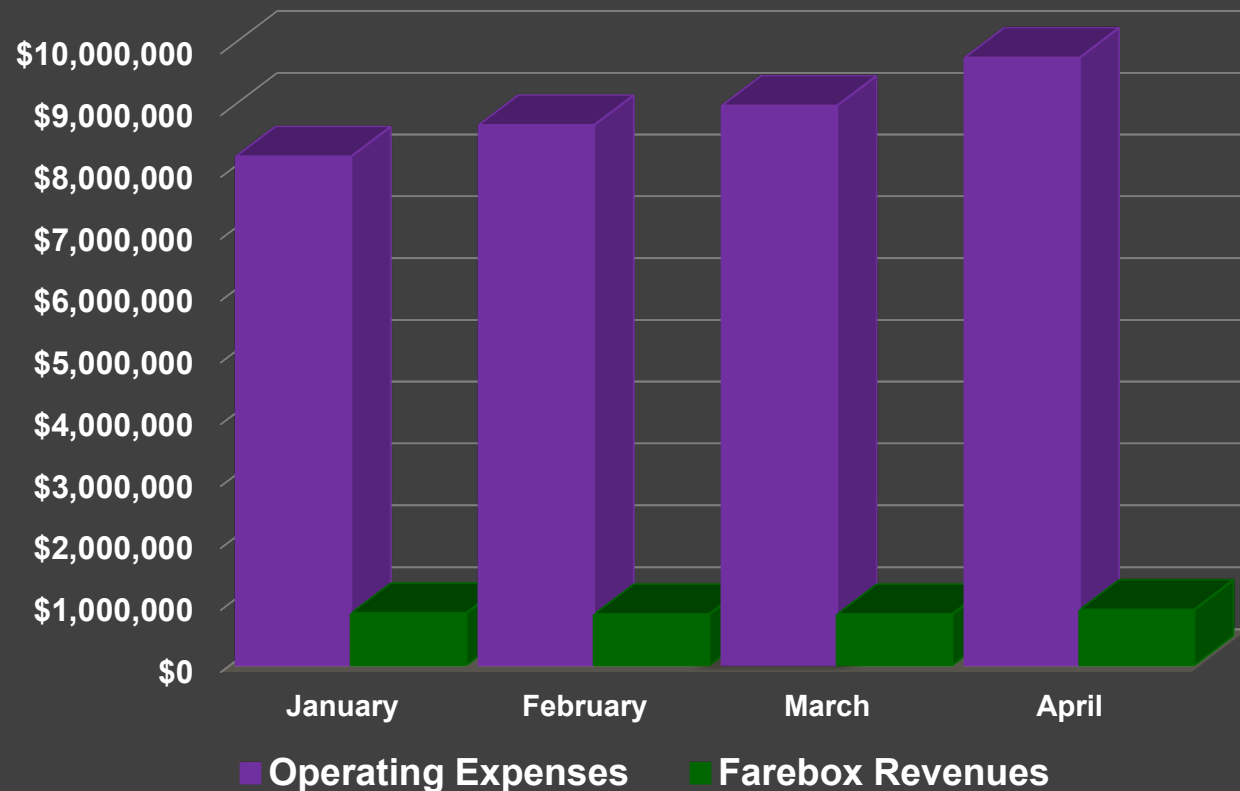
Ridership

Ridership in April increased by 15% when compared to March 2023 actuals. In April, total system ridership (bus, streetcar and paratransit) was 1.1M, compared to 988K for the previous month of March.

FAREBOX RECOVERY RATES 2023 vs 2022



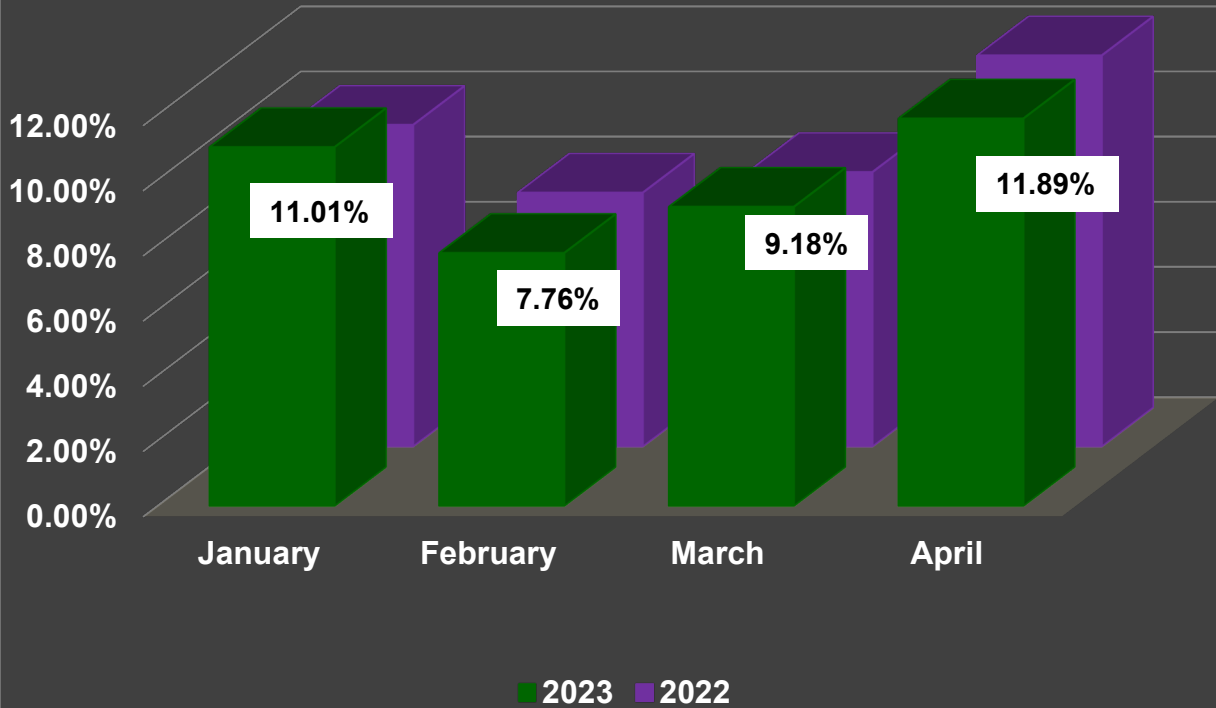
TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



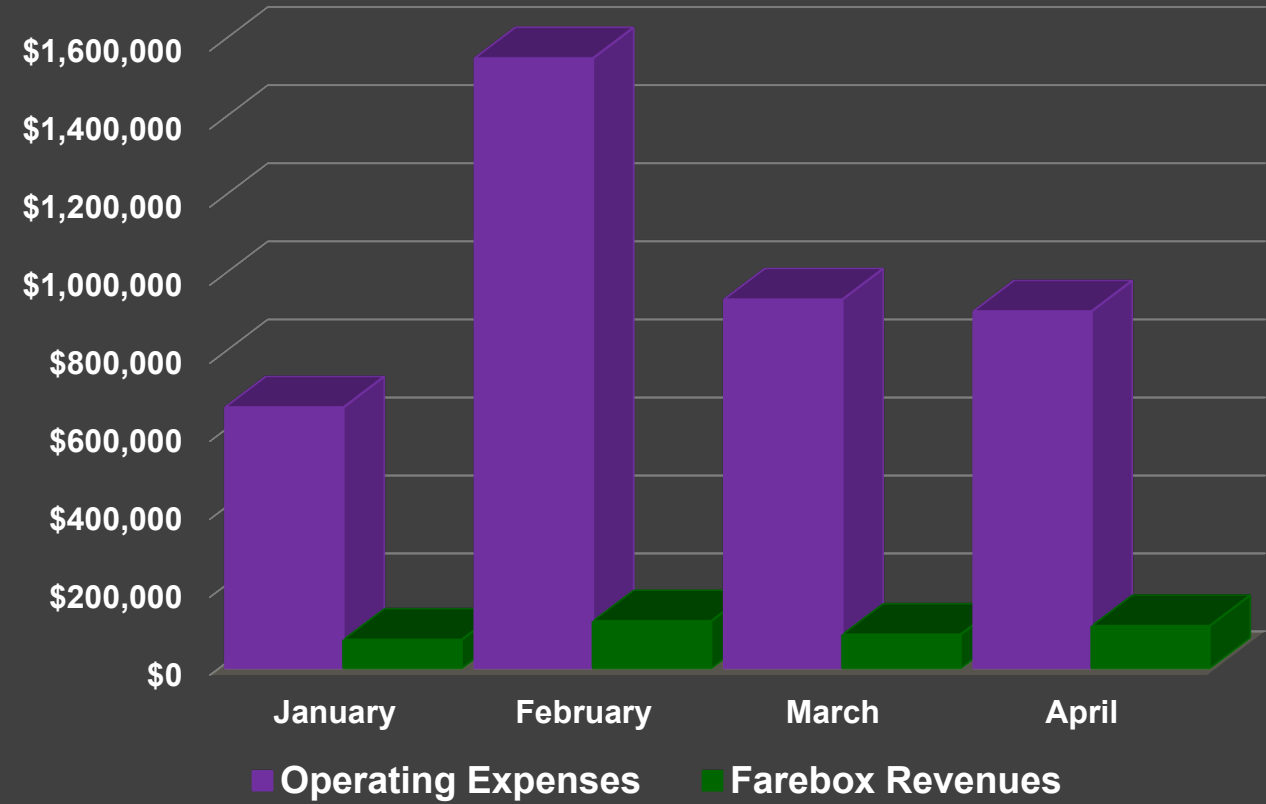
Farebox Recovery Rates 2023 vs. 2022

Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. April's farebox recovery rate increased slightly from 9.14% in the prior month to 9.15%; a total increase of 0.01%.

FAREBOX RECOVERY RATES 2023 vs 2022



TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



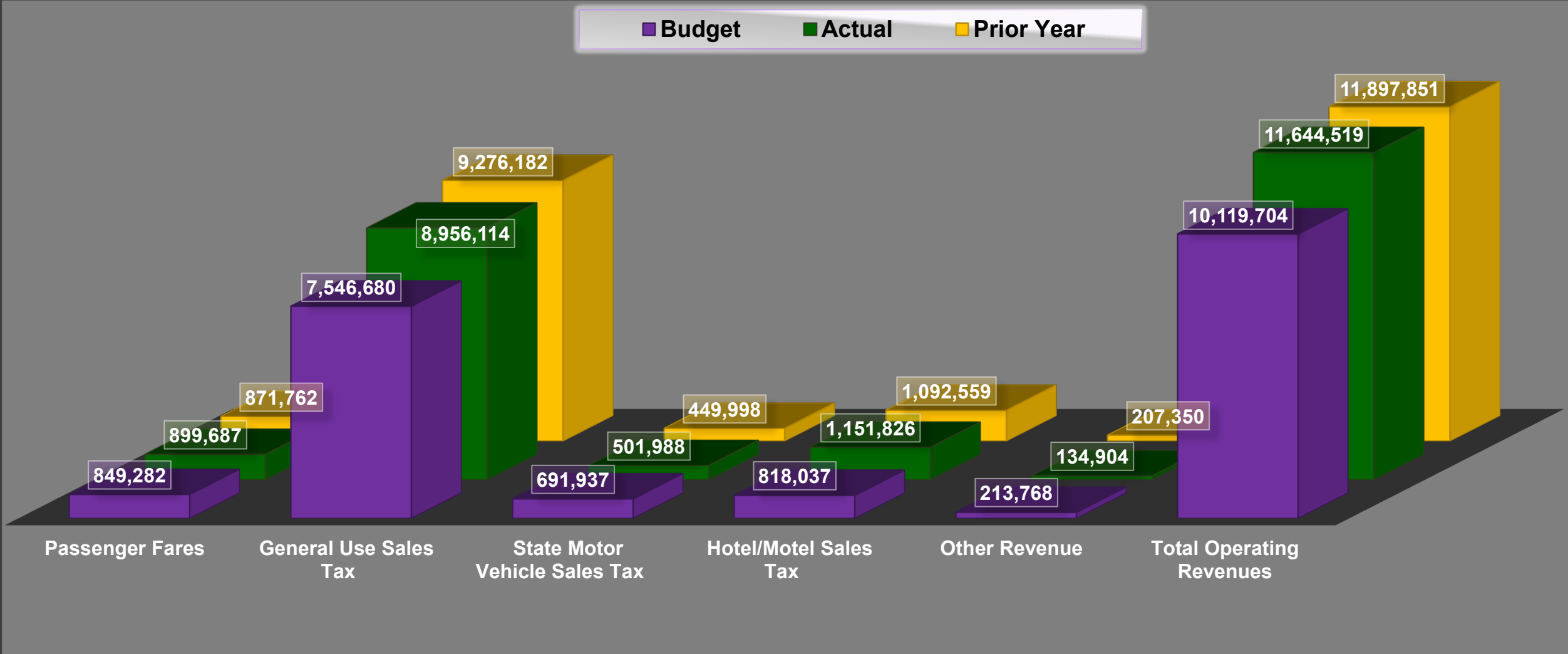
FERRY- Farebox Recovery Rates 2023 vs. 2022

The increase in farebox recovery to 11.89% in April from 9.18% in March is a result of a decrease in operating expenses and an increase in passenger revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.

April 2023 Summary of Sources

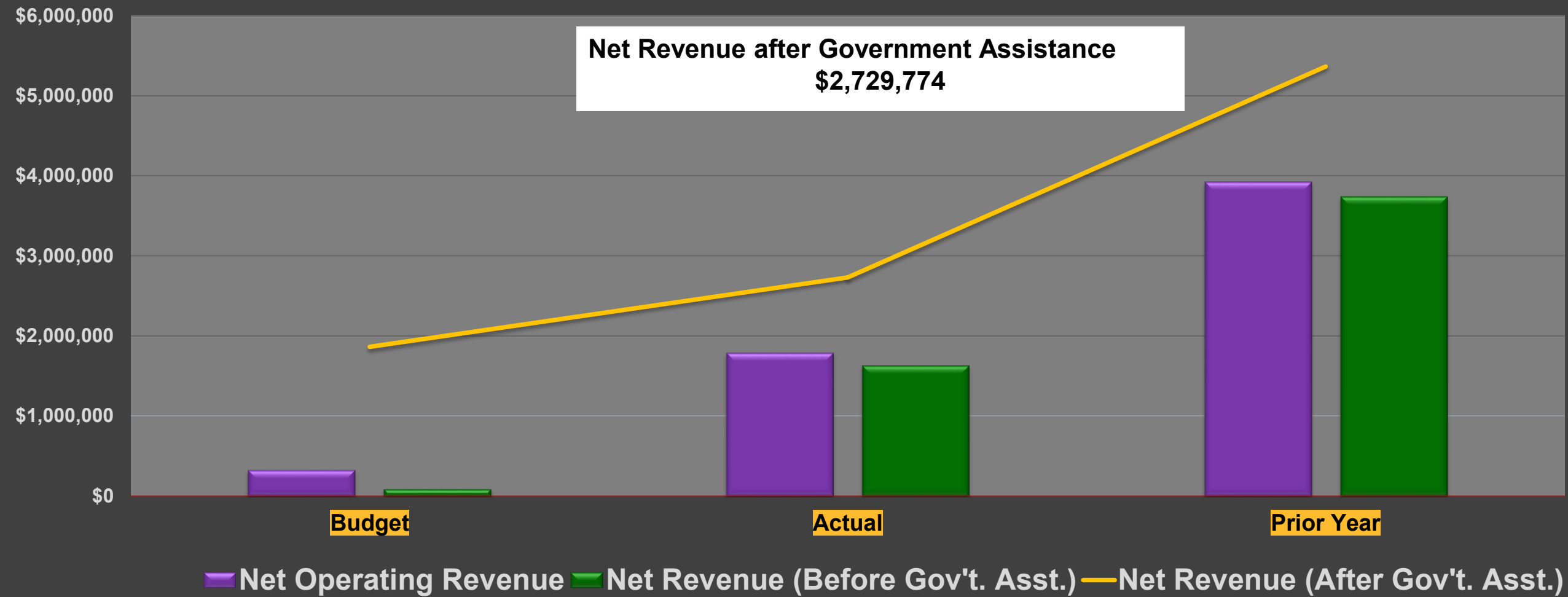
SUMMARY OF SOURCES

	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	9,056,654	10,609,928	1,553,273.73	17.15%	35,080,896	36,410,264
Government Assistance	2,327,022	1,427,749	(899,272.79)	-38.64%	10,708,408	5,611,952
Sales Tax and Government Assistance	11,383,676	12,037,677	654,000.94	5.75%	45,789,304	42,022,216
Passenger Fares	849,282	899,687	50,405.14	5.94%	3,255,583	3,563,825
Other Operating Revenues	213,768	134,904	(78,864.37)	-36.89%	855,070	566,975
Subtotal Transit Operations	1,063,050	1,034,591	(28,459.23)	-2.68%	4,110,653	4,130,801
Total Operating Revenues	12,446,726	13,072,268	625,541.71	5.03%	49,899,957	46,153,017
Federal Capital Funding - RTA	2,058,594	493,986	(1,564,608.34)	-76.00%	8,234,376	2,820,931
Federal Capital Funding - Maritime Only	586,417	101,273	(485,143.66)	-82.73%	2,345,668	513,731
Interest Income (Bonds & other)	6,247	124,599	118,352.00	1894.54%	24,987	498,396
Subtotal Capital and Bond Resources	2,651,258	719,858	(1,931,400.00)	-72.85%	10,605,031	3,833,058
Total Revenue	15,097,984	13,792,126	(1,305,858.29)	-8.65%	60,504,988	49,986,075
Operating Reserve	0	(1,849,279)	(1,849,278.66)	100.00%	0	(4,629,055)
Total Sources	15,097,984	11,942,847	(3,155,136.95)	-20.90%	60,504,988	45,357,020



Operating Revenues (Budget, Actual & Prior Year)

RTA's two largest revenue sources are General Use Sales Tax (\$9M) and Fare Revenue (\$900K). The two combined make up 84.6% or \$9.9M of total revenue. Overall, total operating revenues for the month of April are \$11.6M.



Net Revenues (Before and After Government Assistance)

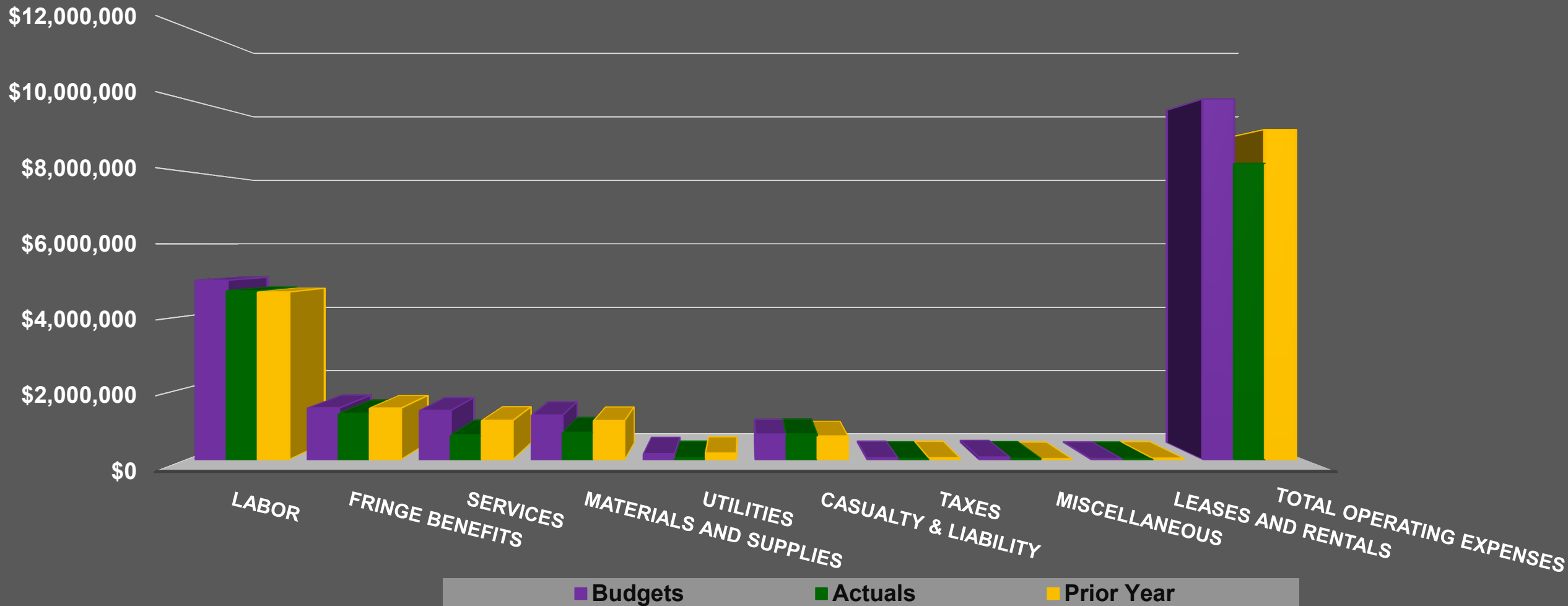
Net Revenue (Before Government Assistance) is \$1.6M for the month of April. After applying the month's \$1.4M in Government Operating Assistance, Net Revenue is \$2.7M for the month of April.

April 2023 Summary of Uses

Summary of Uses

	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	9,789,072	9,828,635	(39,562.61)	-0.40%	39,265,987	35,872,436
TMSEL Legacy Costs	239,162	183,658	55,504.24	23.21%	956,645	813,826
Maritime Costs	554,300	330,201	224,098.72	0.00%	2,220,556	1,776,085
Capital Expenditures - RTA	3,235,256	493,986	2,741,270.34	84.73%	12,941,024	2,820,931
Capital Expenditures - Maritime Only	608,083	545,496	62,586.84	10.29%	2,432,332	2,226,507
FEMA Project Worksheet Expenditures	0	0	0.00	0.00%	0	0
Debt Service (Principal & Int)	672,111	560,872	111,239.42	16.55%	2,688,444	1,847,236
Total Expenditures	15,097,984	11,942,847	3,155,136.95	20.90%	60,504,988	45,357,020
Operating Reserve	0	0	0.00	0.00%	0	0
Total Uses	15,097,984	11,942,847	3,155,136.95	20.90%	60,504,988	45,357,020

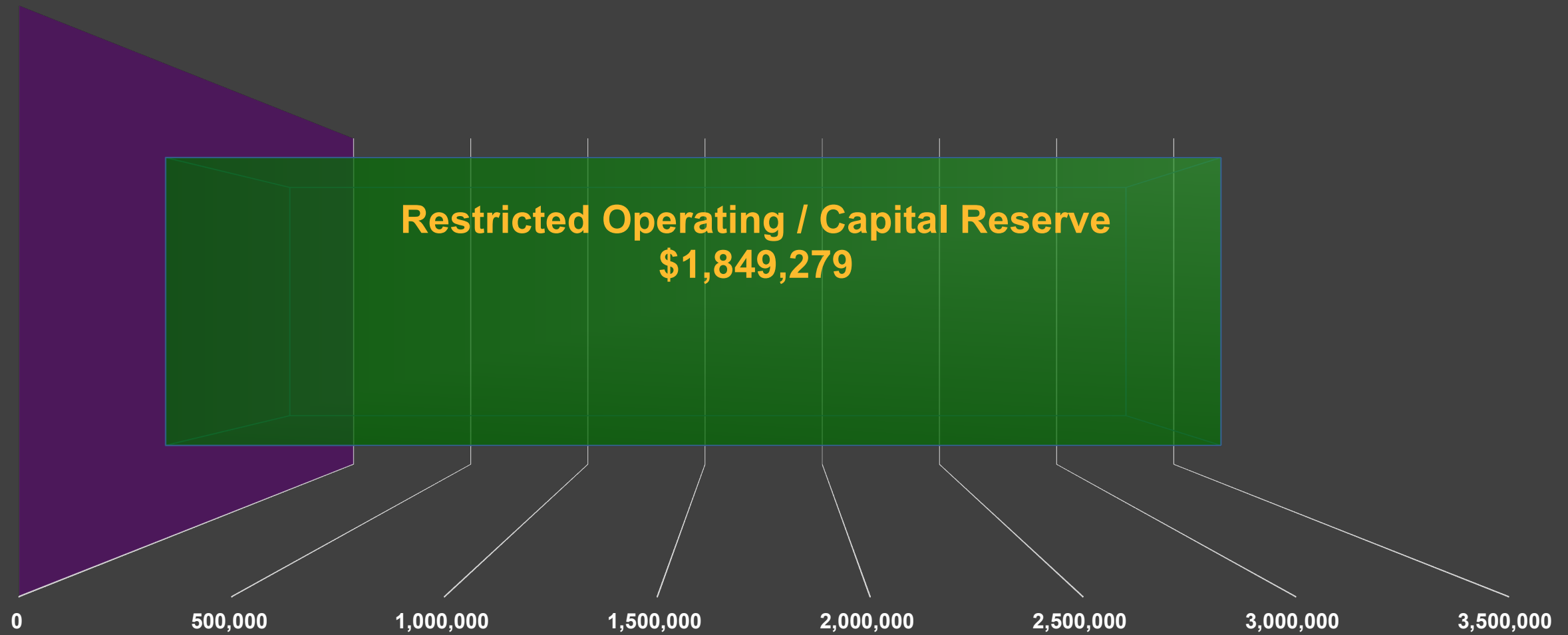
Operating Expenses (Actual - \$9,828,635)



Operating Expenses

Operating Expenses for the month of April are roughly \$9.8M. Labor and Fringe Benefits, the largest expenditure at \$6.3M, comprised 64.4% of this month's actual expenses.

In total, Operating Expenses for the month of April show an increase of 8.6% from \$9.1M in March.



Operating Reserve

The positive variance that resulted from Net Revenue (After Government Assistance of approximately \$1.4M) added \$1.8M to the Restricted Operating/Capital Reserve after the offset of \$561K in Debt Service.

Questions?

5. Consent Agenda

Purchase of Non-Revenue Support Vehicles (Ram 1500 Trucks)	23-070
McPherson Oil Contract Extension	23-079
Change Order for Fuel Card Services	23-080
New State Contract for Fuel Card Services	23-081
Purchase Canal and Riverfront Streetcar Inverter Upgrades	23-087
Change Order for Transit Security Services	23-089



Agenda

6. Consideration of CY2022 Single Audit Acceptance

CY2022 Single Audit Acceptance

23-068



Agenda

7. Consideration of CY2022 Single Audit Acceptance

CY2022 Financial Audit Acceptance

23-069



Agenda

8. Consideration of the Internal Audit Charter

Adoption of the Internal Audit Charter

23-088



Agenda

9. RTA's Compensation Schedule

RTA Compensation Schedule

23-086

□ Why Pay Grades and Salary Ranges?


Pay grades and salary ranges will help the RTA set up fair compensation structures for all employees.

Best Practice: review of the general market every 3 - 5 years to remain within the current market values and economic trends in the workplace.



***Pay Grades
and
Pay Bands***

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940
7	\$99,810	\$115,098	\$135,930
8	\$119,772	\$141,029	\$168,941
9	\$141,398	\$173,213	\$205,029
10	\$178,062	\$222,579	\$267,096
11	\$231,481	\$289,349	\$347,221



***Position
Category in
Pay Grade
and Pay
Band***

Grade	Position Category	Minimum	Midpoint	Maximum
1	Administrative Assistant	\$43,070	\$51,480	\$59,889
2	Administrative Assistant, Senior	\$49,530	\$59,200	\$68,871
3	Administrative Assistant, Principal	\$57,210	\$68,675	\$80,139
3	Analyst	\$57,210	\$68,675	\$80,139
3	Supervisor	\$57,210	\$68,675	\$80,139
4	Analyst, Senior	\$66,650	\$76,333	\$89,347
4	Professional, Entry	\$66,650	\$76,333	\$89,347
4	Supervisor, Senior	\$66,650	\$76,333	\$89,347
5	Manager	\$78,315	\$85,334	\$100,185
5	Analyst, Principal	\$78,315	\$85,334	\$100,185
5	Professional, Senior	\$78,315	\$85,334	\$100,185
5	Supervisor, Principal	\$78,315	\$85,334	\$100,185
6	Manager, Senior	\$83,525	\$95,911	\$112,940
6	Professional, Principal	\$83,525	\$95,911	\$112,940
7	Manager, Principal	\$99,810	\$115,098	\$135,930
7	Director	\$99,810	\$115,098	\$135,930
8	Director, Senior	\$119,772	\$141,029	\$168,941
9	Director, Principal	\$141,398	\$173,213	\$205,029
9	Chief I	\$141,398	\$173,213	\$205,029
10	Chief II	\$178,062	\$222,579	\$267,096
11	Chief Executive Officer	\$231,481	\$289,349	\$347,221

Questions?



Agenda

10. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

11. Audience Questions and Comments

PLEASE NOTE: Anyone who wishes to speak at the public meeting must fill out a speaker card. Speakers will get three minutes to pose a question or comment.



Agenda

12. Executive Session (2/3rds Vote to Consider)

- Personnel Matters
- IBEW Contract Update



Agenda

13. Request for Approval of the IBEW 1700-4 Contract

RTA Labor Agreement with IBEW Local 1700-4

23-109



Agenda

14. Adjournment