



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board of Commissioners

Meeting Agenda - Final

Tuesday, November 18, 2025

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, November 18, 2025 at 10:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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.

This meeting is accessible to persons with disabilities. To help assure availability, modifications or accommodations linked to a disability must be requested 72 hours before the meeting or hearing. Please direct requests for public meeting accommodations to the Office of Board Affairs, 2817 Canal Street, NOLA 70119, or call 504-827-8341 or by email (rtaboard@rtaforward.org).

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board Meeting Minutes - October 28, 2025]

[25-157](#)

4. Reports

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

D. RTA General Counsel's Report

E. RTA Chief Executive Officer's Report

F. Chief Transit Officer's Report

G. RTA Chief Financial Officer's Report

[September 2025 Financials]

[25-153](#)

5. CY 2026 Operating & Capital Budget Report

6. CY 2024 Single & Financial Audit Acceptance Report

7. Update: A Post-Launch Assessment of the Network Redesign

8. Consent Agenda

Award Contract for East-West Bank Bus Rapid Transit (BRT) 30% Preliminary Engineering and NEPA Clearance

[25-131](#)

Resolution to Adopt Records Policy (GEN 6)

[25-133](#)

Warranty Extension of Hybrid Transmissions

[25-140](#)

Cooperative Endeavor Agreement (CEA) with Audubon Nature Institute, Inc (ANII) for French Market Streetcar Station Improvements

[25-144](#)

9. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

10. Audience Questions and Comments

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

12. Adjournment



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-157

Board of Commissioners

[Board Meeting Minutes - October 28, 2025]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes

Tuesday, October 28, 2025

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, October 28, 2025 at 10:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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1. Call to Order

2. Roll Call

Commissioners Present: Commissioner Colin, Commissioner Daniels, Commissioner Guidry, Commissioner Neal, Commissioner Moore and Commissioner Sams

Commissioner Absent: Commissioner Walton

3. Consideration of Meeting Minutes

Commissioner Colin moved and Commissioner Sams seconded to approve the Board Meeting Minutes of September 23, 2025. The motion was approved unanimously.

approved

[09.23.25 Board Meeting Minutes]

[25-145](#)

4. Reports

A. RTA Chairman's Report

Commissioner Neal stated that the Board held the second part of the Board Retreat on October 10, 2025, and the Board was very supportive of the team, and the Board was invested in Transit and Ridership has surpassed the pre-COVID numbers and ridership is very solid, and RTA is one of the few transit agencies with great numbers

Commissioner Neal stated that at the October RAC meeting there was a large presence from the Hearing-Impaired Community, and they stated their concerns with the transit system to the committee.

B. Operations & Administration Committee Chairman's Report

None

C. Finance Committee Chairman's Report

None

D. RTA General Counsel's Report

General Counsel added the following to Executive Session under New Business:

Anna Soloman vs. RTA, et al., CDC 2016-09793 Division "M"

E. RTA Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights - CEO:

Employees of the Month for October were recognized.

Paratransit

The CEO stated that the team had a meeting with Jefferson Parish to understand how they calculate their On-Time Performance and it is much different from RTA. Jefferson Parish On-Time Performance was based on schedule trips that was late only, and on-time and the RTA used to use this formula and now On-Time Performance is calculated in-window On-Time Performance only which is in line with the FTA guidelines.

Regarding the 22 issues that were outlined in the RPC Paratransit Study, the RTA has completed 17 and initiated 7 and has not completed one, which is the outsourcing of Paratransit.

Staff were reviewing the three-quarters of a mile boundary for Paratransit and RTA was going to enforce this rule and operate within these boundaries and if the RTA operates/out those boundaries the RTA would charge a premium fare for those trips.

Commissioner Neal stated that Paratransit would be discussed in detail at the Operations and Administration meeting in November.

New Links

The CEO stated that the Planning Department was holding meetings with the operators regarding New Links and the findings will be presented at the November Meetings.

Budget

The CEO stated that staff are scheduled to go before the City Council on Wednesday, October 29, 2025, to present the RTA's Budget.

Ferry

LabMar collects the Data for the Ferry and forwards the information to the RTA.

St. Charles Track Work

Commissioner Guidry inquired about the track work repairs needed on the St. Charles Streetcar Line on Harmony and Lee Circle and extra trippers will be needed for the ADA St. Charles Streetcar for the Halloween Weekend.

F. Chief Transit Officer's Report

The monthly Chief Transit Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights - Operations:

Pull-Outs

The CEO stated that she will investigate industry standards regarding late pull-outs.

G. RTA Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights -Finance:

Capital Expenditures

The Chief Financial Officer stated that regarding Capital Expenditures, as the projects progress money is paid out and accrued the RTA has approximately \$6.5M of Capital Expenditures. Currently with the Government Shut-Down the RTA has not had any issues with reimbursements. The RTA pays for the contractors first and waits for reimbursements from the Federal Government.

Budget

Staff will present the RTA's budget to the City Council on Wednesday, October 29, 2025. The City's projection for Sales Tax revenue will be down by 17%, which has a \$14M direct impact on the RTA's budget.

The 2025 Budget was \$124M of total Operating Revenue and the 2026 Budget will be \$109M which is \$14M less. The RTA needs to come up with a new Fare Structure during 2026 to make up for lost revenue. The Operating Expense Line-Item staff was going to hold on to \$139M for FY2025 and to do this some budget cuts are going to have to happen. The Government Operating Assistance/Preventative Maintenance Line-Item staff were going to stretch this budget as much as possible. There is \$1.8M in State Parish Transportation Funds Line Item that is included in the budget. There is a \$5M maritime deficit which is ongoing. Staff need to know the amount of Cash Flow needed for local match for the Capital Improvement Projects.

The 2025 Budget will have a \$16M deficit. The RTA has a very healthy reserve and was always below budget on expenditure and the extra money was put in the reserve account and staff were working on how to reduce the reliance on the Reserve Account going forward.

Commissioner Neal stated that more information regarding the Budget will be present at the Finance Committee Meeting on November 13, 2025.

Commissioner Sams requested that staff present different scenarios to the Board regarding the 2026 Budget.

Commissioner Moore requested that if the RTA need to do any layoffs, please let the employees know before the layoffs take effect.

Commissioner Colin commended the CFO and her staff for doing a great job on the 2026 Budget.

Commissioner Daniels thanked the team for limiting the spending when the RTA had extra Federal Funding.

[August 2025 Financials]

[25-137](#)

Approval of the Consent Agenda

approved the Consent Agenda

5. Consent Agenda

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Consent Agenda. Resolution No. 25-058 was approved unanimously.

Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF)

[25-116](#)

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Contract Award to Mansfield Oil Company for Diesel Fuel and Diesel Exhaust Fluid (DEF). Resolution No. 25-059 was adopted unanimously.

approved

Enactment No: 25-059

Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles

[25-120](#)

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Contract Award to Gerry Lane Chevrolet for the Purchase of Transit Police Vehicles. Resolution No. 25-060 was adopted unanimously.

approved

Enactment No: 25-060

Renewal of Clever Warranty and Maintenance Agreement

[25-132](#)

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Renewal of Clever Warranty and Maintenance Agreement. Resolution No. 25-061 was adopted unanimously.

approved

Enactment No: 25-061

Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services

[25-134](#)

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Contract Award to IV Waste, LLC for Non-Hazardous Waste Disposal Services. Resolution No. 25-062 was adopted unanimously.

approved

Enactment No: 25-062

6. Authorizations

CY 2024 Financial Audit, Single Audit & Statewide Agreed-Upon Procedures Acceptance

[25-104](#)

The audit was presented on September 30, 2025. It was a clean audit with an unmodified opinion.

The following was addressed in the 2024 Audit

2024-001 - Material Weakness: Material Adjustments (partially resolved from 2023)

2024-002 - Significant Deficiency: Internal Control Over Self-Insurance Case

Reserves and Structured Settlements (partially resolved from 2023)

2024-003 - Compliance: Timely Submission of Audit Report to Legislative Auditor

There was no finding with the Single Audit, which is over \$43M in grant funding.

The full audit will be presented at the Finance Meeting on November 13, 2025, and at the Full Board Meeting on November 18, 2025.

Commissioner Sams moved and Commissioner Colin seconded to adopt the CY 2024 Financial Audit, Single Audit and Statewide Agreed-Upon Procedures Acceptance. Resolution No. 25-063 was adopted unanimously.

adopted

Enactment No: 25-063

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

General Counsel added the following:

Anna Soloman vs. RTA, et al., CDC 2016-09793 Division "M"

Commissioner Daniels moved and Commissioner Colin seconded to add the item to the agenda. The motion was approved unanimously.

8. Audience Questions and Comments

Courtney Jackson - Ride New Orleans - Asked If there are any negative impacts to the riding public with the 2026 Budget, please let the rider know in advance.

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

Commissioner Sams moved and Commissioner Guidry seconded to go into Executive Session to discuss:

- Ethan Tolliver vs. Michael Hardy, CDC 2022-05495
- Brandon Gillam vs. Regional Transit Authority, et al., CDC No.: 2022-01410, Division "B"
- Claudius Miler v. Regional Transit Authority 2020-5551

• Anna Soloman Vs. Regional Transit Authority, et al, CDC No. 2016-09793, Division "M"
Commissioner Daniels moved and Commissioner Sams seconded to approve the recommendation of General Counsel. The motion was approved unanimously.

Commissioner Colin moved and Commissioner Sams seconded to come out of Executive Session.

adopted

- Ethan Tolliver vs. Michael Hardy, CDC 2022-05495

Commissioner Sams moved and Commissioner Moore seconded to approve the recommendation of General Counsel. The motion was approved unanimously.

- Brandon Gillam vs. Regional Transit Authority, et al., CDC No.: 2022-01410, Division "B"

Commissioner Daniels moved and Commissioner Moore seconded to approve the recommendation of General Counsel. The motion was approved unanimously.

approved

- Claudius Miler v. Regional Transit Authority 2020-5551

Commissioner Sams moved and Commissioner Guidry seconded to approve the recommendation of General Counsel. The motion was approved unanimously.

approved

10. Adjournment

Commissioner Daniels moved and Commissioner Sams seconded to adjourn the Board of Commissioners Meeting of October 28, 2025. The meeting was adjourned unanimously.

adjourned



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-153

Finance Committee

[September 2025 Financials]

**September 2025
Analysis of Financials**

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<u>Passenger Revenue</u>				
8,929,827	7,697,503	(1,232,324)	(13.8%)	Passenger Fares were 13.8% (\$1.2M) under projections through September while ridership was 8.5% (997K) under budget.
<u>Sales Tax</u>				
82,464,840	76,912,888	(5,551,952)	(6.7%)	Sales tax collections were 6.7% under projections through September.
<u>Labor</u>				
51,345,504	47,782,707	3,562,797	6.9%	Labor was \$3.6M (6.9%) under budget through September.
<u>Fringe Benefits</u>				
17,041,815	17,369,472	(327,657)	(1.9%)	Fringe Benefits were 1.9% (\$328K) over projections through September.
<u>Services</u>				
14,368,716	9,878,855	4,489,861	31.2%	Most Service line items were well under budget through September. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
<u>Materials and Supplies</u>				
10,656,378	8,288,554	2,367,824	22.2%	Diesel fuel prices for the month of September were budgeted at \$3.55/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for September averaged \$2.35/gal. (before taxes), which was \$1.20/gal. under budget and \$0.06 above the average price for August. Diesel fuel consumption for September was 37,113 gallons under budget.
<u>Taxes</u>				
319,527	90,115	229,412	71.8%	All taxes were under budget through September.
<u>Miscellaneous Expenses</u>				
756,153	544,661	211,492	28.0%	Miscellaneous expenses, including travel and other miscellaneous, were 28% under budget through September.

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
September 30, 2025
Unaudited**

	Current Month Budget	Actual	\$ Var.	%Var.	Year to Date Budget	Actual	\$ Var.	%Var.	CY2025 Budget
Operating Revenues									
Passenger Fares	992,203	851,177	(141,026)	(14.21%)	8,929,827	7,697,503	(1,232,324)	(13.80%)	11,906,432
General Use Sales Tax	7,676,539	7,172,659	(503,880)	(6.56%)	69,088,851	66,762,668	(2,326,183)	(3.37%)	92,118,471
State Motor Vehicle Sales Tax	635,906	410,174	(225,732)	(35.50%)	5,723,154	4,852,247	(870,907)	(15.22%)	7,630,875
Hotel/Motel Sales Tax	850,315	141,117	(709,198)	(83.40%)	7,652,835	5,297,973	(2,354,862)	(30.77%)	10,203,780
Other Revenue	221,190	71,163	(150,027)	(67.83%)	1,990,710	2,835,371	844,661	42.43%	2,654,281
Total Operating Revenues	10,376,153	8,646,290	(1,729,863)	(16.67%)	93,385,377	87,445,762	(5,939,615)	(6.36%)	124,513,839
Operating Expenses									
Labor	5,705,056	4,883,953	821,103	14.39%	51,345,504	47,782,707	3,562,797	6.94%	68,460,671
Fringe Benefits	1,893,535	2,395,844	(502,309)	(26.53%)	17,041,815	17,369,472	(327,657)	(1.92%)	22,722,422
Services	1,596,524	1,483,379	113,145	7.09%	14,368,716	9,878,855	4,489,861	31.25%	19,158,293
Materials and Supplies	1,184,042	1,133,624	50,418	4.26%	10,656,378	8,288,554	2,367,824	22.22%	14,208,507
Utilities	144,208	134,189	10,019	6.95%	1,297,872	1,241,352	56,520	4.35%	1,730,500
Casualty & Liability	986,667	934,075	52,592	5.33%	8,880,003	8,477,128	402,875	4.54%	11,840,000
Taxes	35,503	4,926	30,577	86.13%	319,527	90,115	229,412	71.80%	426,030
Miscellaneous	84,017	44,440	39,577	47.11%	756,153	544,661	211,492	27.97%	1,008,205
Leases and Rentals	20,000	35,579	(15,579)	(77.90%)	180,000	165,759	14,241	7.91%	240,000
Total Oper. Exp. (excl. Depr.)	11,649,552	11,050,009	599,543	5.15%	104,845,968	93,838,603	11,007,365	10.50%	139,794,628
Net Operating Revenue	(1,273,399)	(2,403,719)	(1,130,320)	88.76%	(11,460,591)	(6,392,841)	5,067,750	(44.22%)	(15,280,789)
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	92,944	(1,782)	94,726	101.92%	836,496	641,662	194,834	23.29%	1,115,331
TMSEL All Other Costs	33,750	56,269	(22,519)	(66.72%)	303,750	1,139,643	(835,893)	(275.19%)	405,000
Total TMSEL Legacy Costs	126,694	54,487	72,207	56.99%	1,140,246	1,781,305	(641,059)	(56.22%)	1,520,331
Net Rev. (Before Gov't. Asst.)	(1,400,093)	(2,458,206)	(1,058,113)	75.57%	(12,600,837)	(8,174,146)	4,426,691	(35.13%)	(16,801,120)
Maritime Operations									
Passenger Fares	92,207	53,452	(38,755)	(42.03%)	829,863	595,998	(233,865)	(28.18%)	1,106,479
Labor and Fringe Benefits	(23,873)	(14,619)	(9,254)	38.76%	(214,857)	(199,351)	(15,506)	7.22%	(286,480)
Services	(81,554)	(100)	(81,454)	99.88%	(733,986)	(29,978)	(704,008)	95.92%	(978,652)
Materials and Supplies	(45,433)	(8,872)	(36,561)	80.47%	(408,897)	(70,928)	(337,969)	82.65%	(545,198)
Taxes	(544)	(447)	(97)	17.83%	(4,896)	(3,290)	(1,606)	32.81%	(6,522)
Purchased Transportation	(1,028,806)	(661,597)	(367,209)	35.69%	(9,259,254)	(7,614,346)	(1,644,908)	17.77%	(12,345,667)
Other Operating Expenses	(44,281)	0	(44,281)	100.00%	(398,529)	(939)	(397,590)	99.76%	(531,372)
Preventive Maintenance	52,036	(353,646)	(405,682)	(779.62%)	468,324	0	(468,324)	(100.00%)	624,438
LA State Appropriations	250,000	0	(250,000)	(100.00%)	2,250,000	0	(2,250,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	3,854,997	3,854,997	0	0.00%	5,140,000
Total Maritime Operations	(401,915)	(557,496)	155,581	(100.00%)	(3,617,235)	(3,467,838)	(149,397)	(100.00%)	(4,822,974)
Government Operating Assistance									
Preventive Maintenance	1,672,860	1,953,031	280,171	16.75%	15,055,740	15,018,737	(37,003)	(0.25%)	20,074,324
State Parish Transportation	191,015	316,864	125,849	65.88%	1,719,135	1,477,161	(241,974)	(14.08%)	2,292,180
ARPA Funding and Other Operating Grants	478,852	8,251,654	7,772,802	1623.22%	4,309,668	8,301,621	3,991,953	92.63%	5,746,226
FEMA Reimbursements	0	(30,627)	(30,627)	#DIV/0!	0	(30,529)	(30,529)	#DIV/0!	0
Total Government Oper. Asst.	2,342,727	10,490,922	8,148,195	347.81%	21,084,543	24,766,990	3,682,447	17.47%	28,112,730
Net Revenue (After Gov't. Asst.)	540,719	7,475,220	7,245,663	1340.01%	4,866,471	13,125,006	7,959,740	163.56%	6,488,636

**CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
September 30, 2025
Unaudited**

	Current Month				Year to Date				
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
Net Revenue (After Gov't. Asst.)	540,719	7,475,220	7,245,663	1340.01%	4,866,471	13,125,006	7,959,740	163.56%	6,488,636
Government Non-Operating Rev. (Exp.)									
Federal - Capital (RTA)	2,690,160	32,513	(2,657,647)	(98.79%)	24,211,440	5,096,693	(19,114,747)	(78.95%)	32,281,920
Local - Capital (RTA)	1,141,840	163,319	(978,521)	(85.70%)	10,276,560	1,542,614	(8,733,946)	(84.99%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(195,832)	3,636,168	(94.89%)	(34,488,000)	(6,546,730)	27,941,270	(81.02%)	(45,983,998)
Total Federal and State Sources (Ferry)	1,126,534	0	(1,126,534)	(100.00%)	10,138,806	9,661	(12,852,525)	(99.91%)	13,518,414
Other Local Sources/Restricted Capital Res. (Ferry)	317,238	202	(317,036)	(99.94%)	2,855,142	2,617	(12,855,694)	(98.94%)	3,806,854
Capital Expenses (Ferry)	(1,443,772)	(202)	(1,443,570)	99.99%	(12,993,948)	(138,254)	0	0.00%	0
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%	0
Total Gov't. Non-Operating Rev. (Exp.)	0	0	0	0.00%	0	(33,399)	(33,399)	0.00%	17,325,268
Total Revenues (Expenses) Before Capital Expenditures and Debt	540,719	7,475,220	6,934,501	1282.46%	4,866,471	13,091,607	8,225,136	169.02%	23,813,904
Capital Expenditures									
Interest Income - Capital (bonds)	1,147	30,135	28,988	2527.29%	10,323	243,089	232,766	100.00%	13,764
Other Interest Income	130,092	81,684	(48,408)	(37.21%)	1,170,828	686,393	(484,435)	(41.38%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(6,047,622)	(6,493,293)	(445,671)	(7.37%)	(8,063,500)
Total Capital Expenditures	(540,719)	(42,709)	498,010	92.10%	(4,866,471)	(5,563,811)	(697,340)	(14.33%)	(6,488,638)
Net Revenue less Capital Expenditures & Principal on Long Term Debt	0	7,432,511	7,432,511	100.00%	0	7,527,796	7,527,796	100.00%	17,325,266
Other Funding Sources									
Restricted Oper. / Capital Reserve	0	(7,432,511)	7,432,511	(100.00%)	0	(7,527,796)	7,527,796	(100.00%)	0
Total Other Funding	0	(7,432,511)	7,432,511	(100.00%)	0	(7,527,796)	7,527,796	(100.00%)	0
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%	17,325,266
Depreciation - Local	378,071	418,945	(40,875)	(10.81%)	3,402,635	3,624,077	(221,442)	(6.51%)	4,536,847
Depreciation - Federal	1,512,282	1,675,782	(163,499)	(10.81%)	13,610,542	14,496,309	(885,767)	(6.51%)	18,147,389
Total Depreciation	1,890,353	2,094,727	(204,374)	10.81%	17,013,177	18,120,386	(1,107,209)	(6.51%)	22,684,236

CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
September 30, 2025
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Operating Revenues								
Passenger Fares	739,640	851,177	111,537	15.08%	7,898,510	7,697,503	(201,007)	(2.54%)
General Use Sales Tax	6,441,536	7,172,659	731,123	11.35%	65,628,004	66,762,668	1,134,664	1.73%
State Motor Vehicle Sales Tax	567,225	410,174	(157,051)	(27.69%)	4,805,503	4,852,247	46,744	0.97%
Hotel/Motel Sales Tax	249,110	141,117	(107,993)	(43.35%)	8,487,456	5,297,973	(3,189,483)	(37.58%)
Other Revenue	422,148	71,163	(350,985)	(83.14%)	1,932,605	2,835,371	902,766	46.71%
Total Operating Revenues	8,419,659	8,646,290	226,631	2.69%	88,752,077	87,445,762	(1,306,316)	(1.47%)
Operating Expenses								
Labor	4,876,429	4,883,953	(7,524)	(0.15%)	45,357,399	47,782,707	(2,425,308)	(5.35%)
Fringe Benefits	1,650,029	2,395,844	(745,815)	(45.20%)	15,356,669	17,369,472	(2,012,803)	(13.11%)
Services	961,414	1,483,379	(521,965)	(54.29%)	7,471,970	9,878,855	(2,406,885)	(32.21%)
Materials and Supplies	894,521	1,133,624	(239,103)	(26.73%)	8,830,607	8,288,554	542,053	6.14%
Utilities	137,912	134,189	3,723	2.70%	1,196,041	1,241,352	(45,311)	(3.79%)
Casualty & Liability	755,015	934,075	(179,060)	(23.72%)	6,890,133	8,477,128	(1,586,995)	(23.03%)
Taxes	26,879	4,926	21,953	81.67%	296,333	90,115	206,218	69.59%
Miscellaneous	21,436	44,440	(23,004)	(107.32%)	755,396	544,661	210,736	27.90%
Leases and Rentals	16,617	35,579	16,617	100.00%	137,640	165,759	(28,119)	(20.43%)
Total Oper. Exp. (excl. Depr.)	9,340,251	11,050,009	(1,674,179)	(17.92%)	86,292,187	93,838,603	(7,546,415)	(8.75%)
Net Operating Revenue	(920,592)	(2,403,719)	(1,483,127)	161.11%	2,459,890	(6,392,841)	(8,852,731)	(359.88%)
TMSEL Legacy Costs								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	97,116	(1,782)	(98,898)	(101.83%)	893,903	641,662	(252,240)	(28.22%)
TMSEL All Other Costs	153,144	56,269	(96,875)	(63.26%)	1,456,745	1,139,643	(317,102)	(21.77%)
Total TMSEL Legacy Costs	250,260	54,487	(195,773)	(78.23%)	2,350,648	1,781,305	(569,343)	(24.22%)
Net Rev. (Before Gov't. Asst.)	(1,170,852)	(2,458,206)	(1,287,354)	109.95%	109,242	(8,174,146)	(8,283,388)	(7582.60%)
Maritime Operations								
Passenger Fares	28,816	53,452	24,636	85.49%	625,131	595,998	(29,133)	(4.66%)
Labor and Fringe Benefits	(44,742)	(14,619)	30,123	(67.33%)	(432,423)	(199,351)	233,073	(53.90%)
Services	(29,819)	(100)	29,719	(99.66%)	(2,852,533)	(29,978)	2,822,555	(98.95%)
Materials and Supplies	(39,255)	(8,872)	30,383	(77.40%)	(452,664)	(70,928)	381,736	(84.33%)
Taxes	(554)	(447)	107	(19.38%)	(5,133)	(3,290)	1,843	100.00%
Purchased Transportation	(814,799)	(661,597)	153,202	(18.80%)	(6,393,614)	(7,614,346)	(1,220,732)	19.09%
Other Operating Expenses	(72)	0	72	(100.00%)	(2,089)	(939)	1,149	(55.03%)
Preventive Maintenance	50,000	(353,646)	(403,646)	(807.29%)	403,970	0	(403,970)	(100.00%)
LA State Appropriations	428,333	0	(428,333)	0.00%	3,854,997	0	(3,854,997)	100.00%
State Subsidy	0	428,333	428,333	#DIV/0!	4,999,998	3,854,997	(1,145,001)	(22.90%)
Total Maritime Operations	(422,093)	(557,496)	(135,403)	32.08%	(254,361)	(3,467,838)	(3,213,477)	1263.35%
Government Operating Assistance								
Preventive Maintenance	1,288,604	1,953,031	664,427	51.56%	11,411,803	15,018,737	3,606,934	31.61%
State Parish Transportation	168,435	316,864	148,429	88.12%	1,486,542	1,477,161	(9,381)	(0.63%)
ARPA Funding and Other Operating Grants	0	8,251,654	8,251,654	#DIV/0!	0	8,301,621	8,301,621	#DIV/0!
FEMA Reimbursements	0	(30,627)	(30,627)	0.00%	0	(30,529)	(30,529)	0.00%
Total Government Oper. Asst.	1,457,039	10,490,922	9,033,883	620.02%	12,898,345	24,766,990	11,868,645	92.02%
Net Revenue (After Gov't. Asst.)	(135,906)	7,475,220	7,611,126	(5600.29%)	12,753,226	13,125,006	371,780	2.92%

CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
September 30, 2025
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	(135,906)	7,475,220	7,611,126	-5600.29%	12,753,226	13,125,006	371,780	2.92%
Government Non-Operating Rev. (Exp.)								
Federal - Capital (RTA)	2,465,820	32,513	(2,433,307)	(98.68%)	21,292,117	5,096,693	(16,195,424)	(76.06%)
Local - Capital (RTA)	616,455	163,319	(453,136)	(73.51%)	7,040,322	1,542,614	(5,497,708)	(78.09%)
Capital Expenditures (RTA)	(3,082,275)	(195,832)	2,886,443	(93.65%)	(28,332,439)	(6,546,730)	21,785,709	(76.89%)
Total Federal and State Sources (Ferry)	151,813	0	(151,813)	(100.00%)	2,454,865	9,661	(2,445,204)	(99.61%)
Other Local Sources/Restricted Cap. Res. (Ferry)	(189,766)	202	189,968	(100.11%)	(3,068,581)	2,617	3,071,198	(100.09%)
Capital Expenses (Ferry)	0	(202)	(202)	#DIV/0!	0	(138,254)	(138,254)	#DIV/0!
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	(37,953)	0	37,953	(100.00%)	(613,716)	(33,399)	580,317	(94.56%)
Total Revenues (Expenses) Before Capital Expenditures and Debt	(173,859)	7,475,220	7,649,079	(4399.59%)	12,139,510	13,091,607	952,098	7.84%
Capital Expenditures								
Bond Interest Income	11,905	30,135	18,230	153.13%	107,145	243,089	135,944	126.88%
Other Interest Income	54,234	81,684	27,450	50.62%	488,103	686,393	(198,290)	(40.62%)
Debt Service	(521,843)	(154,528)	367,315	(70.39%)	(5,036,343)	(6,493,293)	1,456,950	(28.93%)
Total Capital Expenditures	(455,704)	(42,709)	412,995	(90.63%)	(4,441,096)	(5,563,811)	(1,122,715)	25.28%
Net Revenue less Capital Expenditures & Principal on Long Term Debt	(629,563)	7,432,511	8,062,074	1280.58%	7,698,414	7,527,796	(170,618)	2.22%
Other Funding Sources								
Restricted Oper. / Capital Reserve	629,563	(7,432,511)	(8,062,074)	(1280.58%)	(7,698,414)	(7,527,796)	170,618	(2.22%)
Total Other Funding	629,563	(7,432,511)	(8,062,074)	(1280.58%)	(7,698,414)	(7,527,796)	170,618	(2.22%)
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%
Depreciation - Local	357,452	418,945	(61,494)	(17.20%)	3,207,728	3,624,077	(416,349)	(12.98%)
Depreciation - Federal	1,429,806	1,675,782	(245,975)	(17.20%)	12,830,913	14,496,309	(1,665,396)	(12.98%)
Total Depreciation Expense	1,787,258	2,094,727	(307,469)	(17.20%)	16,038,641	18,120,386	(2,081,745)	(12.98%)

Regional Transit Authority
Financial Performance Indicators
September 30, 2025
(Excludes Ferry Operations)

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	1,293,137	10,717,827	1,001,718	8,362,233	271,133	2,190,651	20,286	164,943
Total Platform Hours	69,080	597,210	41,848	382,232	11,648	104,795	15,584	110,182
Passenger Revenue	851,177	7,872,106	559,556	5,129,815	265,533	2,495,525	26,087	246,766
Operating Expenses	11,050,009	93,838,603	7,182,506	60,995,092	2,210,002	18,767,721	1,657,501	14,075,790
Operating Cost Per Platform Hour	159.96	157.13	171.63	159.58	189.74	179.09	106.36	127.75
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69
Farebox Recovery Rate	7.70%	8.39%	7.79%	8.41%	12.02%	13.30%	1.57%	1.75%
Operating Cost Per Unlinked Trip	8.55	8.76	7.17	7.29	8.15	8.57	81.71	85.34
Passenger Revenue Per Unlinked Trip	0.66	0.73	0.56	0.61	0.98	1.14	1.29	1.50
Subsidy per Unlinked Trip	7.89	8.03	6.61	6.68	7.17	7.43	80.42	83.84

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

REPORT FOR THE MONTH

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month 2025	Ended September 30 2024	Variance	For the Month 2025	Ended September 30 2024	Variance	For the Month 2025	Ended September 30 2024	Variance	For the Month 2025	Ended September 30 2024	Variance
Ridership (Unlinked Trips)	1,293,137	1,016,408	276,729	1,001,718	760,979	240,739	271,133	238,494	32,639	20,286	16,935	3,351
Total Platform Hours	69,080	62,540	6,540	41,848	40,888	960	11,648	11,374	274	15,584	10,278	5,306
Passenger Revenue	851,177	843,511	7,666	559,556	547,616	11,940	265,533	270,042	(4,509)	26,087	25,852	235
Operating Expenses	11,050,009	9,123,753	1,926,256	7,182,506	5,930,439	1,252,067	2,210,002	1,824,751	385,251	1,657,501	1,368,563	288,938
Operating Cost Per Platform Hour	159.96	145.89	14.07	171.63	145.04	26.59	189.74	160.43	29.31	106.36	133.15	(26.79)
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	7.70%	9.25%	-1.54%	7.79%	9.23%	-1.44%	12.02%	14.80%	-2.78%	1.57%	1.89%	-0.32%
Operating Cost Per Unlinked Trip	8.55	8.98	(0.43)	7.17	7.79	(0.62)	8.15	7.65	0.50	81.71	80.81	0.90
Passenger Revenue Per Unlinked Trip	0.66	0.83	(0.17)	0.56	0.72	(0.16)	0.98	1.13	(0.15)	1.29	1.53	(0.24)
Subsidy per Unlinked Trip	7.89	8.15	(0.26)	6.61	7.07	(0.46)	7.17	6.52	0.65	80.42	79.28	1.14

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 9 Months Ending September 30, 2025	2024	Variance	For 9 Months Ending September 30, 2025	2024	Variance	For 9 Months Ending September 30, 2025	2024	Variance	For 9 Months Ending September 30, 2025	2024	Variance
Ridership (Unlinked Trips)	10,717,827	9,841,495	876,332	8,362,233	6,981,375	1,380,858	2,190,651	2,690,414	(499,763)	164,943	169,706	(4,763)
Total Platform Hours	597,210	597,619	(410)	382,232	374,573	7,659	104,795	108,368	(3,573)	110,182	114,678	(4,496)
Passenger Revenue	7,872,106	7,591,600	280,505	5,129,815	4,817,533	312,281	2,495,525	2,541,396	(45,871)	246,766	232,671	14,095
Operating Expenses	93,838,603	86,075,695	7,762,908	60,995,092	53,597,123	7,397,969	18,767,721	17,450,835	1,316,886	14,075,790	15,027,738	(951,947)
Operating Cost Per Platform Hour	157.13	144.03	13.10	159.58	143.09	16.49	179.09	161.03	18.06	127.75	131.04	(3.29)
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.39%	8.82%	-0.43%	8.41%	8.99%	-0.58%	13.30%	14.56%	-1.27%	1.75%	1.55%	0.20%
Operating Cost Per Unlinked Trip	8.76	8.75	0.01	7.29	7.68	(0.39)	8.57	6.49	2.08	85.34	88.55	(3.21)
Passenger Revenue Per Unlinked Trip	0.73	0.77	(0.04)	0.61	0.69	(0.08)	1.14	0.94	0.20	1.50	1.37	0.13
Subsidy per Unlinked Trip	8.03	7.98	0.05	6.68	6.99	(0.31)	7.43	5.55	1.88	83.84	87.18	(3.34)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-131

Board of Commissioners

Award Contract for East-West Bank Bus Rapid Transit (BRT) 30% Preliminary Engineering and NEPA Clearance

DESCRIPTION: Request Board authorization to award a professional services contract to AECOM Technical Services, Inc. for East-West Bank Bus Rapid Transit (BRT) 30% Preliminary Engineering and NEPA Clearance	AGENDA NO: 25-131 FILE ID: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to AECOM Technical Services, Inc. (AECOM), for the completion of East-West Bank Bus Rapid Transit Preliminary Engineering and NEPA Clearance in an amount not to exceed \$5,700,000

ISSUE/BACKGROUND:

The East-West Bank Bus Rapid Transit (BRT) project is an initiative of the RTA's Strategic Mobility Plan (SMP) and represents a significant investment in high-capacity, high-frequency transit for the region. This 15.1-mile corridor is designed to provide a fast, reliable, and efficient transit connection, improving mobility and access to key destinations across the region.

The project advanced through an earlier Alternatives Analysis phase, which concluded with the identification of a Locally Preferred Alternative (LPA). The RTA Board formally adopted the LPA for the East-West Bank BRT project in January 2023 (Resolution No. 23-008), affirming the recommended BRT alignment and technology. This adoption was a critical milestone, enabling the project to proceed into the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) program.

The SMP and the Agency's 5-year Capital Investment Program (CIP) prioritize this project to reduce travel times, improve service reliability, and increase access to jobs and other community-serving uses. The completion of 30% Preliminary Engineering (PE) and National Environmental Policy Act (NEPA) clearance are the essential next steps required by the FTA to ultimately secure FTA funding for the project.

This phase of work will develop the project to a 30% design level, secure environmental clearance under NEPA, and position the project to receive FTA capital funding and advance to 100% design.

DISCUSSION:

In accordance with the Brooks Act, the procurement was structured as a Qualifications-Based Selection process. Request for Qualifications No. 2025-018 was publicly issued on Friday, May 16, 2025 with a proposal receipt deadline of Thursday, June 26, 2025. AECOM's response was the only response to the RFQ that RTA received. After the deadline but prior to reviewing AECOM's proposal, staff reached out to other consultant firms that had expressed initial interest in the solicitation but had not ultimately submitted proposals. These firms confirmed that they did not pursue the solicitation for their own business reasons, and not as a result of any aspect of the solicitation. Upon confirming this, RTA assembled a technical evaluation committee to review the qualifications and quality of the single proposal. The panel determined that the AECOM team is exceptionally qualified to perform the required services and received a strong overall score.

The Capital Projects team prepared an Independent Cost Estimate (ICE) of \$5,322,955 for the 30% preliminary engineering design and NEPA process. This estimate was derived from an overall BRT Project Budget that was developed during the prior planning stage in 2023. After initial discussions with AECOM, a not-to-exceed price of \$5,700,000 was found satisfactory by staff to accomplish RTA's goals, deliverables, and schedule for this project. While slightly higher than the ICE, the budget for these services is within a reasonable range of the ICE (7%) and also comes two years after the 2023 Project budget was completed.

The project schedule anticipates project kickoff in December 2025, with completion of preliminary engineering and NEPA Record of Decision in November, 2026.

FINANCIAL IMPACT:

The East-West Bank BRT Preliminary Engineering and NEPA Clearance contract will not exceed \$5,700,000 and is funded entirely through American Rescue Plan (ARP) funds with no local match.

These funds are included in the FY2025 Budget and draft FY2026 Budget and the 2025-2029 Capital Investment Program under Project 2021-FG-01, budget code 01-0000-00-1501-000-00-00-00000-00000-00.

NEXT STEPS:

Following award, staff will execute the contract with AECOM that will include refined scope and cost details, issue a Notice-to-Proceed, and kick off the project.

ATTACHMENTS:

1. Resolution
2. Procurement Summary - RFQ No. 2025-018

3. Independent Cost Estimate
4. RFQ No. 2025-018
5. AECOM Proposal in Response to RFQ No. 2025-018
6. RFQ No. 2025-018 Solicitation Routing Sheet
7. Resolution 23-008 (adopting the Locally Preferred Alternative)

Prepared By: Rafe Rabalais, rrabalais@rtaforward.org
Title: Director of Capital Projects

Reviewed By: Dwight Norton, dnorton@rtaforward.org
Title: Chief of Planning and Capital Projects Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

10/31/2025

Date



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

504.827.8300

www.norta.com

RESOLUTION NO. _____

FILE ID NO. 25-131

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A PROFESSIONAL SERVICES CONTRACT TO AECOM
TECHNICAL SERVICES, INC. FOR EAST-WEST BANK BUS RAPID TRANSIT
PRELIMINARY ENGINEERING AND NEPA CLEARANCE SERVICES**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the New Orleans Regional Transit Authority (“RTA”) is advancing the East-West Bank Bus Rapid Transit (“BRT”) project as a major capital initiative identified in the RTA’s Strategic Mobility Plan and included in the 2025–2029 Capital Investment Program; and

WHEREAS, the approximately 15.1-mile BRT corridor was adopted as the Locally Preferred Alternative by the RTA Board of Commissioners through Resolution No. 23-008 in January 2023, based on ridership potential, community benefits, and operational feasibility; and

WHEREAS, the BRT project will deliver a high-capacity, reliable, and accessible transit service that will improve travel times, reliability, access to jobs and services, and the overall rider experience; and

WHEREAS, the RTA issued a Request for Qualifications (RFQ No. 2025-018) on May 16, 2025, seeking professional services to complete preliminary engineering of the BRT project and clearance under the National Environmental Policy Act (“NEPA”); and

WHEREAS, AECOM Technical Services, Inc. (“AECOM”) submitted the only response to the RFQ; and



RESOLUTION NO. _____

FILE ID NO. 25-131

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WHEREAS, AECOM’s proposal was reviewed by a technical evaluation committee and selection panel, and AECOM was determined to be exceptionally qualified to perform the required services; and

WHEREAS, AECOM was found to be both a responsive and responsible respondent; and

WHEREAS, in 2023, RTA estimated the budget for preliminary engineering and NEPA clearance for the BRT project to be \$5,322,955, which RTA used as the basis for its Independent Cost Estimate (“ICE”) for these services; and

WHEREAS, AECOM and RTA have agreed to a not-to-exceed price of \$5,700,000 for these services, which staff determined to be satisfactory to achieve RTA’s goals, deliverables, and timeline and which staff determined to be within a reasonable range of the ICE; and

WHEREAS, the services will be funded entirely by American Rescue Plan grant funds (grant number LA-2023-008) with no local match for a total cost not to exceed \$5,700,000 from the FY2025-29 capital budget, budget code 01-0000-00-1501-000-00-00-00000-00000-00; and

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 award a contract to AECOM in an amount not to exceed \$5,700,000 for BRT Preliminary Engineering and NEPA Clearance services.



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

504.827.8300

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Resolution No. _____

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 18TH OF NOVEMBER 2025.

**FRED A. NEAL, JR.
CHAIRMAN
BOARD OF COMMISSIONERS**

PROCUREMENT SUMMARY-RFQ 2025-018

REQUIREMENTS

A Solicit Request Routing Sheet for Bus Rapid Transit with attached scope of work was received by Procurement on March 22, 2025. This solicitation has a DBE goal of 30.5%. Due to the release of the Interim Final Rule on October 3, 2025, the DBE goal for this project has been removed.

SOLICITATION

Request for Quote (RFQ) No. 2025-018 Public Notice was published in The Advocate. Public Notice and the RFQ 2025-018 were posted on the RTA website beginning 05/16/25. The RFQ submittal deadline was 06/26/25 at 4:00pm.

RFQ SUBMITTAL

Submittal deadline was 06/26/25 at 4:00pm. Briana Howze handled the receipt of all submissions received. One (1) proposal was received.

DETERMINATION

One (1) responsive proposal was received.

SUBMITTAL ANALYSIS

Respondents

AE Com

Required Forms

All Forms Submitted

SUMMARY

An Administrative Review was prepared by Briana Howze.

A technical evaluation was conducted on Tuesday August 5, 2025, at 11:00 am. The evaluation committee consisted of the following:

Korrie Mapp – Technical Evaluator
Petrina Lewis – Technical Evaluator
Elizabeth Stancioff – Technical Evaluator
Rafe Rabalais – Technical Evaluator

The final combined scores for the technical evaluation are as follows:

AE Com	381
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AECOM has been determined to be fair and reasonable and is recommended for award.

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name:	BRT East-West Bank Corridor, Preliminary Engineering and NEPA Clearance
Project Number:	2021-FG-01
Date of Estimate:	3-7-2025
Description of Goods/Services:	This ICE covers the Preliminary Engineering (30% Design Phase) for the 15.1-mile East-West BRT project, including preliminary design, station layout, alignment, NEPA clearance, and stakeholder engagement.

☒ New Procurement

☐ Contract Modification (Change Order) – (Request for Technical Proposals for On-call Pool)

☐ Exercise of Option

Method of Obtaining Estimate:

☐ Published Price List (attach source and date)

☐ Historical Pricing (attach copy of documentation from previous PO/Contract) – historical pricing paired with additional scope elements in this solicitation

☐ Comparable Purchases by Other Agencies (attach email correspondence)

☐ Engineering or Technical Estimate (attach)

☐ Independent Third-Party Estimate (attach)

☒ Other (specify) Program Budget attach documentation

☐ Pre-established pricing resulting from competition (Contract Modification only)

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

Summary of Method:

The RTA developed a detailed program budget for the East-West BRT Project as part of its submission to the FTA's Capital Investment Grant (CIG) program. This budget was informed by industry benchmarks, local cost data, and comparable BRT projects. Within the overall project budget, the cost for 30% design and NEPA review was specifically identified, totaling **\$ 5,322,955**.

Accordingly, our cost estimate for this phase is **\$5,322,955**, as detailed in **Attachment 1 to this ICE**

Scope Identification:

The 30% Design Phase for the **East-West BRT Project** includes preliminary design, environmental review under NEPA, stakeholder engagement, and integration with ongoing transit projects. The cost estimate that was prepared for the project's submissions to the FTA's CIG program was informed by the project scope, RTA's Capital Improvement Plan, and comparable BRT projects, with budget categories covering design, NEPA compliance, public outreach, and contingency.

Category	Proposed Allocation for 30% Design (\$)
Project Development & NEPA	\$4,923,733
Public & Stakeholder Engagement	\$399,222
TOTAL	\$5,322,955

Given that the cost estimate for the CIG program was prepared by a professional cost estimator, we believe the estimate is both reasonable and market appropriate.

Therefore, through the method(s) stated above, it has been determined the estimated total cost of the goods/services is **\$5,322,955**

The preceding independent cost estimate was prepared by:

Ademola Adekoya, Senior Transportation Planner

Name



Signature

Unit Item Number	Description of Work	Unit	Estimated Quantity	Estimated Unit Price	Estimated Total Cost
GUIDEWAY					
10.01-01	Exclusive Guideway Reconstruction	RM	10.42	1,110,000.00	\$ 11,562,500
10.01-02	Exclusive Guideway Re-Striping	LF	320,000.00	3.00	\$ 960,000
Section 10.01 Subtotal				\$	12,522,500
10.02-01	Semi-Exclusive Guideway Mill and Overlay	RM	0.63	1,200,000.00	\$ 750,000
10.02-02	Semi-Exclusive Guideway Re-Striping	LF	26,000.00	3.00	\$ 78,000
Section 10.02 Subtotal				\$	828,000
STATIONS, STOPS, TERMINALS, INTERMODAL					
20.01-01	Typical Station Platform	EA	35.00	\$ 650,000.00	\$ 22,750,000
20.01-02	End of Line Stations	EA	2.00	\$ 1,000,000.00	\$ 2,000,000
20.01-02	Transit Center	LS	-	\$ 23,500,000.00	\$ -
Section 20.01 Subtotal				\$	24,750,000
SUPPORT FACILITIES: YARDS, SHOPS, ADMIN BUILDINGS					
30.01-01	Operator Facilities/Other Buildings	SF	-	\$ -	\$ -
Section 30.01 Subtotal				\$	-
SITEWORK AND SPECIAL CONDITIONS					
40.01-01	Curb and Gutter Demolition	LF	110,000.00	\$ 25.00	\$ 2,750,000
40.01-02	Clearing and Grubbing	SY	7,500.00	\$ 20.00	\$ 150,000
40.01-03	Roadway Demolition	SY	135,000.00	\$ 15.00	\$ 2,025,000
40.01-04	Median Demolition	SY	67,500.00	\$ 65.00	\$ 4,387,500
40.01-05	Roadway Milling and Overlay	SY	135,000.00	\$ 50.00	\$ 6,750,000
40.01-06	Pavement Marking Removal	LF	346,000.00	\$ 1.00	\$ 346,000
40.01-07	Sidewalk Demolition	SY	17,500.00	\$ 17.00	\$ 297,500
40.01-08	Tree Removal	LS	1.00	\$ 300,000.00	\$ 300,000
Section 40.01 Subtotal				\$	17,006,000
40.06-01	6" Sidewalk Construction	SY	21,500.00	\$ 70.00	\$ 1,505,000
40.06-02	Neutral Ground Construction	SY	20,000.00	\$ 35.00	\$ 700,000
40.06-03	Streetscaping	LS	1.00	\$ 2,000,000.00	\$ 2,000,000
40.06-04	Landscaping	LS	1.00	\$ 1,175,000.00	\$ 1,175,000
40.06-05	Curb and Gutter	LF	110,000.00	\$ 65.00	\$ 7,150,000
Section 40.06 Subtotal				\$	12,530,000
ALLOWANCES					
40.02-01	Miscellaneous Removals	LS	1.00	2%	\$ 1,352,730
40.02-02	Site Utility Coordination	LS	1.00	15%	\$ 10,145,475
40.02-03	Supplemental Street Lighting	LS	1.00	8%	\$ 5,410,920
40.02-04	Drainage Costs	LS	1.00	8%	\$ 5,410,920
40.06-05	Bicycle and Pedestrian Accommodations	LS	1.00	4%	\$ 2,705,460
50.02-01	Traffic Signals	LS	1.00	15%	\$ 10,145,475

New Orleans RTA
BRT Feasibility Study
Estimate of Probable Cost

DRAFT 05/10/2023

50.05-01	Communications	LS	1.00	3%	\$	2,029,095
50.06-01	Fare Collection	LS	1.00	6%	\$	4,058,190
	Allowances Subtotal				\$	
					\$	41,258,265
					\$	108,894,765
TEMPORARY FACILITIES, INDIRECT COSTS						
40.08-01	Project Management and Supervision / General Conditions	LS	1.00	10%	\$	10,889,477
40.08-02	Mobilization	LS	1.00	5%	\$	5,444,738
40.08-03	Erosion Control and Stormwater Pollution Prevention	LS	1.00	2%	\$	2,177,895
40.08-04	Management & Protection of Traffic	LS	1.00	4%	\$	4,355,791
40.08-05	Work Zone Law Enforcement	HR	12,480.00		\$	811,200
40.08-06	Field Office	LS	1.00		\$	500,000.00
	Section 40.08 Subtotal				\$	24,179,101
					\$	133,073,866
ROW, LAND, EXISTING IMPROVEMENTS						
60.01-01	ROW/Property Acquisitions	AC	4.00		\$	250,000.00
	Section 60.01 Subtotal				\$	1,000,000
70.04-01	Bus Vehicles	EA	18.00		\$	1,500,000.00
70.04-02	Electric Vehicle Infrastructure	EA	1.00		\$	1,500,000.00
	Section 70.04 Subtotal				\$	3,000,000
					\$	30,000,000
PROFESSIONAL SERVICES						
80.01-01	Project Development	LS	1.00	3.7%	\$	4,923,733
80.01-02	Public & Stakeholder Engagement	LS	1.00	0.3%	\$	399,222
80.02-03	Construction Management for Design and Construction	LS	1.00	8.0%	\$	7,984,432
80.03-03	Construction Administration & Management	LS	1.00	6.0%	\$	7,984,432
80.04-04	Professional Liability and other Non-Construction Insurance	LS	1.00	1.0%	\$	1,330,739
80.05-05	Legal; Permits; Review Fees by other agencies, cities, etc.	LS	1.00	0.5%	\$	665,369
80.06-06	Surveys, Testing, Investigation, Inspection	LS	1.00	2.0%	\$	2,661,477
80.07-07	Start up	LS	1.00	0.5%	\$	665,369
80.08-08					\$	
	Section 80.01 Subtotal				\$	37,260,682
					\$	201,334,548
	Project Subtotal				\$	80,533,819
	Contingency			40%	\$	281,868,367
	PROJECT TOTAL				\$	

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
EAST-WEST BANK BUS RAPID TRANSIT PRELIMINARY ENGINEERING
AND
NEPA CLEARANCE
REQUEST FOR QUALIFICATIONS (RFQ) #2025-018**

Project Description: The Regional Transit Authority (RTA) is seeking a vendor to provide Bus Rapid Transit Preliminary Engineering and NEPA clearance in RFQ 2025-018.

How to Obtain a copy of the RFQ: Scope of Work and further information concerning the RFQ may be obtained beginning Friday May 16, 2025, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The RFQ can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

Responding to RFQ: Proposals shall be submitted through RTA's Procurement website on or before 4:00 P.M., Thursday June 26, 2025. Any questions or further information concerning this RFQ may be submitted through <https://norta.procurement.com/home> beginning on Friday May 16, 2025. Only written questions submitted through <https://norta.procurement.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFQ #2025-018.

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 32%. **A DBE goal of 30.5% has been established for this project.**

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

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

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

REQUEST FOR QUALIFICATIONS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: East-West Bank BRT Corridor Project Preliminary Engineering and NEPA
Clearance

DATE:

REQUEST FOR QUALIFICATIONS NO. 2025-018

PROPOSAL RECEIPT DEADLINE Thursday June 26, 2025 by 4PM

The Regional Transit Authority Request for Qualifications for the services set forth above in accordance with the scope of work enclosed herewith.

Proposals **MUST** be received at the RTA's Offices by the date and time set as the Proposal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

X Instructions to Proposers

X General Provisions

X Federal Requirements

X Evaluation

X Attachments

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ATTACHMENTS: Scope of Work
Supplier Checklist

1. INSTRUCTIONS TO SUBMITTERS

1.1 QUALIFICATION SUBMITTALS

Submitter's Qualifications shall provide a straightforward, concise delineation of the submitter's capability to satisfy the requirements of the Request for Qualifications. Each Qualification shall be submitted in the requested format and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Qualifications. Each submittal will be signed in ink by a duly authorized officer of the company.

The following items must be submitted as noted in order to be considered responsive.

1. Statement of Qualifications (maximum 30 pages, single spaced, 12-point font):

Each submittal must include a Statement of Qualifications that includes the following information:

- a. Firm Information: name, address, point of contact and contact information details, date submitted to RTA
- b. Project Team: Organization chart of all firms included in submitter's team, roles for each firm, and key staff members and individual roles proposed for this Project
- c. Project Understanding and Approach: Outline objectives of the project, significant opportunities and constraints and key issues, including the following:
 1. Describe your understanding of the East-West BRT route, including the planning work completed to date.
 2. Highlight key design challenges and opportunities, including:
 - a. Integration with the existing transit network.
 - b. Unforeseen circumstances and other risks that could affect the project's success.
 - c. Neighborhood and community considerations that could affect the design process and your approach to community engagement.
 3. Provide your vision for the East-West BRT route, including how the BRT project can improve transit, multimodal transportation options, and livability along the corridor. Also indicate how your design approach will ensure compatibility with the existing fixed route network and future BRT extensions.

4. Provide insights into how your approach will facilitate a balance between innovative solutions, operational efficiency, and adherence to budgetary and regulatory requirements.
 5. Discuss your understanding of NEPA requirements and how the work completed under this solicitation will support the NEPA review process.
 6. Discuss any tools, techniques, perspectives, or any other characteristics that distinguish your approach for executing the scope.
 7. Include strategies for ensuring cost control, schedule adherence, efficient management of the project, and alignment with FTA Small Starts requirements and rating criteria.
- d. Featured Experience: Highlight selected projects from submitted qualifications (see item 3 below) that demonstrate experience relevant to the preliminary engineering design and NEPA clearance for Bus Rapid Transit (BRT) systems, showcasing technical and strategic planning expertise.
2. **Exhibit A: Rate Sheet and Schedule** (see Attachment A)
 3. **Consultant Questionnaire Form**
 4. **Non-Collusion Affidavit**
 5. **Certificate on Primary Debarment**
 6. **Certificate Regarding Debarment– Lower Tier**
 7. **Certification of Restrictions on Lobbying**
 8. **Participant Information Form**
 9. **DBE Form 1 – Contract Participation and DBE Commitment**
 10. **DBE Form 2 – DBE Participation Questionnaire**
 11. **DBE Form 3 – Documentation of Good Faith Efforts (if applicable)**
 12. **DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)**

To be determined responsive, all forms are due on the proposal submittal date.

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at:

<https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts>

Click on “Vendor Form Library” for a list of downloadable forms.

1.2 QUALIFICATIONS SUBMISSIONS

Proposals can be sent electronically through RTA’s ProcureWare system and uploaded through our electronic system <https://norta.procureware.com/home> until 4:00 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Qualifications and shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Qualifications marked on the outside.

1.3 SUBMITTAL REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 4:00 p.m. (Central time) on the date specified as the deadline for the submission.

1. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Qualifications and any addenda. A proposer may discuss this Request for Qualifications and any addenda with the RTA. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests.

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Qualifications and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all proposers at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

2. 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/RTA. 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 seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract 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/RTA 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/RTA 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 and judicial 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/RTA 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/RTA or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/RTA.

On any appeal of the decision of the Director of Procurement/RTA, 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/RTA or his designee shall not be final or conclusive.

A copy of the CEO's/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 the CEO/RTA or the Director of Procurement/RTA to perform the duties provided for in this Paragraph.

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

1.4 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Request for Qualifications and any addenda issued pursuant hereto. An RTA form of a contract will be utilized for this project.

1.5 COST OF QUALIFICATIONS SUBMITTAL

Any costs incurred by submitters responding to this Request for Qualifications in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful submitter.

1.6 SUBMITTAL POSTPONEMENT AND ADDENDA

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 deadline date for submittal receipt. Copies of such addenda shall be furnished to all prospective submitters. Where such addenda require changes in the services, the final date set for submittal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective submitters to revise submittals.

1.7 CANCELLATION OF REQUEST FOR QUALIFICATIONS

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

1.8 SUBMITTAL REJECTION

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

1.9 SINGLE SUBMITTAL RESPONSE

If only one submittal is received in response to this Request for Qualifications, once a scope of work is negotiated with the respondent, a detailed cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable. Award of a contract to the only submittal received in response to this Request for Qualifications may be subject to approval by the FTA.

1.10 SUBMITTAL WITHDRAWAL

Prior to the date and time set for the Submittal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile or electronic notice. If submittals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the submittal receipt deadline. After the Submittal Deadline, submittals may not be withdrawn for sixty (60) calendar days.

1.11 ACCEPTANCE OF SUBMITTALS

Once the most qualified firm is determined, a scope of work and corresponding fee will be negotiated by the RTA with the most qualified firm. Upon acceptance, in writing by RTA, of the scope of work and corresponding fee to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Submitter to furnish and deliver all services as specified herein in accordance with conditions of said accepted submittal and this Request for Qualifications, as negotiated.

1.12 EVALUATION OF SUBMITTALS

All submittals received will be evaluated pursuant to the Brooks Act. The evaluation criteria are provided in this Request for Qualifications. Price shall not be considered during the evaluation of submittals. The submittal receiving the highest point total during the evaluation phase of the selection process will be called in for scope of work and fee negotiations. The contract will be awarded to the most qualified firm for which fair and reasonable compensation can be determined. RTA shall have the right to conduct any reviews it deems necessary and audit the business records of any and all submitters to determine the fairness and reasonableness of the offer.

1.13 AWARD PROCEDURE

Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a minimum, consist of this Request for Qualifications and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.14 OFFERS

Each fee submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the scope of services pursuant to the specifications provided herein. Any omissions derived from such specifications which are clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Qualifications.

1.15 ADDENDA

Submitters shall acknowledge receipt of all addenda to this Request for Proposals. Acknowledged receipt of each addendum shall be clearly established and included with each proposal. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

RFQ 2025-018

2. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular way 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 Request For Qualifications, 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 RTA or 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 understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(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, and 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/or RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and/or 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 Request For Proposals, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

2.23 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.

2.24 CONTRACT PERIOD

The term of this contract shall be set forth in the contract agreement.

2.25 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.

2.26 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.

2.27 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>

2.28 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.

2.29 GEOGRAPHIC RESTRICTIONS

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

2.30 PROMPT PAYMENT

Payment shall be made 30 days from date of approved and accepted invoice unless changed in the contract agreement. 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 subcontractor’s 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 Request For Proposals 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.

2.31 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 and 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.

2.32 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 Vice President-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 Vice President-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.

2.33 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.

2.34 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.

2.35 PARTICIPANT INFORMATION FORM

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

2.36 NON-COLLUSION AFFIDAVIT

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

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. **For this solicitation**, RTA will accept certification of DBE firms the following government agencies:

- **Louisiana Department of Transportation and Development, Louis Armstrong New Orleans International Airport and New Orleans Regional Transit Authority – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>**

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE or DBE firms listed on these forms after submission of the bid must be requested

through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.

3. 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 proposal. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the proposal as it applies to the RFP 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 –

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create level playing field in which DBE's can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
5. To help remove barriers to the participation of DBE's in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace 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 subrecipient, 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 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in

any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

3.18 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.

3.19 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.

3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. EVALUATION CRITERIA

4.1 BROOKS ACT/QUALIFICATIONS BASED EVALUATION

All submittals in response to this solicitation shall be evaluated pursuant to the Brooks Act. Therefore, price shall not be considered during the technical evaluation of the submittals. Each submittal will undergo an administrative evaluation. Note Paragraph 4.2 ADMINISTRATIVE EVALUATION, below. Upon completion of the administrative evaluation, responsive submittals will be distributed, for review only, to the Technical Evaluation Committee. Following the collection of submittals, a Technical Evaluation Committee meeting will be held to complete the evaluation of the submittals. Following the technical evaluation process, the RTA will select the highest ranked submitter for contract negotiations.

4.2 ADMINISTRATIVE EVALUATION

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFQ.

4.3 TECHNICAL EVALUATION CRITERIA

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values (in parentheses) to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

1. Capabilities and Experience (40 points)

- Demonstrated expertise in all phases of BRT route and station design and system operations including vehicle and fare payment technology.
- Demonstrated expertise in other technical competencies relevant to the project design, including civil engineering, complete streets and streetscape design, bus fleet planning, cost estimating, safety reporting/compliance, scenario modeling, traffic analysis, and ridership forecasting.
- Familiarity with the Construction Manager At Risk (CMAR) method of project delivery
- Demonstrated understanding of NEPA processes; demonstrated experience achieving environmental clearance on projects of a similar scale.
- Demonstrated understanding of the FTA's Small Starts program including application timelines and evaluation criteria.
- Qualifications of key personnel in performing related work who will be assigned to this project and quality of relevant experience.
- Familiarity with New Orleans and experience with transit projects in urban environments similar to New Orleans.

2. Project Approach and Methodology (40 points)

- Submitter's understanding of RTA Project goals and scope requirements, and potential risks, gaps, and challenges.
- Quality of proposed approach/paradigm for public outreach and stakeholder engagement, including approach for integrating public input into the design process and design outcomes.
- Quality of approach for designing the BRT route through a diversity of street typologies and communities.
- Quality of approach for balancing the core design objective (BRT) with ancillary opportunities (e.g. complete streets improvements, enhanced quality of life along the route).
- Quality of approach for designing with cost control in mind while also designing to meet the project's core objectives.
- Quality of approach to the organization and management of the Project including managing the technical aspects of the project, establishing a vision and goals, and managing the schedule and budget.

3. Team Composition and Partnership Strength (20 points)

- Participation of DBE firm(s) including overall DBE goal as well as specific role and proposed work for each DBE firm.
- Organization and composition of the full project team, including prime, subcontractors, or joint venture partners, if applicable, and processes used to ensure project coordination among multiple firms, if applicable.
- Internship and/or apprenticeship opportunities, particularly for high-school and higher education students in the New Orleans region.
- Any exceptional or value-added features or capabilities; may include ideas that are not specifically addressed in the scope of work.

4.4 CONTRACT AWARD

RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Once the most qualified firms are determined, a scope of work and corresponding fee will be negotiated by the RTA with the most qualified firms. Upon acceptance, in writing by RTA, of the Scope of Work and corresponding fee to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.

4.5 OVERHEAD RATES

Submitter will complete Exhibit A (Rate Sheet and Schedule) as part of Qualifications Materials. The successful Submitter will be required to submit an audited overhead rate during contract negotiations.

EAST-WEST BANK BUS RAPID TRANSIT PRELIMINARY ENGINEERING AND NEPA CLEARANCE

SCOPE OF SERVICES

I. INTRODUCTION

A. OVERVIEW

The New Orleans Regional Transit Authority (RTA) seeks proposals from qualified firms for preliminary design, engineering, and environmental review services related to the development of the East-West Bank Bus Rapid Transit (BRT) Corridor Project, the first BRT line in the New Orleans metro area. The BRT route will serve as a critical cross-town route that will connect New Orleans East and the West Bank and will provide convenient service from these neighborhoods and others to the Central Business District (CBD).

The Project builds upon the findings of the BRT East-West Bank Corridor Plan and follows the alignment identified in the Locally Preferred Alternative (LPA) as the optimal corridor for implementing BRT. The RTA envisions a premium BRT line that functions as a fixed-guideway service through bus priority lanes, signal prioritization, off-board fare collection, and modern station amenities that will significantly reduce travel times and improve rider comfort and access.

B. BACKGROUND

The proposed East-West Bank BRT Corridor route spans approximately 15.1 miles, with terminal stations at the New Orleans East Hub (located at Lake Forest Blvd. and Read Blvd.) and the Algiers Park & Ride (at Wall Blvd.). The route will also serve the planned Downtown Transit Center (DTC) at Basin St. and Canal St. in the Central Business District—a key transfer point for twenty-two bus routes and streetcar lines.

The Locally Preferred Alternative (LPA) has identified several key corridor segments for inclusion in the final alignment. These include:

1. Segment A: Connecting New Orleans East with the Central Business District (CBD) via Chef Menteur Highway and Claiborne Avenue.
2. Segment B: West Bank alignment to General De Gaulle Drive, linking to Algiers Park & Ride.
3. Segment C: Serving critical transfer points at Canal Street and along Loyola Avenue in downtown New Orleans.

These segments were chosen based on factors such as connectivity, population density, employment hubs, transit ridership, and community

support. Together, they aim to significantly enhance commuter mobility by reducing travel times and improving service reliability along these corridors. The project will include the construction of stations along the locally preferred route.

Fig 1.0 The Proposed East-West Bank BRT Corridor Project Route



Key features of these stations will include:

- **Raised Platforms:** Enabling near-level boarding for improved accessibility and expedited boarding and alighting.
- **Station Designs and Locations:** Strategically placed to minimize dwell times, such as far-side stops where appropriate.
- **Station Shelters:** Providing weather protection for passengers.
- **Off-Board Fare Collection:** Accelerating the boarding process.
- **Additional Rider Amenities:** Including ticket vending machines, seating areas, bike storage facilities, landscaping, and real-time arrival displays to enhance the passenger experience.

The East-West Bank BRT Corridor line will also include the following design features to ensure comfortable, convenient, and reliable service:

- **Bus Priority Treatments:** An estimated 70% of the route is planned for transit-only lanes. Queue jumps and transit signal priority (TSP) will also be incorporated into the design to minimize delays and ensure that schedules are fast and reliable.
- **Rolling Stock:** Vehicles will be selected to provide ample passenger capacity and ensure compatibility with the station design (e.g., left side vs. right-side boarding). The vehicles will support all-door boarding to reduce dwell times and utilize a propulsion system that is optimized for the route's operational demands while aligning with RTA's evolving fleet technology and sustainability goals.
- **Branding Elements:** A distinct and cohesive rapid transit experience will be established through consistent colors, signage, and station design to enhance visibility and usability.
- **Enhanced Streetscape Design:** Incorporating ADA-compliant infrastructure and people-oriented design to improve safety, accessibility, and comfort for all users along the BRT corridor, including pedestrians and cyclists.

This BRT initiative builds upon prior studies and related efforts, including:

- **East-West BRT Feasibility Study (2023):** Identified the Locally Preferred Alternative (LPA) for the BRT route. This can be accessed online:
[\[https://www.norta.com/getmedia/45a85e0f-4b04-48ff-b3b0-6c4dee37685e/NORTA_BRT_MasterDraft_Revised_11823.pdf\]](https://www.norta.com/getmedia/45a85e0f-4b04-48ff-b3b0-6c4dee37685e/NORTA_BRT_MasterDraft_Revised_11823.pdf)
- **Strategic Mobility Plan (SMP):** Provides a framework for integrating rapid transit into the broader RTA transit network. The SMP can be accessed online:
[\[www.norta.com/getmedia/f290064c-6325-47ea-8875-6d7c5b0cc808/SMP-2023-Update.pdf\]](http://www.norta.com/getmedia/f290064c-6325-47ea-8875-6d7c5b0cc808/SMP-2023-Update.pdf).
- **Transfer Facility Program:** Supported by FY21 RAISE funds, this program enhances six key transfer hubs, several of which are located along the BRT route. The program is informed by a Mobility Hubs Study, which can be accessed online:[\[https://www.norta.com/current-projects/mobility-hubs-improvement\]](https://www.norta.com/current-projects/mobility-hubs-improvement).
- **Downtown Transit Center (DTC):** A major transfer hub for the BRT system, equipped with rider amenities and battery electric bus charging infrastructure to support new Low/No Emissions buses. The DTC Feasibility Study can be accessed online:
[\[https://www.norta.com/current-projects/downtown-transit-hub\]](https://www.norta.com/current-projects/downtown-transit-hub).

The Project has been accepted into the Federal Transit Administration's (FTA) Capital Investment Grant (CIG) Program and is currently in the Project Development phase.

C. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The RTA seeks to establish a contract with a qualified firm to provide preliminary design and engineering services (30% design) and NEPA (National Environmental Policy Act) compliance support services for the proposed BRT East-West Bank Corridor project. The selected firm will also support RTA's preferred project delivery method of Contract Management at Risk (CMAR) in preparation and through the selection of a CMAR contractor.

D. AWARD

RTA intends to award the Contract resulting from this Solicitation to the responsive, responsible Proposer who meets all RFQ requirements and is determined to be the most advantageous to RTA. RTA does not represent or guarantee any minimum purchase. This Solicitation does not obligate RTA to contract for the services specified herein. RTA reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

E. CONTRACT TERM

The initial term of the Contract resulting from this RFQ will be for three (3) years. RTA reserves the option to extend this Contract as needed to accomplish any additional items determined by RTA to be relevant to completion of the Scope of Work. The primary work is expected to be completed no later than November 2026.

II. REQUIRED TECHNICAL ABILITIES

The RTA seeks a respondent firm or team of firms with the following experience, expertise, and capacity, ensuring a community-focused and technically robust preliminary design and environmental review phase for the BRT Project:

A. BRT DESIGN EXPERTISE

The successful respondent must have the skills and experience to execute all technical aspects of BRT preliminary design, including:

1. Transit lane design, including transit-only lanes, queue jumps, and mixed traffic lanes.
2. Pavement analysis to determine pavement repair/replacement needs.
3. Utility analysis to accurately identify the locations of subsurface utilities that could impede or complicate the construction of the BRT line.
4. Routing and Station Design, including center-running vs. curb running segments, Transit Signal Priority (TSP) systems, station amenities and detailed station design features.

B. FAMILIARITY WITH NEPA AND EXPERIENCE OBTAINING NEPA CLEARANCE

The successful respondent must be able to demonstrate a comprehensive understanding of NEPA and experience securing NEPA clearance, including but not limited to:

1. NEPA classes of action and NEPA vocabulary and processes generally.
2. NEPA review standards and thresholds, including required documentation, typical concerns and areas of emphasis from reviewers, and strategies for securing clearance.
3. Review timelines and the interface between NEPA review, the design schedule, and the overall design process.

C. LOCAL KNOWLEDGE AND EXPERIENCE

The successful respondent must demonstrate a thorough understanding of designing in conditions similar to New Orleans including, but not limited to:

1. Soil conditions to ensure structural stability and durability of roadways and stations.
2. Historic streets and utilities including reconfigured and legacy underground utilities and stormwater systems.
3. Permitting processes and maintaining compliance with all local and state regulations.

4. A State Department of Transportation that does not have extensive experience in reconfiguring legacy highways and implementing complete streets principles.
5. Zoning regulations to identify constraints and opportunities for station placement and routing.
6. Other local factors, such as climate resilience and floodplain considerations which could impact the project.
7. Actual planning, design, and/or infrastructure experience in New Orleans itself.

D. KNOWLEDGE OF BUS VEHICLE TYPES AND FARE COLLECTION SYSTEMS

The successful respondent must demonstrate a thorough understanding of bus vehicle types and fare payment methods and technologies to ensure a) the successful integration of the BRT fleet into the larger RTA bus fleet and b) efficient BRT fleet operations and maintenance. Specific areas of expertise in this regard include but are not limited to:

1. Familiarity with vehicle types (e.g. 40' vs. 60' buses, right side vs. left side boarding) and propulsion systems (e.g. hybrid vs. battery electric).
2. Considerations of vehicle capacity, maintenance efficiency and cost, maintenance facility capacity, and operational interoperability with the broader bus fleet.
3. Knowledge of low/no-emissions bus technology and depot and on-route charging infrastructure.
4. Experience with fare payment systems that minimize fare evasion while facilitating rapid boarding and efficient operations.

E. KNOWLEDGE OF SAFETY PRINCIPLES AND PRACTICES FOR TRANSIT AND PUBLIC SPACES

The successful respondent must demonstrate a knowledge of and expertise in safety principles and reporting requirements, including but not limited to:

1. FTA-compliant Safety and Security Certification (SSC).
2. Crime Prevention Through Environmental Design (CPTED) principles and hazard analyses.
3. Safety and Security Certification Programs (SSCP) for transit agencies.

F. EXPERTISE IN STREETScape DESIGN AND COMPLETE STREETS PRINCIPLES

The successful respondent must have extensive experience in streetscape design with a particular focus on transforming inhospitable, automobile-oriented corridors into aesthetically appealing complete streets that enhance livability and welcome all modes of transportation. Respondents should also

have expertise in incorporating safety considerations, including CPTED principles, into streetscape designs.

G. EXPERIENCE WORKING WITH A CONSTRUCTION MANAGER AT RISK (CMAR)

The successful respondent must have experience working on design projects that have a CMAR delivery method including:

1. Preparing design documents compatible with a CMAR project delivery approach.
2. Collaborating effectively with a CMAR to maintain alignment with the project's Guaranteed Maximum Price (GMP).

H. EXPERIENCE WITH COST CONTROL PRACTICES AND PREPARING COST ESTIMATES

The successful respondent must have experience with cost estimating and incorporating cost control at all design stages, balancing operational efficiency and quality with the project budget. The respondent must have experience preparing detailed, accurate cost estimates at discrete design phases, such as the completion of schematic and design development drawings. The respondent must also understand Federal Transit Administration (FTA) funding requirements, identifying eligible and ineligible expenses for the project.

I. EXPERIENCE WITH COMMUNITY-INFORMED DESIGN PROCESSES

The successful respondent must have a track record of leading community-informed design processes in which meaningful public outreach is effectively incorporated into design outcomes. The respondent must have experience with:

1. Working in diverse neighborhoods that may have differing and conflicting priorities.
2. Preparing visual materials, such as graphics and renderings, to “tell the story” of a project and to help stakeholders and the public in understanding proposed designs and their impacts.
3. Participating in a range of outreach activities, from formal presentations to community meetings.
4. Supporting community activation initiatives such as pop-up engagement events, transit art projects, and collaborative neighborhood workshops to foster a sense of ownership and inclusiveness in the design process.

J. EXPERTISE IN TECHNICAL SCENARIO PLANNING AND RIDERSHIP PROJECTIONS

The successful respondent must have the technical skills to prepare a wide range of scenarios and analyses that will inform the design of the East/West BRT project. These include but are not limited to:

1. Scenario modeling to evaluate the impacts of design decisions on BRT efficiency, automobile traffic, and levels of service.
2. Developing ridership projections as design features and operational assumptions are fine tuned.

K. PROJECT MANAGEMENT

The successful respondent must demonstrate exceptional project management capabilities for design projects of a similar scale and complexity. Demonstrated project management skills shall include but not be limited to:

1. Conducting regular design meetings and detailed page-turn reviews to ensure alignment with client goals.
2. Adhering to project schedule and key milestone dates.
3. Tracking, managing, and mitigating project risks that pertain to the design phase.
4. Responding to data requests and reporting requirements.
5. Cultivating internship opportunities for local students and young professionals to gain hands-on experience.

III. SCOPE OF WORK

TASK 1: DEVELOP OUTREACH STRATEGY

1. In coordination with RTA capital projects and communications staff, prepare an outreach strategy that will include an outreach timeline and optimal methods to solicit feedback from adjacent neighborhoods, community groups, and stakeholders.
2. As part of this strategy, identify key stakeholders and critical issues. Identify community “decision space” and plan outreach appropriately.
3. Establish meeting parameters, guidelines, and proposed membership structure for both a Technical Advisory Committee consisting of subject matter experts (City, DOTD, utility partners, etc.) and a Community Advisory Committee consisting of residents and community stakeholders. The role of these committees will be to provide input into the design features of the project.
4. Identify effective community meeting formats and techniques, along with supporting outreach materials, which will encourage meaningful feedback and foster productive dialogue. Additionally, explore the use of virtual reality or interactive digital platforms to enable the community to visualize proposed designs and actively contribute their input.
5. Assume up to 15 community meetings (in person and virtual) for this phase. Consultant will not be responsible for meeting logistics and coordination as those will be the responsibility of RTA communications staff. Rather, consultants shall provide staff at these meetings to answer technical questions and to complete graphics, maps, and other illustrative materials to present key issues to the public. These community meetings would be in addition to any Technical Advisory Committee and Community Advisory Committee meetings.
6. Assume up to 10 small scale meetings, including presentations before neighborhood and stakeholder groups and one on one discussions with elected officials and other stakeholders.
7. Develop a plan and schedule for meaningfully incorporating public input into the 30% BRT design documents.

Deliverables: Draft and final Outreach Strategy

TASK 2: IMPLEMENT OUTREACH STRATEGY

1. In coordination with RTA capital projects and communications staff, provide strategic input, staffing support, and graphical support to implement the Outreach Strategy completed in Task 1.

Deliverables: Staffing, strategic input, and graphical support to implement the Outreach Strategy

TASK 3: CORRIDOR CONDITIONS ASSESSMENT

1. Complete a detailed current conditions assessment of the BRT route, including detailed qualitative and quantitative assessments of myriad features of the corridor. The assessment shall include:
 - a. Topographic data and geotechnical analysis at the proposed station locations and as needed in any other locations along the route.
 - b. Pavement type and condition.
 - c. Condition of pedestrian and bicycle infrastructure.
 - d. Inventory of traffic signals.
 - e. Current street sections throughout the route.
 - f. Field-verified, dimensioned drawings of the entire corridor in its current condition, including right of way (ROW) dimensions, easements, and servitudes.
 - g. Above ground utilities along the entirety of the corridor and below ground utilities wherever any sub-surface work associated with the BRT route will take place. Inventory of sub-surface utilities will rely on existing records as well as field investigations using available technology to determine, to the greatest accuracy possible, the location of sub-surface infrastructure.
 - h. Identification of major choke points.
 - i. Traffic counts and levels of service along the route.
 - j. Existing RTA and JP Transit fixed routes, both along the corridor and intersecting the corridor.
 - k. Aesthetic/walkability/complete streets assessment of the corridor.
 - l. Any other information on the current conditions of the corridor that is necessary to inform not only the 30% design but design documents up to and including 100% construction documents.
2. Develop a design review, permitting path, and permitting schedule with the City of New Orleans (for route segments under local jurisdiction) and LaDOTD (for route segments under State jurisdiction).

Deliverables: Draft and final Corridor Condition Assessment in .pdf, CAD, and GIS format, as applicable for the data collected

TASK 4: PROJECT MANAGEMENT AND COORDINATION

1. Create and manage a detailed project schedule leading up to the completion of the 30% design documents.

2. Integrate key milestones, dependencies, and critical path items to ensure timely progression.
3. Complete overall project schedule through construction completion, including funding application and FTA Small Starts review process, community outreach, design reviews, and local and State permitting and approvals.
4. Conduct weekly meetings with the RTA capital projects team to monitor progress, identify impediments, and review/forecast project schedule.
5. Assist the RTA team in the development and continuous refinement of the project risk register.
6. Implement risk mitigation strategies to preemptively address potential project delays or cost escalations.
7. Act as a liaison for coordination meetings with key partner agencies, including FTA, LaDOTD, the City of New Orleans, and the Regional Planning Commission.
8. Provide timely updates and technical documentation required for submission to the Project Management Oversight Contractor (PMOC).
9. Provide monthly progress reports, including a one-month look ahead and updated design schedule and project schedule.
10. Maintain comprehensive records of meeting agendas, minutes, and action items from biweekly project status meetings.

Deliverables: 30% design schedule, Comprehensive project schedule, Risk register updates, meeting agendas and notes for biweekly status meetings, and PMOC reporting

TASK 5: DESIGN CRITERIA DOCUMENT

1. Building on the already completed East-West BRT feasibility study, develop a comprehensive design criteria document for the BRT route. The document shall include all aspects of the system design including, but not limited to, Guideway, Structural, Civil, Facilities, Vehicles, Communications, and ITS. This document shall be crafted in close coordination with RTA capital projects, asset management, planning and scheduling, operations, and IT staff.

Deliverables: Draft and Final Design Criteria Document

TASK 6: DRAFT 30% ROUTE AND STATION DESIGN

1. Develop a comprehensive 30% East West BRT design, including:
 - a. Detailed route alignment and station locations, including verification of the adopted LPA or any proposed modifications to the LPA.
 - b. Identify bus priority treatments along the route such as queue jumps, TSP, and dedicated transit lanes.

- c. Recommended scope of improvements to address pavement deficiencies (e.g. patch vs. full reconstruction).
 - d. Proposed integration with existing RTA and JP Transit services, both along the route and at key transfer hubs.
 - e. Station design including platform design, branding, bus queuing, passenger and operator facilities, real time information displays, ticket vending machines, security cameras, shelters, seating, and accessibility features.
 - f. Recommendations on Guided Bus Systems for improving docking precision and boarding/alighting efficiency, particularly for wheelchair users.
 - g. Up to 10 conceptual renderings of representative stations and route segments.
2. Design details shall include:
 - a. Dimensional street, sidewalk, and bicycle facilities configurations along the route.
 - b. Cross sections.
 - c. Signal plan sheets, including TSP.
 - d. Sidewalk and curb ramp design.
 - e. Streetscape, landscape, and stormwater management design, both at the stations and along the route.
 - f. Pavement marking design.
 - g. Station and support building architectural design.
 - h. Lighting and signage plan, both for the stations and along the route.
 - i. IT and communications plan.
 3. While designing to minimize utility conflicts and relocations, identify those conflicts that are unavoidable, initiate coordination with utility providers, determine adequate utility service for stations, and include utility relocation plans in the 30% design. Additionally, incorporate detailed plans for addressing utility relocation challenges or contingencies if conflicts arise, ensuring that all potential issues are accounted for in the design process.
 4. Integrate into the design the community feedback received in Task 2, the conditions assessment completed in Task 3, and the feedback received from the CMAR during the 30% design process.
 5. Prepare detailed recommendations on fleet, fare technology, and fare collection on the BRT fleet so that they may be integrated into and

compatible with the station design and broader RTA fleet and maintenance priorities (interoperability, ease of maintenance, facility capacity).

6. Identify ROW acquisition needs along the route, if any, and prepare a Real Estate Acquisition Management Plan (RAMP), as needed and in accordance with FTA guidelines.
7. In preparing the 30% design, coordinate closely with separate but related design and planning initiatives that the RTA is managing:
 - a. Design of the DTC and the Basin Street/Elk Place corridor that feeds into the DTC.
 - b. Design of major mobility hubs.
 - c. Next generation RTA shelter design.
 - d. Planning study for equitable transit-oriented development adjacent to the BRT stations.
 - e. Fare modernization study.
8. Ensure alignment with the goals outlined in RTA's Strategic Mobility Plan and adherence to all relevant local, state, and federal regulations.
9. To the extent that costs are feasible, within budget, and allowed as project costs, coordinate with the City of New Orleans, LaDOTD, Regional Planning Commission, and other partners to incorporate bike, pedestrian, and streetscape improvements in the 30% design.
 - a. To the extent that such improvements are deemed outside of the scope of the BRT project, ensure that the 30% design is compatible with planned ROW improvements along the corridor.
 - b. Ensure that the project schedule developed in Task 4 reflects the schedule and interdependencies associated with complementary ROW improvements along the route.
10. Complete a detailed page turn of the draft 30% set with RTA staff and with partner agencies (City of New Orleans, LaDOTD) to solicit feedback on the design and identify key items to be addressed in subsequent design phases.

Deliverables: 30% Route and Station Design, BRT fleet and fare payment plan, RAMP plan as needed. Deliverables shall be in in pdf, CAD, and GIS format, as applicable.

TASK 7: COST ANALYSIS AND CAPITAL INVESTMENT GRANT ANALYSIS

1. Complete a cost estimate of the 30% design including appropriate design contingency, year of expenditure, and opportunities for scope

modifications and cost savings. Input cost estimate into Standard Cost Category spreadsheet.

2. Prepare a financial plan, including the cost estimate, that will also include:
 - a. Completed Small Starts Financial Template.
 - b. Funding sources.
 - c. Proposed project capital budget in both constant year and year of expenditure.
 - d. Annual operating and maintenance (O&M) expenses for the project.
3. Complete a review and analysis of the draft 30% design completed in Task 6 to ensure that the design is sensitive to Small Starts preliminary rating criteria.
4. Identify potential design adjustments or operational strategies and provide associated recommendations to enhance the project's rating under CIG rating criteria, thereby improving the project's competitiveness for Small Starts funding.
5. Provide all analyses, drawings, and other materials necessary for FTA Evaluation and Rating of the East/West BRT project, which will conclude the Project Development phase of the CIG process.

Deliverables: Cost estimate, cost analysis, FTA scoring and evaluation analysis, and materials for FTA Evaluation and Rating

TASK 8: RIDERSHIP, PERFORMANCE, AND SCHEDULING ANALYSIS

1. Complete ridership forecasts based on the draft 30% design and in consultation with RTA planning and scheduling staff.
2. In coordination with RTA planning and scheduling staff and in tandem with Task 9 (below), prepare an operations plan for the BRT route including schedule, headways, and O&M costs.

Deliverable: Ridership forecasts and operations plan

TASK 9: TRAFFIC MODELING AND ANALYSIS

1. Conduct traffic modeling and analysis to evaluate the impacts of the BRT system on existing intersections and traffic patterns, focusing on critical locations and potential choke points along the route.
2. In tandem with Task 6, use the analysis to inform design decisions, including lane configurations, transit signal priority (TSP), and queue jumps.
3. Assess the effects of dedicated transit lanes, signal priority, and station placement on overall traffic flow. Provide recommendations to balance

automobile traffic impacts against the primary goal of delivering efficient, convenient, and safe BRT service.

4. Ensure that design recommendations based on this analysis align with project goals, including prioritizing BRT operations, safety, accessibility, and complete streets principles while maintaining acceptable traffic performance.

Deliverable: Traffic Analysis

TASK 10: PRELIMINARY HAZARD ANALYSIS

1. Incorporating both RTA and FTA practices and protocols, complete a comprehensive preliminary hazard analysis of the draft 30% design. This report shall document potential safety hazards and risk mitigation measures included in the 30% design and shall note safety considerations that will have to be addressed as the design advances to 100% construction documents.

Deliverable: Preliminary Hazard Analysis

TASK 11: FINAL 30% DESIGN AND UPDATED TECHNICAL REPORTS

1. Based on feedback from RTA staff and partner agencies (City, LaDOTD) on the draft 30% design, prepare a final set of 30% design documents.
2. The final 30% design set shall also incorporate the results of the Task 7-10 analyses and any feedback from RTA staff on the Task 7-10 deliverables to refine and improve the schematic design.

Deliverables: Final 30% Design and Updated Deliverables for Tasks 7-10 based on changes/updates to the design made in Task 11

TASK 12: NEPA DOCUMENTATION

1. Prepare design-related materials, technical reports, and documentation to facilitate the environmental review process under NEPA.
2. Collaborate with the RTA to address design-related issues that may arise during the environmental review process and incorporate NEPA considerations into Tasks 6 and 11 as appropriate.
3. Assist the RTA in responding to inquiries from relevant agencies and the public regarding design aspects that impact environmental compliance.
4. Assist the RTA with completing all forms, checklists, and technical reports necessary to complete environmental review. These include:
 - a. Documented Environmental Checklist Document and supporting studies and documentation, completed per FTA guidelines.
 - b. Class of Action Request.

- c. Analysis of potential construction impacts.
- d. Development and revisions of the Area of Potential Effect (APE).
- e. Analysis of the project's impact on the APE for:
 - i. Traffic and congestion impacts.
 - ii. Aesthetic impacts.
 - iii. Air quality.
 - iv. Environmental justice.
 - v. Floodplain.
 - vi. Hazardous materials.
 - vii. Noise and vibration.
 - viii. Farmlands.
 - ix. Water quality.
 - x. Cultural integration and branding incorporate local elements to enhance community identity.
- f. Section 106 historic review including:
 - i. Archeological and historic survey reports.
 - ii. Determination of eligible properties.
 - iii. Determination of effect.
 - iv. Consultation with Historic Districts Landmarks Commission (HDLC) as appropriate.
- g. Phase 1 environmental report for the corridor.
- h. Phase 2 evaluations on all necessary properties and as recommended by the Phase 1 evaluation.
- i. Attend meetings as necessary with FTA, State Historic Preservation Office (SHPO), and any other entities involved in the review process.
- j. In coordination with RTA communications team, staff and support two public meetings specifically related to environmental review. These meetings are in addition to the public meetings and outreach activities described in Tasks 1 and 2.

IV. SUBMISSION DOCUMENTS

Exhibit A Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as ___% of _____.



East-West Bank Bus Rapid Transit

Preliminary Engineering and NEPA Clearance

RFQ No. 2025-018

June 26, 2025



Submitted to:

New Orleans Regional Transit Authority

Ms. Lona Hankins
Chief Executive Officer
New Orleans, LA

June 26, 2025

New Orleans Regional Transit Authority (RTA)
Ms. Lona Hankins, Chief Executive Officer
2817 Canal Street
New Orleans, LA 70119

RE: RFQ No. 2025-018, East-West Bank Bus Rapid Transit Preliminary Engineering and NEPA Clearance, Including Addendum #1 Received June 23, 2025

Dear Ms. Hankins and Members of the Selection Committee:

The New Orleans Regional Transit Authority (RTA) envisions the East-West Bank Bus Rapid Transit (BRT) as a transformative project—delivering faster, more frequent, and more reliable service that enhances mobility, advances equity, and strengthens the regional transit network. The corridor connects established destinations and underserved communities while unlocking new opportunities for housing, economic development, and neighborhood revitalization.



Rooted in the community, our team pairs national expertise with deep local knowledge. AECOM Technical Services, Inc. (AECOM) maintains a long-standing presence in New Orleans, with team members on this project who rely on RTA service daily and offer firsthand insights into the rider experience. **Project Manager Kelly Duggan, AICP**, and **Deputy Project Manager Jonathan McDowell, PE**, are both locals who bring deep familiarity with the city's infrastructure and neighborhood context. We have worked extensively with the RTA, the City of New Orleans, and the Louisiana Department of Transportation and Development (LADOTD), and know the permitting, infrastructure, and engagement landscape needed to move this project forward. Our team also includes trusted local partners—**Integrated Logistical Support, Inc. (ILSI Engineering), Wingate Engineers, LLC, Infinity Engineering Consultants, LLC, Urban Systems, Inc., GOTECH, Inc., Creativity Justified, LLC, Civil Design & Construction, Inc.**, and **Boothman Global, PBC**—which bring decades of experience delivering transit and roadway projects in New Orleans. These firms will be more than contributors; they will be embedded in every project phase. Through this collaboration, we are committed to mentoring local professionals through technical analyses, design development, and stakeholder coordination, building lasting expertise that will strengthen the local workforce far beyond this corridor. **Together, we will deliver a BRT system designed for the people who rely on transit the most and compelling enough to become the first choice for riders who have other options.**



AECOM brings unmatched experience in **rolling out first-time BRT systems** in cities across the country. We understand what it takes to introduce this new mode—from navigating infrastructure and operations to fostering community buy-in. We help agencies launch successful systems that deliver from day one. **BRT Design Lead Christina Edgar PE** brings national experience from the delivery of major BRT projects across the country and will guide the design process with a focus on reliability, performance, and delivery. **We are ready to help RTA set a new standard for premium transit in New Orleans.**



Expedited project delivery isn't just about building infrastructure—it's about bringing faster high-quality service to the public. We understand the urgency of RTA's goals and bring proven tools to accelerate progress: strategic phasing, early permitting coordination, utility conflict identification, and design approaches that anticipate construction. Our experience delivering BRT in Houston, Columbus, Denver, Los Angeles, Grand Rapids, Madison, and Milwaukee helps us avoid common delays and keep projects moving toward implementation, on time and with confidence.

We are excited to help RTA deliver a system that is fast, frequent, and fair—one that reflects the unique character of New Orleans while expanding access and opportunity across the city. We are ready to make the East-West Bank BRT **a model for the region and a point of pride for the community.**

Sincerely,

AECOM Technical Services, Inc.



Thomas Hunter
Principal-in-Charge
(225) 279-7202 | tom.hunter@aecom.com



Kelly Duggan, AICP
Project Manager
(225) 603-3761 | kelly.duggan@aecom.com

Our Proposal Roadmap

AECOM understands the complexity and importance of this project for RTA and the community it will eventually serve. Through the RFQ evaluation criteria, statement of qualifications requirements, and required technical abilities, RTA has outlined a clear and comprehensive set of skills and experience needed from its project partner. To support the review process and demonstrate our alignment with RTA expectations, we have structured our proposal around the following visual roadmap. Each page also includes a callout box highlighting the relevance of the proposal content.

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8,12, 20,21 C4	State DOT Without Experience Reconfiguring Legacy Highways (Complete Streets)
6,14 C5	Zoning Regulations
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TECHNICAL ABILITIES	
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11,23 D1	Familiarity with Vehicle Types and Propulsion Systems
11,23,24 D2	Considerations of Vehicle Capacity, Maintenance, etc. with Broader Fleet
3,23 D3	Knowledge of Low/No-Emissions Bus Technology and Charging
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7,24 K3	Track, Manage, Mitigate Project Risks that Pertain to Design Phase
6,7,24 K4	Respond to Data Requests and Reporting Requirements
4 K5	Cultivate Internship Opportunities for Local Students and Young Professionals

1

Statement of Qualifications



01. Statement of Qualifications

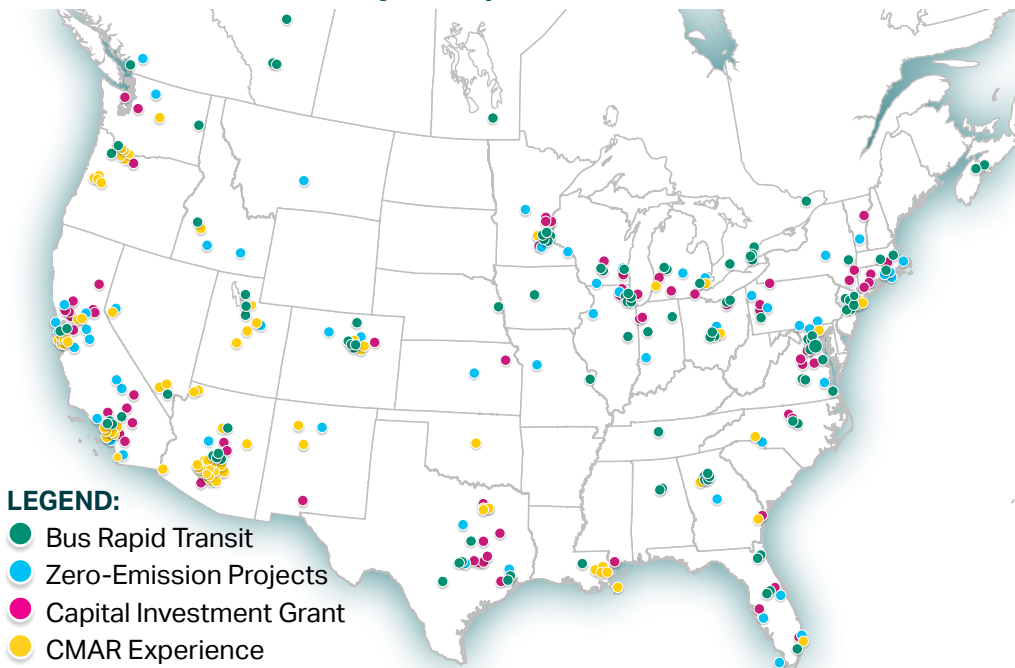
A. Firm Information

With deep roots in New Orleans, a statewide track record of success, and industry-recognized leadership in BRT development, AECOM offers an exceptionally well-positioned team to deliver the RTA's East-West Bank BRT Preliminary Engineering and NEPA Clearance project. AECOM's strong presence in New Orleans spans over 50 years and includes successful delivery of iconic transportation and infrastructure projects for the City of New Orleans, like the RTA's Loyola and Rampart Streetcar Extensions. Across Louisiana, we've partnered with agencies to advance critical infrastructure for diverse communities. Nationally, we bring unmatched BRT expertise: **AECOM is currently supporting 30 clients on their BRT projects and, overall, has consulted on more than 100 BRT projects in North America, including many first-time BRT implementations.** Of equal importance to our technical proficiency is the experience of our proposed leadership team, which will work closely with RTA and stakeholders to realize a community-centered BRT solution that aligns with their goals and supports a more connected, equitable transit future.

BRT Qualifications and BRT Working Group

We are nationally recognized for our hands-on experience in BRT development, which includes serving as the Federal Transit Administration's (FTA's) technical support advisor for the national BRT Initiative Program. In this capacity, we assisted in developing transit industry guidance on individual BRT elements and identifying the range of impacts these elements have on ridership, costs, operating capacity, environment, and economic development. Our staff have planned, designed, financed, constructed, and operated over 1,200 lane miles of BRT systems in North America.

AECOM's Relevant Project Experience



AECOM's BRT Working Group – A Nationwide Resource for BRT Planning and Design

Delivering BRT is complex, but with the right team, you don't have to start from scratch. AECOM proactively shares knowledge both within and across national practice groups. In 2019, AECOM established a BRT Working Group that consists of over 100 professionals, each with significant experience in BRT planning, design, financing, and operations. Meeting monthly to share collective experiences and best practices, and to make project-specific recommendations, this group provides our clients access to national experts who can make their projects the very best that they can be. Several members of our proposed team actively participate in AECOM's BRT Working Group. Only AECOM can put this level of experience to work for you.

AECOM Fast Facts

AECOM

1555 Poydras Street, Suite 1200, New Orleans, LA 70112

Contact: Thomas Hunter | T: (225) 279-7202

E: tom.hunter@aecom.com

Date Submitted to RTA: June 26, 2025



55K
employees
worldwide

200+
staff in Louisiana



ENR2025
TOP 500 TRANSPORTATION

ENR2025
TOP 500 TOP DESIGN FIRM

ENR2024
TOP 500 MASS TRANSIT & RAIL



Subconsultant Team

RTA requires a team with demonstrated transit planning, engineering design, and NEPA expertise. We assembled a strong team of transit professionals to lead this project, from design into implementation. AECOM's strategy allows three design DBE firms to lead specific segments of the alignment - an intentional approach to support continued involvement. Since participation in 30% design and NEPA could preclude firms from a role in final design, assigning DBE firms to distinct segments may be important in enabling them to be involved in subsequent phases by shifting to different portions of the corridor.

AECOM will exceed the 30.5% DBE goal on this contract with more than 35% participation

Creativity Justified, LLC **DBE Firm** **Stakeholder and Public Engagement** 2315 Florida St., Building 200, Suite 279, Mandeville, LA 70448 **Contact:** Carrita Tanner-Cloud | T: (504) 444-6426 | E: carrita@creativityjustified.com
Creativity Justified is a creative agency that excels in culturally authentic marketing and community-focused storytelling. The firm's commitment to quality and excellence has attracted clients from diverse sectors, including the NFL, New Orleans Saints, New Orleans Pelicans, and the New Orleans Recreation Department Commission (NORDC).

GOTECH, Inc. **DBE Firm** **Surveying** 8383 Bluebonnet Blvd., Baton Rouge, LA 70810 **Contact:** Rhaoul Guillaume, Sr., PE, F.ASCE | T: (225) 766-5358X | E: rhaoul@gotech-inc.com
GOTECH's survey team has a broad base of experience on topographic, boundary, hydrographic, roadway, and other types of surveys. GOTECH and AECOM previously partnered on RTA's Rampart Streetcar and Loyola Streetcar projects.

Integrated Logistical Support, Inc. (ILSI Engineering) **DBE Firm** **Road Design, Utilities, and Hydraulics and Hydrology (H&H)** 4298 Elysian Fields Ave., Suite A, New Orleans, LA 70122 **Contact:** Iam Tucker | T: (504) 523-1619 | E: iamtucker@ilsengineering.com

ILSI Engineering brings decades of experience in civil engineering, structural engineering, stormwater management, and road and highway design. ILSI Engineering partnered with AECOM on RTA's Loyola and Rampart Rail Expansions.

Infinity Engineering Consultants, LLC **DBE Firm** **Road Design, Utilities, H&H, Mechanical, and Electrical** 4001 Division St., Metairie, LA 70002 **Contact:** Raoul Chavin, III, PE | T: (504) 304-0548 | E: rchauvin@infinityec.com
Infinity is an engineering consulting firm with civil, structural, mechanical, and electrical capabilities. Infinity teamed with AECOM on the Loyola Avenue and the Rampart Street and St. Claude Avenue rail expansions for RTA.

Urban Systems, Inc. **DBE Firm** **Traffic** 2000 Tulane Ave., Suite 200, New Orleans, LA 70112 **Contact:** Alison Catarella Michel, PE, PTOE, PTP, RSP2i | T: (504) 523-5511 | E: acmichel@urbansystems.com
Urban Systems provides quality traffic engineering and transportation planning services. The firm delivered transit signal priority (TSP) systems for Broad Street and General De Gaulle Drive.

Wingate Engineers, LLC **DBE Firm** **Road Design, Utilities, and H&H** 2378 Prentiss Ave., New Orleans, LA 70122 **Contact:** Joshua Torregano, PE, MBA | T: (504) 813-3479 | E: josh@wingateengineers.com
Wingate provides professional engineering design, stormwater management, and general consulting services. Wingate was hired by the City of New Orleans Department of Public Works (DPW) to provide drainage improvements, street/sidewalk repair and replacement, utilities, and other feature improvements within the Downtown Development District.

Boothman Global, PBC **Strategic Federal Advisor** 8 The Green, Suite B, Dover, DE 19901 **Contact:** Nicole Boothman-Shepard | T: (504) 202-8501 | E: nbs@boothmanglobal.com
Boothman Global will advise our team on resilience, federal policy, and funding.

Civil Design & Construction, Inc. **DBE Firm** **Subsurface Utility Engineering (SUE)** 3251 Southern Pacific Road, Port Allen, LA 70767 **Contact:** Karla Weston, PE | T: (225) 765-1802 | E: kweston@cdcbr.com
Civil Design & Construction will provide SUE to accurately locate and depict underground utilities.

Community Partners AECOM will work with community groups and area schools to incorporate their knowledge and wisdom so that they can benefit from this experience.

Southern University

The Southern University Business and Industry Cluster is a dynamic student-oriented organization that has promoted active dialogue between businesses and the University. AECOM will work with the Southern University Baton Rouge (SUBR) Career Services Center staff to develop a means for their students to participate in this project through internships and class assignments.

Local Artists

New Orleans is home to hundreds of inspired, community-minded artists who can participate in the design and construction of the BRT line. We will partner with organizations that will empower local artists to contribute meaningfully to the project—from vision setting to murals and other local expressions.

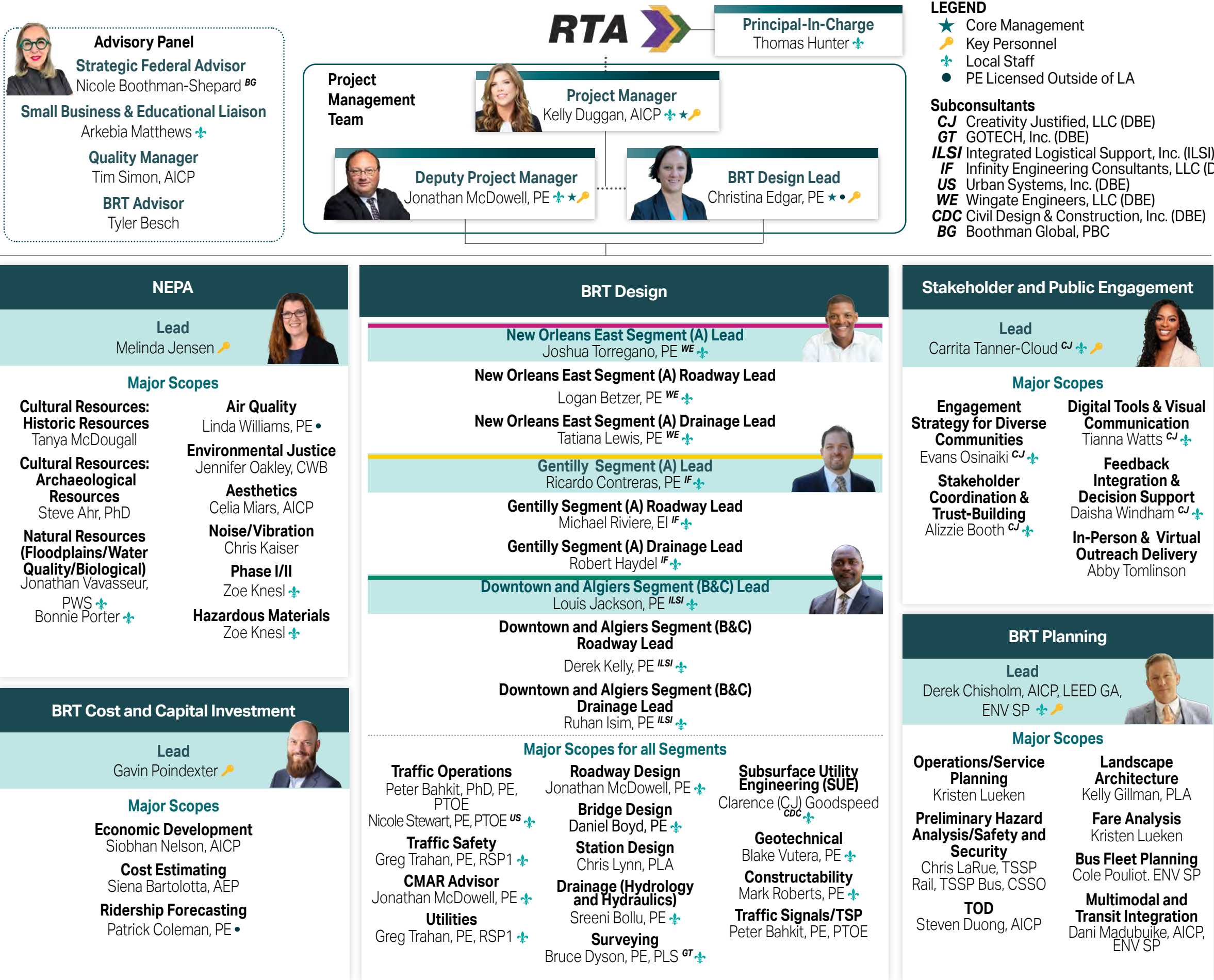
B. Project Team

Leadership: AECOM structured the project management team to reflect the corridor’s unique demands—where technical complexity, community expectations, and a transformative transit vision must align from day one. **Kelly Duggan, AICP**, a New Orleans-based transit rider and seasoned planner, will serve as Project Manager. With experience in stakeholder engagement, interagency coordination, and multidisciplinary delivery, Kelly brings the leadership and communication skills essential for navigating the many voices shaping this project. **Jonathan McDowell, PE**, a New Orleans native with nearly 30 years in local infrastructure, offers a grounded perspective rooted in permitting, constraints, and implementation realities. **Christina Edgar, PE**, a leader in BRT design, brings a sharp focus on transit operations, user experience, and corridor configuration. Together, the team blends local insight, engineering pragmatism, and transit design excellence to deliver a project that is as buildable as it is transformative.

Corridor Segmentation: AECOM organized the design team around segment leads most familiar with conditions on the ground. Based on corridor fieldwork, stakeholder input, and BRT project experience, we divided the corridor into three segments—New Orleans East, Gentilly, and Downtown/Algiers—that align with the RFQ and reflect shared design challenges. This structure supports tailored engagement, context-sensitive design, and meaningful DBE partner involvement throughout the process.

Discipline Leads: AECOM organized team members to align the 12 tasks identified in the scope under specific disciplines. The various objectives, constraints, and challenges of this project require a multidisciplinary approach to establish an integrated design. Our team will work collaboratively to create multilayered solutions that solve the complex mobility issues of the corridor.

Local Context: Our team brings deep knowledge of New Orleans’ neighborhoods, infrastructure, and regulatory landscape. This local context helps design decisions account for real-world constraints—such as subsurface conditions, permitting pathways, and block-by-block variation in land use and ROW. That insight is especially critical in areas like the Central Business District (CBD), Warehouse District, Tremé, and segments adjacent to LADOTD facilities. It positions us to deliver a BRT system that is constructible, community-supported, and aligned with long-term investment goals.





Meet



Kelly
Duggan, AICP
**PROJECT
MANAGER**

“For the past decade, I’ve led complex, multidisciplinary teams with a focus on coordination, clear decision-making, and keeping projects moving. For this BRT effort, I’m here to bring structure, transparency, and follow-through—backed by a deep commitment to the city I call home.”

Bringing a rider’s perspective and a planner’s precision to build better transit in New Orleans.

Kelly is a dedicated urban planner and project manager who brings a local, rider-based perspective to RTA’s vision for high-quality BRT. As a daily transit and bike commuter, she brings firsthand insights into the barriers residents face when navigating the city—especially those who rely on RTA for work, school, and daily life.

From her home in the Westbank, Kelly takes transit and bikes to meetings, often with one of her two kids in tow—experiencing RTA infrastructure the way its users do. She is passionate about improving first- and last-mile connections, pedestrian access, and the transit experience for families and non-drivers. Through recent experiences with Chapel Hill Transit and the City of Phoenix, Kelly has tapped into a wealth of resources within AECOM for BRT design and implementation planning. Combining her local knowledge with passion for effective movement of people in urban environments makes her the perfect Project Manager to deliver this phase of work for the East-West Bank BRT.

Relevant Experience

- **Chapel Hill Transit, North-South BRT.** Station Design Planner
- **City of Phoenix, 35th Avenue/Van Buren Street BRT.** Project Planner
- **City of Fort Worth, Master Transportation Plan.** Project Manager
- **DART, Victory Station Multimodal Safety Assessment Plan.** Project Manager
- **DART, Lancaster Corridor Bike/Ped Access Plan.** Project Manager
- **Downtown Denton Transit Center, Bike/Ped Safety Assessment Plan.** Technical Lead
- **I-49 Lafayette Connector SEIS.** NEPA Planner
- **BREC Urban Trails, Priority Greenway Network.** Assistant Director
- **BREC Urban Trails, The Health Loop.** Assistant Director



Kelly and son Dexter biking on the Westbank Levee Trail on their way to the RTA ferry.

Why Kelly?

- ✓ Local rider and parent with firsthand experience using RTA services
- ✓ Proven project manager delivering transit and mobility projects across the Gulf South
- ✓ Trusted collaborator and communicator across agencies and communities
- ✓ Strong focus on equitable access, safety, and user-centered design

Firm

AECOM

Education

MURP, Urban and Regional Planning, University of New Orleans, 2010

BA, Art History, Louisiana State University, 2006

Years of Experience

14 years

Registration(s) & Certification(s)

American Institute of Certified Planners (AICP)
#340795

Location

Algiers, New Orleans, LA



Meet



Christina

Edgar, PE

**BRT DESIGN
LEAD**

“New Orleans is one of the world's most vibrant and exciting cities, but what truly sets it apart is the depth of its community ties. The East-West Bank BRT project is all about strengthening those community connections - not just for visitors, but more importantly, for the people who live and work in the city. Keeping that goal in mind gives us the perspective to navigate the numerous challenges involved with delivering a project of this scale and importance.”

A highly accomplished civil engineer with extensive experience in BRT project development.

Christina's expertise spans across various domains, including BRT, light rail transit (LRT), roadway design, and multimodal modeling. Her comprehensive skill set and dedication to innovative solutions make her a valuable asset in leading our BRT design team.

Relevant Experience

Houston METRO, University Corridor BRT Preliminary Engineering, Houston, TX.

Deputy Segment 2 Lead. Christina was responsible for BRT alignment and roadway and multimodal design, including development of 30% roadway and ROW plans. She led the 3D design and modeling efforts for Segment 2 and served as CADD Manager for the entire project team.

Central Ohio Transit Authority (COTA), West Broad BRT Final Design and Construction, Columbus, OH.

Advisory Team Member. Christina was tasked with design leadership and support for deliverable submittals, including review and design of BRT platforms and roadway and design for BRT, which is being implemented as a CMAR delivery with construction beginning in 2026. West Broad Street is a 9.3-mile-long BRT corridor and one of the highest ridership transit lines in Central Ohio.

Chapel Hill Transit, Chapel Hill North-South BRT Final Design, Chapel Hill, NC.

Review and Deliverable Team Member. Christina is participating in multiple leadership and supporting roles on the BRT/Roadway and Traffic design teams. She is responsible for design, coordination, and production support of both roadway and signage plans.

CapMetro, Orange Line Preliminary Engineering and NEPA, Austin, TX.

Deputy Project Manager. Christina was responsible for leading a large team of multidisciplinary engineers, as well as development of track and roadway alignment, roadway design, analysis of multiple alternatives, and ROW impact analysis.

Firm

AECOM

Education

MS, Sports Administration, University of Southern Mississippi, 2004

BS, Civil Engineering, University of Texas at Austin, 2017

BS, Graphic Design, Northwestern State University, 2002

Years of Experience

12 years

Registration(s) & Certification(s)

Professional Engineer, TX #144371



Christina's daughter Annie enjoying the NOLA experience on a recent trip.



Christina has been a long-time transit supporter and user.

Why Christina?

- ✓ Passion and support for building community-connecting transit projects
- ✓ Appreciation and respect for Louisiana culture and way of life as a former state resident
- ✓ Deep understanding of challenges related to BRT design in urban contexts
- ✓ Proven ability to lead and guide multidisciplinary teams in complex projects
- ✓ Knowledge of and integration into a deep bench of BRT-related experts across AECOM

**Firm**

AECOM

Education

BS, Civil Engineering,
Louisiana State
University, 1996

Years of Experience

28 years

Registration(s) & Certification(s)

- Professional Engineer, LA #30508
- ATSSA-Certified Traffic Control Supervisor
- NHI Course 142005 - NEPA & Transportation Decision Making

Jonathan McDowell, PE

Deputy Project Manager, Roadway Design, CMAR Advisor

Jonathan brings 28 years experience as a project engineer and project manager on a variety of transportation and infrastructure projects in Louisiana involving both traditional and alternative delivery methods. He performs in all phases of project development and understands the process required to guide transportation projects from an idea to a built reality.

Relevant Experience

New Orleans Regional Transit Authority (RTA), Rampart Street Rail Expansion, New Orleans, LA. Project Manager and Infrastructure Task Lead. Jonathan developed maintenance of traffic (MOT), construction sequence, permanent striping, erosion control, environmental protection plans, and represented the team at design and client meetings. Final contract drawings and specifications were completed for 1.5 mile (3 track miles) of streetcar track.

RTA, Canal Street to Union Passenger Terminal Rail Extension, New Orleans, LA.

Engineering Manager and Infrastructure Task Lead. Jonathan prepared plans for erosion control, environmental protection, the initial stormwater pollution prevention plan, construction sequence, and MOT. This 0.8-mile segment (1.6 track miles) of streetcar track included final contract drawings.

State of Louisiana, Relocation of LA 23 at Mid Barataria Sediment Diversion CMAR, Plaquemines Parish, LA.

Task Manager and Lead Engineer. Jonathan developed design criteria and concept level horizontal and vertical geometry for the road and rail relocations and a project-specific rail yard to set the Basis for Design. He also led a traffic study and final plan development for the LA 23 road and bridge crossing through 100% final plans, which included leading coordination with LADOTD.

**Firm**

AECOM

Education

MS, Zoology, Texas Tech
University, 2000

BS, Wildlife
Management, Texas
Tech University, 1998

Years of Experience

26 years

Registration(s) & Certification(s)

- Fundamentals of NEPA and Environmental Documentation Certificate of Training

Melinda Jensen

NEPA Lead

For 26 years, Melinda has overseen the successful completion of complex routing studies and linear corridor environmental studies, including numerous NEPA documents [e.g., Categorical Exclusions (CEs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs)] in close coordination with the Federal Transit Administration (FTA) Region 6. She has served as program manager, project manager, technical lead, and quality assurance/quality control (QA/QC) manager for multiple transportation and transit agencies within the region. Her experience, and the strong relationships built through this work, have been key in helping her clients navigate regulatory challenges.

Relevant Experience**CapMetro, Orange Line Preliminary Engineering and NEPA, Austin, TX.**

NEPA Lead. Melinda was responsible for the successful production of the Orange Line Draft EIS and oversaw a team of over 40 subject matter experts, including expertise in land use, noise/vibration, Section 4(f)/6(f), socioeconomics, and cultural resources, among others.

CapMetro, Kramer Station Relocation CE, Austin, TX. NEPA Lead. Melinda led the NEPA documentation (a D-List CE) for FTA Region 6.

Trinity Metro, TEXRail EIS, Tarrant County, TX. Deputy Project Manager. Melinda completed an EIS for FTA Region 6 for the proposed commuter rail line extending from southwest Fort Worth through the city of Grapevine and into Dallas Fort-Worth International Airport Terminals A and B.

**Firm**

AECOM

Education

Post Graduate
Certificate, Public
Policy, Harvard Kennedy
School, 2022

MPA, Environmental
Planning, Western
Carolina University, 1997
BS, Organizational
Management, Covenant
College, 1992

Years of Experience

31 years

Registration(s) & Certification(s)

- AICP, #340795
- LEED GA, #10148303
- ENV SP

Derek Chisholm, AICP, LEED GA, ENV SP**BRT Planning Lead**

Derek is a senior project manager and planner with experience in multimodal transportation projects, bike and pedestrian design, transit, parking, and curb use. Derek spent 14 years of progressive experience in Portland, Oregon, including service as a Project Manager, Adjunct Professor, and Planning Commission Chair. In 2014, he moved back to the South, near family, in New Orleans, Louisiana. Derek is a contributing author for the new ASCE book *Engineering for Sustainable Communities*, and the book *Bicycle Urbanism*. Derek is AECOM North America's Complete Streets Practice Lead.

Relevant Experience

City of Phoenix, 35th Avenue BRT Preliminary Engineering, Phoenix, AZ. Project Planner. Derek supported key decision making, an important milestone for the project, with facilitated resolution of the engagement process, vehicle options, corridor segmentation, and lane reduction strategy.

City of New Orleans, Downtown New Orleans Multimodal Plan, New Orleans, LA.

Project Manager. Derek oversaw the analytical framework, data collection, and the stakeholder engagement process. Elements included back-in angle parking, cycle tracks, transit queue jumps and dedicated lanes, variable lane usage, and more. The project also included an RTA and JET streetcar and bus stop analysis.

Dallas Area Rapid Transit (DART), Station Access and Safety Improvements, Dallas, TX. Sr. Advisor. Derek contributed to the ADA and mobility assessments at multiple DART locations, including the Lancaster Corridor and Victory Station.

**Firm**

AECOM

Education

MS, Urban and Regional
Planning, University of
Iowa, 2005

Transportation
Certificate, Public Policy,
University of Iowa, 2005
BA, Political Science
and Communication, St.
John's University, 2003

Years of Experience

20 years

Gavin Poindexter**BRT Cost and Capital Investment Lead**

Gavin provides a unique background of transit planning and grant writing experience, having secured discretionary funds for projects ranging from \$25k feasibility studies to billion-plus commuter rail lines. He conducts work at each phase of the FTA's Capital Investment Grant (CIG) program, from early planning and analysis to final design and construction. Gavin has led the development of multiple bus facilities and low-emissions or no emissions grants. He has worked on more than 20 CIG projects including BRT projects in Columbus, Madison, Milwaukee, and Pittsburgh at various stages of the CIG process.

Relevant Experience

COTA, East Main and West Broad BRT, Columbus, OH. Planning and Implementation Lead. Gavin led the planning and implementation portions of the project, which involved identification of station locations; development of Purpose and Need; and evaluation of alternatives, including capital cost estimates and service plan.

City of Madison, Rapid Route A and B BRT, Madison, WI. FTA Coordination Lead. On the Rapid Route A BRT project, Gavin assisted with a request to enter project development, securing a Medium rating, two Letters of No Prejudice (LONP), and an SSGA for \$110.6M. On the Rapid Route B BRT project, Gavin is currently assisting with a request to enter project development, securing a Medium rating, and recommendation of funding for \$118M.

The Rapid, Laker Line BRT, Grand Rapids MI. FTA Coordination and Implementation Lead. Gavin led the implementation and FTA coordination-related tasks. He worked on capital costing and development of the implementation plan and Small Starts coordination, including the request to enter Project Development and request for federal funding.



Carrita Tanner-Cloud

Stakeholder and Public Engagement Lead

Carrita is a dynamic and strategic brand manager and digital marketing expert with a lifelong dedication to creativity. Throughout her career, Carrita has used her developed skills and insights to help brands distinguish themselves at an executive level across the United States. She is particularly drawn to companies that embrace servant-leadership and integrate those values into their audience engagement strategies.

Firm

Creativity Justified

Education

BA, Business Administration
(Concentration in Marketing and Strategic Planning), University of Holy Cross, 2016

Years of Experience

21 years

Relevant Experience

National Football League (NFL), Guide to New Orleans, New Orleans, LA. Creative Director. Carrita was responsible for producing videos, interviewing, creating submission portal for businesses, and overseeing all creative activities. The NFL hired Creativity Justified to create a Guide to New Orleans magazine to profile and highlight 59 local, diverse businesses in New Orleans. Video profiles and media releases were created for all participating businesses.

NFL, Guide to Wisconsin, Green Bay, WI. Creative Director. Carrita was responsible for producing videos, interviewing, creating submission portal for businesses, and overseeing all creative activities. The NFL hired Creativity Justified to create a Guide to Wisconsin magazine to profile and highlight 59 local diverse businesses in Green Bay and Milwaukee. Video profiles and media releases were created for all participating businesses.

C. Project Understanding and Approach

1. Project Understanding

The East-West Bank BRT Corridor is a culmination of coordinated planning efforts to transform mobility and equity in New Orleans. Foundational work such as the New Links plan identified this corridor as a top candidate for BRT. The Strategic Mobility Plan emphasizes the need for high-capacity, high-frequency service along priority corridors, while the City's acclaimed Complete Streets policy calls for multimodal, inclusive, and equitable investment—principles central to this project.

The project is directly shaped by the 2023 BRT Locally Preferred Alternative (LPA) report, which defines a 15-mile corridor linking New Orleans East to Algiers, via the Danziger Bridge, Gentilly, Tremé, the French Quarter, the CBD, the Warehouse District, and the Crescent City Connection. The report breaks the corridor into four segments and evaluates a dozen alignments using 16 performance criteria. The selected LPA—segments 1A, 2B, 3A, and 4B—includes over 30,000 residents and 90,000

jobs within a half-mile walkshed and outlines dedicated lane configurations, station siting, and multimodal integration strategies.

The corridor addresses both mobility and equity priorities. Only 2% of regional jobs are accessible by transit within 30 minutes from New Orleans East, a community where nearly 80% of residents are minorities, 30% live below the poverty line, and zero-car households are common. The corridor will connect residents to key destinations, including Dillard University, the CBD, hospital campuses, and other cultural and educational institutions along the corridor.

This BRT investment is also a blueprint for future expansion. It establishes scalable design, permitting, and engagement strategies that align with FTA Small Starts and NEPA requirements, while setting standards for future north-south BRT corridors. With AECOM's national leadership in BRT implementation and our team's deep local knowledge, we bring a uniquely qualified perspective to deliver on this vision.

This project is more than a transit investment—it is a bold step toward equitable mobility, climate-conscious infrastructure, and a more connected New Orleans.



BRT Basics

BRT is a high-capacity bus service that operates throughout the day on major corridors. BRT routes often run along high-ridership bus corridors and connect riders to major regional destinations. BRT can offer amenities and travel times similar to rail, but with the flexibility of bus infrastructure.

BRT can also increase transit access, improve regional mobility, and reduce commute times. Below, we outline the essential elements/core components our team considers in developing fast, high-quality BRT service.

BRT is different than local bus service. It is:

- Faster
- More Reliable
- Moves More People

BRT brings many benefits and is:

- Cost-effective
- Flexible
- Scalable

AECOM uses educational materials like this graphic to help inform stakeholders about the basics of BRT.

7 Basics of Bus Rapid Transit

Transportation Efficiency • Economic Development • Safety Improvements • Environmental Sustainability

1

1. RUNNINGWAYS

Options range from BRT in mixed traffic to dedicated side or center lane.



Examples of BRT runningways include center-running (left) and side-running (right)

2

2. STATIONS

Stations will include fare ticketing machines, covered-waiting areas, level boarding, and real-time transit information.



High-frequency bus service minimizes passenger wait time.

Security and safety will be increased through lighting or monitoring features

Dedicated lanes give buses uninterrupted travel, increasing reliability.

Streetscaping, pedestrian amenities, and bicycle facilities promote healthy lifestyles.

3

3. VEHICLES

BRT vehicles may be 40' or 60' long to accommodate more riders, may include upgraded interiors, streamlined vehicle designs, and features like multi-door boarding and interior bike storage.



Making the shift to BRT buses helps reduce vehicle emissions and pollutants. Options for alternative fuel buses can also increase environmental sustainability.

4

4. FARE COLLECTION

Fare payment will occur at BRT stations.



Cashless and automated systems eliminate onboard fare collection, reducing boarding times.

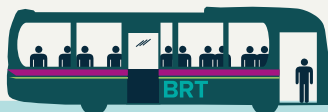


Level boarding platforms & wider & additional doorways provide greater accessibility.

5

5. INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

Technology is used to help improve system operation and passenger experience, including transit priority at intersections, real-time arrival information for waiting passengers, and safety and security enhancements.

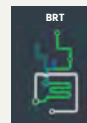


Sophisticated traffic signal management can minimize delays and increase reliability by extending green signals for buses approaching an intersection.

6

6. SERVICE AND OPERATION PLAN

BRT routes are designed to efficiently connect riders with their destinations by optimizing routes, station locations, and service schedules to meet rider demand.

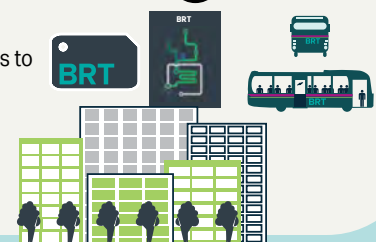


BRT systems generate permanent jobs in operations.

7

7. BRANDING

Unique name, color scheme, logo, or other visual identifiers to differentiate BRT service from existing bus service.



Catalyst for Economic Development

Transit improvements can have a positive impact on property, such as increasing property value and supporting diverse types of development

Key Design Challenges & Solutions

The East-West BRT corridor presents a range of design challenges that will shape project success. This map highlights the most critical issues, such as ROW constraints, terminal integration, and turning movements, and proposes potential solutions for them. In addition to these priority items, our team has identified further design challenges through fieldwork and technical analysis to help inform the 30% design process.

LEGEND

- | | |
|---|--|
| ■ New Orleans East Segment A | + Medical Facility |
| ■ Gentilly Segment A | + Academic Facility |
| ■ Downtown & Algiers Segment B & C | + Government Facility |
| ○ Bus Stop | + Cultural Activity Center |
| ○ Point of Interest | + Museum |
| ★ Place of Interest | + Stadium |
| + Park | + Army Base |



Key Design Challenges

- | | | | | |
|---|--|---|---|--|
| <p>1 Lake Forest End-of-Line</p> <p>Challenge: Layover space near the Library Station is limited and must integrate with the planned New Orleans East Transit Center.</p> <p>Solutions:</p> <ul style="list-style-type: none"> Redesign Library Station for BRT layovers and articulated buses Coordinate with Transit Center design for shared facilities Consider staggered/off-site layovers to ease space constraints | <p>2 Danziger Bridge</p> <p>Challenge: Congestion and a concrete barrier limit space for a dedicated BRT lane.</p> <p>Solutions:</p> <ul style="list-style-type: none"> Add queue jumps at Downman Rd and Desire Pkwy for prioritized BRT access. Consider a zipper lane or bidirectional BRT lane using movable barriers and lane control signals. Explore potential for LADOTD to relinquish bridge control for greater BRT flexibility. | <p>3 Elysian Fields Ave.</p> <p>Challenge: A complex intersection and delays—especially for left-turning buses—constrain BRT performance.</p> <p>Solutions:</p> <ul style="list-style-type: none"> Implement transit signal priority (TSP) and optimize turning movements. Evaluate center-running BRT using the neutral ground. Consider geometric changes to streamline bus flow. | <p>4 Downtown CBD</p> <p>Challenge: ROW constraints, congestion, and competing modes limit space for BRT</p> <p>Solutions:</p> <ul style="list-style-type: none"> Use center-running BRT with split platforms on Poydras, preserving sculpture medians. Use placemaking to offset neutral ground loss, adding landscaping, shade, art, and seating to create inviting, functional station areas. Implement right-side lane running BRT along S Peters St to simplify the tight left turn onto Poydras. Reduce dwell time with off-board fare collection. | <p>5 Crescent City Connection HOV Lane</p> <p>Challenge: Public opposition to dedicating HOV lanes for BRT use.</p> <p>Solutions:</p> <ul style="list-style-type: none"> Study shared-use and time-of-day BRT operation options. Analyze violation rates to support stricter enforcement or conversion. Coordinate with FTA on policy and funding eligibility. Roll out phased or pilot operations while building public trust. |
|---|--|---|---|--|

Other Design Challenges

- | | | |
|--|--|---|
| <p>a Lake Forest west of Crowder is one lane each direction; median modifications needed for BRT.</p> | <p>d LADOTD coordination required for dedicated lane; approvals and ROW pose challenges</p> | <p>g Coordination needed with Downtown Transit Center for BRT integration and seamless transfers.</p> |
| <p>b Low-density residential with on-street parking and a narrow median constrains BRT design.</p> | <p>e Driveways and nose-in parking for continuous BRT design on Elysian Fields Avenue.</p> | <p>h Utility-dense corridors with aging infrastructure may require costly relocations or design adjustments for BRT.</p> |
| <p>c Walmart stop has two large shelters and a long pull-out; narrow median may necessitate side-running BRT.</p> | <p>f Claiborne Expressway structure constrains ROW and limits BRT alignment options.</p> | <p>i No median and parking limit lane options; left turn onto Poydras is difficult</p> |



2. Design Challenges

a. Integration with the existing transit network

The East-West Bank BRT Corridor offers a major opportunity to strengthen connections across New Orleans. The alignment links key transfer points—including the future New Orleans East Transit Center, the Downtown Transit Hub, and the Algiers Park and Ride—and will connect to local routes redesigned through New Links, improving regional coverage and access.

However, the corridor must enhance, not replicate, existing high-frequency service. In overlapping segments, coordination is essential to avoid redundancy, manage vehicle queuing, and maintain a positive rider experience.

Christina Edgar, PE and **Jonathan McDowell, PE**, along with the relevant segment lead, will work closely with RTA's service planning team and stakeholder working groups to refine and validate stop spacing, wayfinding strategies, and transfer connections—confirming that the East-West Bank BRT complements, rather than duplicates, existing service. Their collaboration will leverage performance metrics, existing service data, and corridor-specific conditions to guide decisions that support seamless transfers and intuitive navigation. This focused approach will provide the technical basis for integrating the new BRT service into the broader RTA system.

b. Unforeseen circumstances and other risks that could affect the project's success

Delivering BRT along a corridor with aging infrastructure and diverse urban conditions presents a range of risks that could impact schedule, cost, and long-term performance. Early identification of these constraints will allow the team to proactively develop feasible, context-sensitive solutions.

Aging Infrastructure, Utilities, and Root Zone Conflicts:

New Orleans faces significant challenges from aging and often undocumented utility systems—particularly water, sewer, drainage, and electric—that can delay construction and drive up costs. In many areas, subsurface conflicts may be compounded by the presence of mature live oaks, whose root zones are sensitive to disturbance. These overlapping underground constraints will require careful coordination and early utility investigation to inform design decisions.

Right-of-Way (ROW) Limitations: ROW is constrained across much of the corridor. In segments with narrow medians or legacy street configurations, providing space for BRT while maintaining vehicle, bike, and pedestrian

“[AECOM's] partnership has helped bring transformational transportation changes. Thank you for helping us achieve a long-standing goal of bringing rapid transit to our city.” – *Satya Rhodes-Conway, Mayor, City of Madison*

access will require trade-offs. Even in areas with wider medians, design flexibility may be limited by the location of underground box canals, utilities, protected trees, or art and/or monuments within the ROW.

HOV Lane Reuse and Public Perception: The proposed use of the Crescent City Connection HOV lane for exclusive BRT access introduces both technical and communications risks. Dynamic lane management, enforcement, and interagency coordination will be required to arrive at balanced solution that considers all modes on the corridor.

Design Strategies to Mitigate Risk and Maximize Flexibility:

AECOM will prepare a conflict matrix for each segment that will document known utilities and determine whether more precise locating techniques or subsurface utility engineering (SUE) are needed. AECOM will explore a range of adaptable design tools to address these constraints, including:

- **Reversible or bidirectional BRT lanes** to reduce ROW needs while maintaining peak service
- **Zipper trucks** for dynamic lane allocation
- **Transit signal priority (TSP)** to improve reliability without full guideway separation
- **Queue jump or part-time dedicated lanes** in constrained areas
- **Floating or modular median stations** that minimize ROW expansion
- **ITS technologies** for signage, bus detection, and lane enforcement

c. Neighborhood and community considerations that could affect the design process and your approach to community engagement

Community support will be essential to the success of the East-West Bank BRT Corridor. While early engagement during the LPA process revealed strong interest in faster, more reliable service, community perspectives vary across the corridor, and trade-offs must be communicated clearly and equitably.

Broad Support for Transit Improvements: Public input during the LPA phase showed enthusiasm for dedicated



lanes, with many residents open to using neutral grounds to improve speed and reliability. This reflects growing recognition of transit's role in expanding access and equity and offers a strong foundation for continued public support.

Trust, Transparency, and Trade-Offs: Some communities have experienced chronic disinvestment and may view capital projects with skepticism—especially when changes affect parking, traffic flow, or require lengthy construction. **Kelly Duggan, AICP**, who is leading Fort Worth's Master Transportation Plan, brings direct experience navigating trade-offs in a fast-growing, car-centric city. There, she is using travel demand modeling to demonstrate that road expansion alone wouldn't solve congestion and is shifting leadership support toward transit investments that deliver real mobility benefits. She will bring the same approach to New Orleans—coordinating across departments, aligning leadership early, and grounding decisions in data and community priorities.

Design and Engagement Approach: AECOM proposes a corridor-specific engagement strategy that elevates trusted local voices so that residents understand both the benefits and trade-offs of BRT. We will use a combination of data and storytelling to make benefits tangible and offer opportunities to provide feedback on operational scenarios and mitigation strategies.

User Profiles

Algiers Resident

"By using the BRT system, I would be able to spend less time commuting and more time with my family."



The Algiers resident lives in Behrman and works at the Riverfront Hotel. She starts her day before sunrise to get her kids ready for school and catch her long commute across the river. Her current trip takes over an hour, including a long walk, a bus ride, the ferry, and another walk—often in unpredictable weather. Missing just one connection can throw off her whole morning.

EXISTING ROUTE

Travel Time
1 hr 10 min

4 FOUR Legs

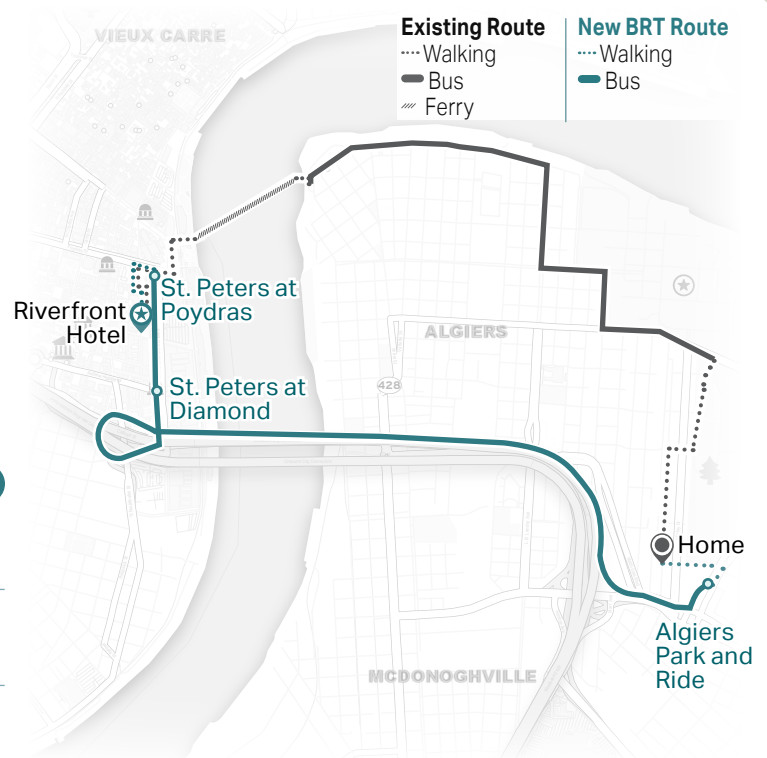
11 STOPS

NEW BRT ROUTE

Travel Time
25 min

3 THREE Legs

1 STOP





New Orleans East Resident

"When the bus is late or packed, I miss class. I'm doing my part—getting up early, showing up. I just need transit to do the same."



The New Orleans East resident lives off Lake Forest and is a student at Dillard University. She's a full-time student juggling classes, a part-time job, and helping care for younger siblings at home. Getting to Dillard each morning means a long walk just to reach the bus—and then a slow ride with 35 stops before finally arriving on campus. It's not unusual for her to be late, even when she leaves on time.

EXISTING ROUTE

Travel Time
46 min



24 min
Walk Time

35 STOPS

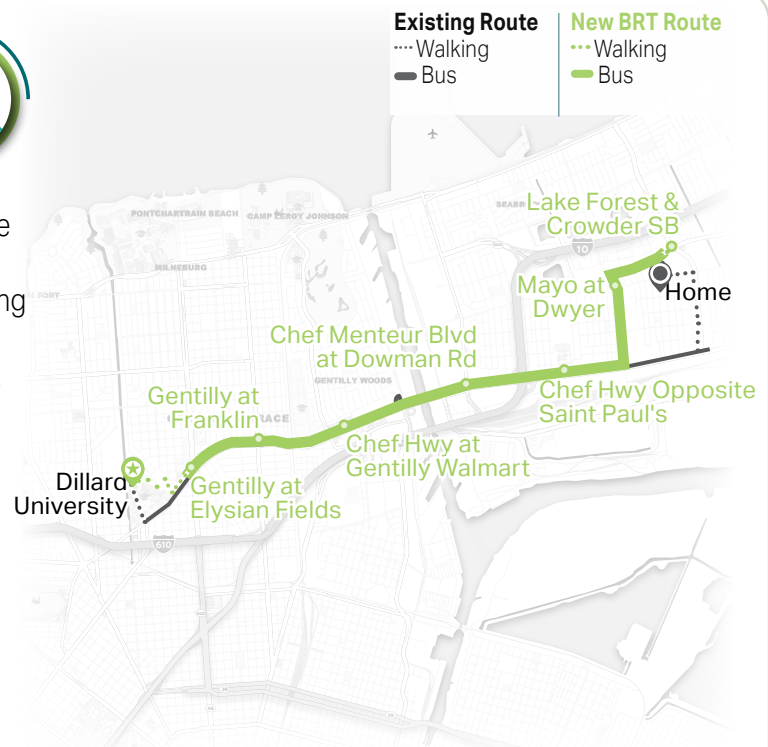
NEW BRT ROUTE

Travel Time
30 min



15 min
Walk Time

5 STOPS



Gentilly Resident

"Less time commuting means more time for the things that matter—whether that's rest, family, or personal goals."



The Gentilly resident lives on Franklin Avenue, works at Tulane Medical Center. She works 12-hour shifts at the hospital and depends on transit to get there and back. With nearly 20 minutes of walking and a bus that stops 18 times, her commute takes almost as much planning as her day on the job. On a long workday, saving 20 minutes each way would make a real difference.

EXISTING ROUTE

Travel Time
38 min



18 min
Walk Time

18 STOPS

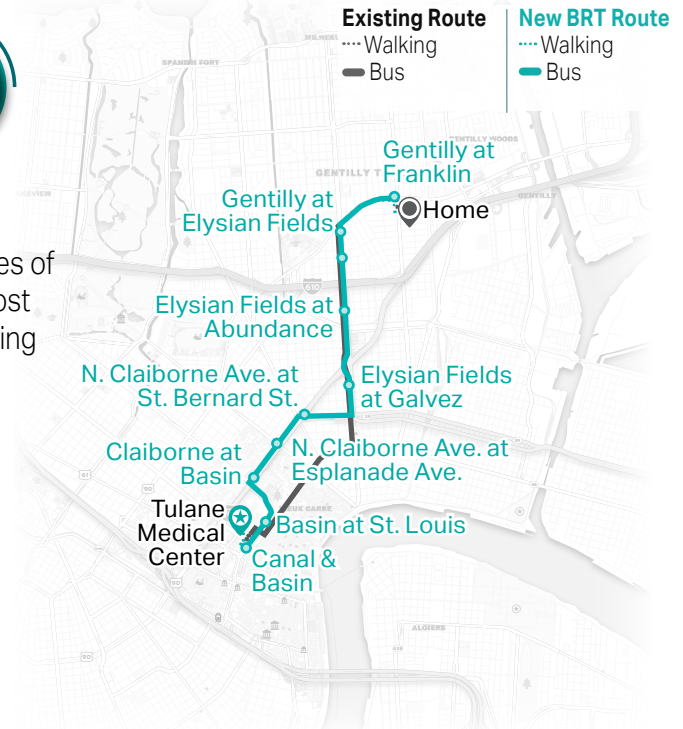
NEW BRT ROUTE

Travel Time
18 min



5 min
Walk Time

8 STOPS





Tremé Resident

"It's faster than driving and I don't have to hunt for parking? I'm in."



The Tremé resident lives on Esplanade and works as an architect for the U.S. State Court of Appeals downtown. He drives to work every day—it's just part of the routine. But between Claiborne traffic and the daily parking hunt in the CBD, that routine feels more draining than it should. Even though he owns a car, he's not tied to it. If there were a faster, stress-free option that would allow him to skip the bottlenecks and get straight to work, he'd take it.

EXISTING ROUTE

Travel Time
33 min



10 MIN
to park

LOW Reliability
Claiborne traffic and parking dependent



NEW BRT ROUTE

Travel Time
9 min



NO TIME
to park

HIGH Reliability
Frequent service, consistent schedules



Transit Integration and Compatibility: With the corridor alignment largely established, our team can focus on integrating the BRT design with the existing fixed-route network and future extensions. We will evaluate station locations and spacing in tandem with ridership projections, intersection geometry, and surrounding land use so that stations are well placed and intuitive. Where local buses and BRT share space, we will explore flexible boarding heights or coordinated curb treatments to enable compatibility. We'll also assess overlapping routes to identify opportunities to streamline the network and improve system-wide efficiency.

Multimodal Integration: Multimodal accommodations within a complex existing corridor like the East-West Bank alignment require place-based solutions. Our team will break the corridor down into active transportation typologies using the City's Transportation Safety Dashboard data, data from RTA's Transit Propensity Index, and the Bikeway Blueprint. We will conduct a pedestrian crossing analysis to determine options for crossings that are consistent with the City, and LADOTD's requirements, as applicable. Connections to Select Service Routes (Routes 3, 8, and 9) will be a focus.



Demonstrated Success

Our team performed a similar analysis when designing the **University Line BRT** for Houston METRO to determine crossing spacing and locations along that corridor. As part of the **Silver Line** development in Houston, AECOM identified several necessary sidewalk extensions to provide proper access to stations, which stretched several blocks outside of the primary BRT corridor.



Context-Sensitive Urban Design: Major infrastructure projects define the visual characteristics of a city and region. This project spans a diversity of adjacent land use, including commercial areas, mixed-use districts, multi-family housing, single-family neighborhoods, parks, and open space. A significant challenge will be to create a singular identity for the service, but with context-sensitive design for each of these diverse settings and neighborhoods along the route. Using 3D typologies, we will test how station forms fit into real-world blocks. Shelters will be durable and maintainable while supporting public art, native landscaping, and resilient materials that reflect local character.



Rendered Station and New Development at Elysian Fields and Gentilly Boulevard.

4. Balancing Innovation, Efficiency, Budget, and Regulatory Requirements

AECOM's approach to preliminary engineering is grounded in balancing innovation with feasibility—delivering high-quality, high-impact design while remaining responsive to budget constraints and regulatory requirements.

Our primary objectives in this phase are to:

- Provide sufficient design detail to establish a firm footprint for environmental clearance and allow for compliance with agencies having jurisdiction.
- Provide adequate design detail to inform appropriate cost estimating and contingencies to control costs moving into project development.

We remain focused on solutions that meet the corridor's unique needs while supporting constructability, permitting, operations, and long-term value.

Key Design Priorities for Preliminary Engineering:

Throughout the design process, we will stay focused on the following outcomes:

- Verify that the corridor is both "rapid and connected," with well-planned transit connections and mid-route stations, as well as multimodal intersection design and TSP.
- Leverage active transportation momentum to increase mobility throughout the corridor, while also increasing safety and mobility as top priorities.
- Create attractive, usable public spaces at the stations and along the roadside edge, delivering a world-class facility.
- Understand and adapt the design to reduce impacts to utilities, businesses, parking, properties, access, drainage/flooding, and environmental concerns.
- Build a strong basis of cost estimating, risk management, third-party coordination, constructability,

operations and maintenance, and construction phasing that will achieve the best construction outcomes for the project.

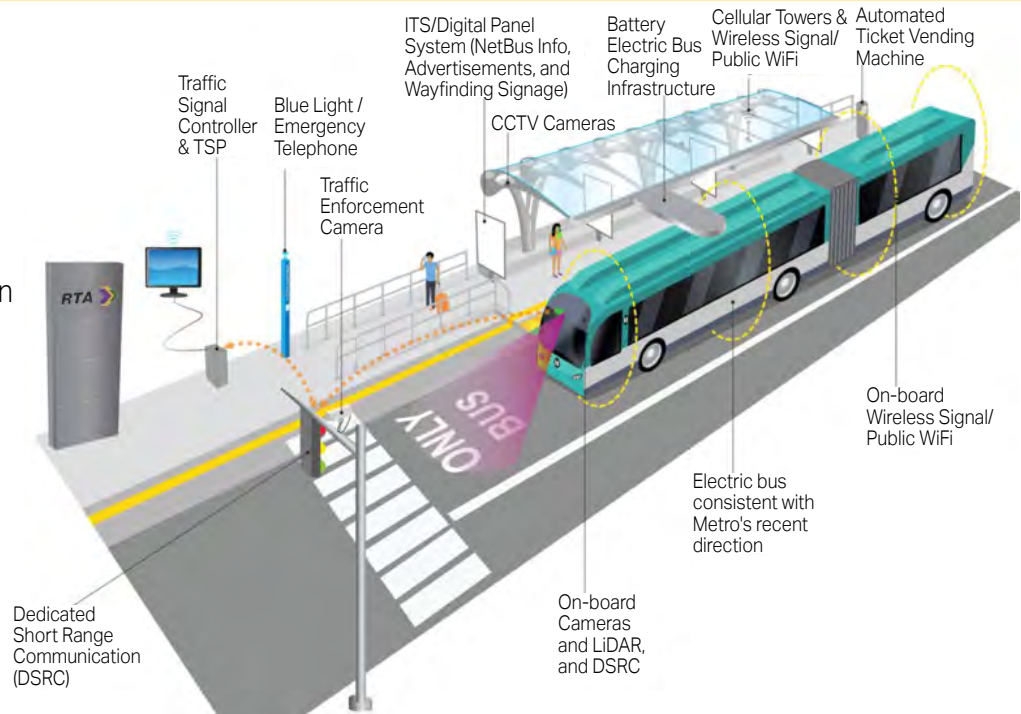
BRT and Roadway Integration: Our team members are experts in integrating BRT into a variety of corridor types—including center-running, side-running, and mixed-flow configurations and will use design strategies proven successful on other BRT/roadway projects, including:

- **Adapted Design Criteria:** Raised platforms that allow for near-level boarding minimize dwell time at stations and improve the quality of service. It will be important to coordinate platform height with floor height of the BRT vehicles. A variable-height curb detail could be implemented to aid retrofitting curbside improvements into the existing corridor. This will help maintain ADA-compliant sidewalk slopes while minimizing the reconstruction footprint.
- **Innovative Intersection:** Innovative intersections and treatments such as restricted left turns or adding U-turns can improve traffic flow and increase mainline capacity while also improving safety. Using these types of treatments at intersections can help address some of the traffic issues along the corridor without sacrificing the safety and access of other modes. For instance, Gentilly Road includes several unsignalized gaps in the median that deserve early attention to be fully prepared for stakeholder engagement.
- **User Experience:** Smart station placement supports on-time and safe operations. Our designers will evaluate each station location and optimize the design for any changes that can help improve the experience for all users from the bus driver to the passengers.
- **Safety Risk Reduction:** Interaction of the BRT vehicles, general traffic, and the active transportation and bike network is critically important to corridor safety and operations. We will provide a deep dive into these safety and operational interactions at stations and intersections, and at business and residential access points along the corridor.
- **Capital Cost Estimates:** Capital cost estimates will be developed using a "bottom-up" parametric approach based on conceptual plans and cost build-ups for various cross sections and individual components of the LPA. Each estimate will follow FTA's Standard Cost Category (SCC) format, with capital costs annualized per FTA guidance for CIG evaluation indicators and proper contingencies applied. Under this approach,



the AECOM team will be poised to respond quickly to various design options through the anticipated iterative design and evaluation process. Our experience with capital cost estimation reduces the potential for project and construction cost estimates to unexpectedly spike as designs mature.

- **Innovative Tools:** Through the design and deployment of onboard units, roadside units, and emerging ITS technologies, the BRT system would be capable of operating TSP and other enhanced vehicle-to-everything connected vehicle initiatives, as seen in the graphic on the right.



5. NEPA Understanding

AECOM has a significant amount of success leading NEPA efforts for transit agencies around the country based on our ability to quickly, creatively, and strategically develop an understanding of our clients' projects, which sets us up for a streamlined, yet thorough, NEPA process. AECOM has played a lead role on several BRT projects approved nationally under Categorical Exclusions (CEs), the assumed class of action for the proposed BRT project. We have successfully secured approvals with CEs for projects with ROW acquisition. In 2024, CEs secured federal approval of BRT projects in Texas, Florida, Georgia, North Carolina, and several other states.

In addition to our national experience, our team includes multiple local staff and staff within FTA Region 6 with deep resumes in FTA NEPA documentation, having completed numerous Environmental Impact Statements (EISs), Environmental Assessments (EAs), and CEs for projects in the greater New Orleans area. Regionally in recent years, our team has worked with FTA Region 6 staff on projects for Trinity Metro, Dallas Area Rapid Transit (DART), CapMetro, and Houston METRO, among others. Notably, AECOM received an FTA Outstanding Achievement Award for Excellence in Environmental Document Preparation for a DART Streetcar NEPA/PE project, recognizing our schedule-saving innovations to advance the project, including our close collaboration with FTA Region 6. We thoroughly understand FTA's preferences for the NEPA process and will leverage our relationships to efficiently

advance design and NEPA for the East-West Bank BRT Corridor.

In close collaboration with FTA Region 6, the AECOM team will complete a NEPA CE checklist and supporting documentation for the project in accordance with 23 CFR Part 771.118 and successfully receive NEPA documentation approval. There are CEs specific to an Action within Existing Operational ROW (as defined in 23 U.S.C. 101) and CEs are often used to secure approval for projects with ROW acquisitions as well.

Under the leadership of our **NEPA Lead Melinda Jensen**, our NEPA staff will regularly coordinate with the various disciplines within the team and RTA to identify opportunities, key issues, and constraints early on. Based on the natural, cultural, and physical resources outlined in Task 12 of the RFQ, we will collectively assess potential impacts and permitting triggers, develop strategies to minimize ROW acquisitions, and shepherd the project through NEPA and other federal approvals.

“AECOM has been a valuable partner on the East Colfax Avenue BRT project from the beginning. Their experience and knowledge from prior BRT projects and expert guidance in securing NEPA clearance has been indispensable in moving the project forward.”
– Brian McLaren, Project Manager, City and County of Denver East Colfax Avenue BRT



6. Unique Perspectives

AECOM brings a unique perspective to this project by intentionally aligning our team structure with the specific challenges of delivering BRT in New Orleans. Instead of assigning tasks in silos, we've matched each task with the disciplines and individuals best equipped to lead it, supporting the seamless coordination of technical design, permitting, outreach, and project management from the project outset. This task-driven, discipline-aligned approach reflects our understanding that successful BRT delivery requires not only technical expertise, but also contextual insight, streamlined communication, and proactive problem-solving across agencies and disciplines.

TASKS

Task 1 Develop Outreach Strategy	●
Task 2 Implement Outreach Strategy	●
Task 3 Corridor Conditions Assessment	●
Task 4 Project Management and Coordination	●
Task 5 Design Criteria Document	●
Task 6 Draft 30% Route and Station Design	●
Task 7 Cost Analysis and Capital Investment Grant Analysis	●
Task 8 Ridership, Performance, and Scheduling Analysis	●
Task 9 Traffic Modeling and Analysis	●
Task 10 Preliminary Hazard Analysis	●
Task 11 Final 30% Design and Updated Technical Reports	●
Task 12 NEPA Documentation	●

DISCIPLINES

	Project Management <i>Task 4</i>
	Outreach <i>Tasks 1, 2</i>
	BRT Planning <i>Tasks 3, 10, 12</i>
	BRT Design <i>Tasks 5, 6, 9, 11</i>
	BRT Cost & Capital Investment <i>Tasks 7, 8</i>

Note: Our approach to the Project Management (Task 4) and BRT Cost & Capital Investment (Tasks 7 and 8) disciplines can be found in Section 7 and our approach to the NEPA Discipline (Task 12) can be found in Section 5.

Outreach (Tasks 1, 2)

AECOM brings a deep commitment to inclusive, community-informed design—especially in cities like New Orleans, where every neighborhood has its own story, priorities, and pace. Our outreach approach starts with listening: understanding the needs of residents who rely on transit daily, acknowledging the history that shapes trust in public agencies, and translating that input into design decisions that reflect local realities.

We've worked across New Orleans' diverse neighborhoods where priorities often vary block-by-block. Our team knows how to engage communities where they are: transit stations, churches, neighborhood association meetings, second lines, online, and school pickup lines—not just in traditional public meetings.

To lead this work, we've partnered with Creativity Justified, a New Orleans-based DBE firm with deep roots in local outreach. They bring trusted community relationships and cultural fluency so that engagement strategies are grounded, inclusive, and accessible.

Adaptive and Iterative: We understand rapid change in New Orleans and will bring an adaptive, iterative approach to engaging the community. AECOM and Creativity Justified will provide an engagement plan with the approach and details proposed for establishing and managing a Technical Advisory Committee and a Community Advisory Committee. Some of the focus groups formed for the initial study disbanded, while the Gentilly and New Orleans East participants invested considerable time and could be asked again to support the effort.

Engagement Methods: Our outreach strategy blends in-person and digital tools to broaden access and build trust.

- **In-Person:** We facilitate ride-alongs, roundtables, pop-up events, and walk audits—often alongside our local partners—to capture insights from diverse voices.
- **Digital:** We deploy interactive digital tools to extend engagement beyond the meeting room.
- **Community Activation:** Beyond listening, we help spark momentum through pilot projects; tactical installations; and partnerships with local artists, youth



programs, and small businesses. These activations foster ownership and build excitement around long-term improvements. We understand that these corridors are already experiencing change, whether by private development, or city and state capital projects. Our process relies on a comprehensive vision for the corridor and a laser focus on resolving the issues critical for completing design and federal approvals. Potential options include underground utilities on Chef Menteur Highway, lighting trees along Gentilly Boulevard and further enhancements for the Claiborne Innovation District.

This people-first, design-with approach, led by a local team that knows New Orleans intimately, provides recommendations that are not only technically sound but deeply rooted in the voices of New Orleans residents. It's how we build projects that are embraced—and that last. Using our established networks, students, and creative approaches, the BRT station design will be a collaboration with community visionaries. The RTA has already been assessing stops and considering shelter design and fabrication. The data from the stop inventory and Better Bus Stops projects provide a headstart on community-supported station design.



Rendered Station and New Development at Lake Forest and Crowder Boulevards.

BRT Planning (Tasks 3, 10)

With the Feasibility Study complete, our planning focus shifts from broad alignment selection to detailed corridor validation. AECOM brings a delivery-focused mindset to BRT planning—shaped by on-the-ground experience navigating New Orleans' unique permitting landscape, coordinating with agencies like LADOTD and DPW, and advancing corridor projects through design, environmental clearance, and local review.

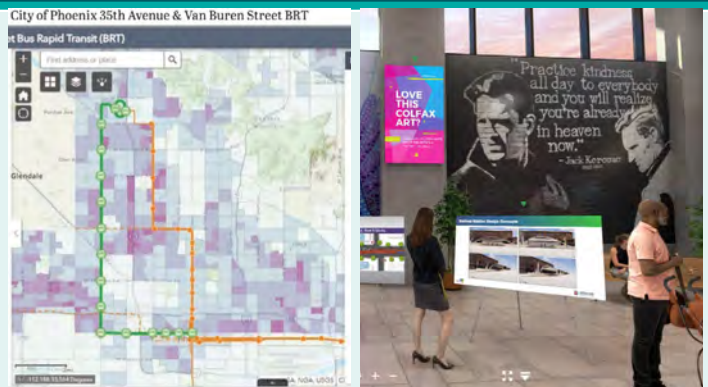
For the Corridor Conditions Assessment, we combine high-resolution fieldwork with GIS- and CAD-integrated workflows to produce a design-ready understanding of the corridor. Our team will verify ROW widths, document topography and pavement conditions, and conduct targeted geotechnical analysis at proposed station locations. We will inventory utilities both above- and below-ground utilities, drawing from record data and field investigations using current technology to identify potential conflicts early. Our assessments are tailored not just to inform 30% design, but to reduce uncertainty all the way through 100% construction documents.

Where ROW constraints are present, we apply context-sensitive design strategies—such as targeted curb extensions or bulb-outs at intersections—to minimize property impacts while enabling BRT infrastructure. This approach helps preserve local business access and maintain traffic flow without requiring full parcel acquisition. In parallel, we will identify any required ROW acquisition needs and, if applicable, develop a Real Estate Acquisition Management Plan (RAMP) in accordance with FTA guidelines. We understand the importance of balancing the need for dedicated lanes with considerations such as on-street parking, business access, and local revenue.



Demonstrated Success

For **BRT projects in Phoenix and Denver**, AECOM developed ArcGIS StoryMaps and a 360-degree virtual engagement hub that provided a single, ADA-compliant point of access for project updates, public meetings, surveys, and visualizations. These platforms allow residents to explore trade-offs, provide feedback, and follow the project timeline at their own pace—on any device, in multiple languages. In Denver, the **East Colfax BRT** hub even incorporated murals from the corridor and received rave reviews from the public.





What sets our team apart is how we structure and apply this data: everything we collect is built to serve multiple roles across planning, engineering, permitting, and environmental review. We will align closely with City of New Orleans and LADOTD staff to understand permitting touchpoints and develop a permitting schedule that anticipates the needs of both local and state segments.

Concurrently, our Transit System Safety and Security team will develop an FTA-compliant Safety & Security Certification (SSC) program, including management plans and guidance, and will lead familiarization workshops and technical working groups with the project team and stakeholders.

To be effective, the SSC program must be integrated early in the project to avoid delays, added costs, or operational impacts.

Together, these tasks provide a clear, detailed, and risk-aware foundation for advancing the corridor toward implementation, with a focus on accuracy, coordination, and long-term viability.

BRT Design (Tasks 5, 6, 9, 11)

With the LPA established, AECOM's design approach focuses on validating that alignment and selecting context-sensitive runningway configurations that support long-term operational success and community compatibility. Our work is rooted in implementation and structured to support a smooth transition to final design and construction.

Christina Edgar, PE, will lead runningway design, station configuration, and multimodal integration. **Jonathan McDowell, PE**, as segment coordination lead and a seasoned local engineer, will bring critical insight into design feasibility, ROW constraints, and permitting realities across the corridor. Together, they bring a unique perspective—grounded in local experience, design pragmatism, and BRT system expertise—on how to shape a buildable corridor from day one.

In the first 90 days, our team will convene a design workshop with RTA and agency partners to revisit key design assumptions, review cross section options, and

test corridor concepts against known constraints. This workshop will inform development of the 30% design package and establish early technical consensus across project partners.

Design Criteria Development: AECOM will prepare a Design Criteria Document to guide all elements of the corridor's design, developed in close collaboration with the RTA. The document will draw from local design guidelines, national BRT and HCT best practices, and findings from previous studies along the East-West Bank corridor. Segment leads will use this living document to verify consistency across design packages while remaining responsive to neighborhood-level needs. Following RTA and stakeholder input, a final version will be delivered with the 30% Design Package—though it can be refined over time as project decisions evolve.

"Building the Project" Decision-Making Tool: AECOM's "Building the Project" tool segments the corridor based on ROW, land use, and community input, then evaluates the performance of different BRT configurations—mixed-flow, side-running, and center-running—at the segment level. This "mix-and-match" methodology moves beyond a one-size-fits-all approach, helping teams select the right solution for each context.

For example, on Poydras Street, a bidirectional BRT lane within the median may offer a feasible solution—minimizing traffic impacts, preserving existing curb lines, and accommodating station infrastructure.

The tool integrates project goals and custom screening criteria—travel time savings, safety, access, phasing, and cost—to clearly communicate segment-level trade-offs and corridor-wide impacts in real time.

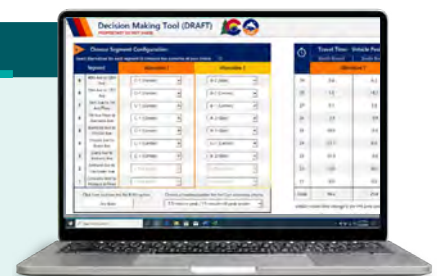
Station Typologies and Placement: We will use a programmatic typology tool to define scalable, context-sensitive station concepts—based on physical constraints, land use, projected ridership, and streetscape conditions. Station siting will be validated using a red flag analysis and station placement checklist covering:

- ROW capacity



Demonstrated Success

Our team has successfully applied this approach on projects like the Colorado Boulevard BRT in Denver, the North-South Corridor BRT in Chapel Hill, and CapMetro's Orange Line LRT in Austin. In Denver, the **"Building the Project" tool** helped identify fatal flaws in a full center-running alternative, allowing decision-makers to refine it into a hybrid concept that balanced feasibility with public input priorities.





- ADA accessibility
- Traffic and intersection geometry
- Parking and access impacts
- Visibility and crosswalk proximity
- Signal operations
- Bridge/viaduct constraints
- Utility constraints

Whether basic or enhanced, shelters will feature durable, maintainable materials and transparent design for safety. This process builds on AECOM's transit shelter work in Madison, Columbus, and Omaha.

Urban Design, Landscape, and Livability: The corridor traverses diverse neighborhoods—from commercial centers to parks to residential districts. AECOM's urban design team will balance a unified BRT identity with context-sensitive public space design. Thoughtful landscaping, public art, and low-maintenance green infrastructure will help create safer, more welcoming spaces for pedestrians while reinforcing the identity of each neighborhood along the corridor.

Construction Manager at Risk (CMAR) Coordination:

Our design process is structured to align with the Construction Manager at Risk (CMAR) delivery model. AECOM has delivered several CMAR transit projects, as well as dozens of other CMAR projects across different infrastructure sectors. More importantly, we understand and have delivered projects under the Louisiana CMAR model (LRS 38:2225). We are currently leading design of the new Louisiana International (Port) Terminal and previously led the design of the Mid-Barataria Diversion Project and the construction of the Louis Armstrong New Orleans International Airport, all delivered via CMAR.

30% Design Package Development: Once agreement has been reached on the concept and station strategy, AECOM will prepare comprehensive 30% design packages for each corridor segment. These packages will follow a consistent format but include unique segment-specific elements reflecting street conditions, transit needs, and design constraints. These will include:

- Overall route maps with connections to the local transit network
- Typical cross sections
- Streetscape and pavement plans (and profiles where necessary)
- Signage, striping, signal improvements, and IT/communications systems

These materials will be presented to RTA and partner agencies for review, and we will incorporate all feedback into the final 30% submittal to verify alignment with stakeholder expectations and interagency coordination. Our design packages will be grounded in constructability, phasing, and permitting considerations to streamline the path to final design and construction.

Traffic Studies: AECOM will engage Urban Systems to perform the modeling and analysis of traffic and transit operations. With the combined strength of our experts, our team is proficient in travel demand modeling and microsimulation analysis tools, including TransCAD, TransModeler, Vissim, Synchro, and SimTraffic. We believe the approach to traffic modeling requires an up-front scoping of the analysis in collaboration with FTA, the City of New Orleans, and the LADOTD. Urban Systems and AECOM both deliver traffic analysis work for the City currently and understand their requirements. We already have route data for RTA service within New Orleans and an inventory of traffic signals.

The LADOTD maintains traffic signal inventories for the signals that include State Routes. Unlike the City, the State of Louisiana has a deliberative process as part of what it refers to as the Traffic Engineering Process and Report (TEPR). Several AECOM and Urban Systems staff are certified in this process and have used it many times. We will negotiate with the LADOTD to arrive at the right-sized level of analysis. The TEPR process does not require any unnecessary data or analyses, but does have several milestones and review periods that will be effectively managed so that we adhere to the schedule.

As with our other DBEs, we will collaborate and meet frequently with the traffic analysis team. Those not yet familiar with BRT analysis and design will be coached by those with experience. Urban Systems will lead iterative scenario development, yielding findings for the RTA and the Technical and Community Advisory Committees. In several locations, options will have trade-offs for service optimization, cost, and impacts on other uses of the ROW. Urban Systems provided similar services in the Transit Signal Priority Systems Broad Street and General DeGaulle Drive projects, which also included TSP and a comparative analysis of near-side and far-side stops.

When analyzing safety along the East-West Bank BRT Route, it will be crucial to gain a comprehensive understanding of each safety issue, its extent, and its susceptibility to improvement. The art and science of



traffic safety has leapt forward in recent years, requiring a credentialed Road Safety Professional (RSP) lead the work. AECOM's **Greg Trahan** maintains this credential and applies it to safety studies every year. AECOM is also addressing safety on the New Orleans roads through our efforts on DPW758 Speed Management Study. From our work in New Orleans, the City's Safe Streets Priority Finder, and the New Orleans Transportation Safety Dashboard, we have identified three areas of focus for traffic safety generally: General De Gaulle Drive, Gentilly Boulevard, and throughout the CBD. Along General De Gaulle Drive and Gentilly Boulevard, high speeds are a challenge, leading to more serious crashes. In the CBD, fatalities and serious injuries are less common, but the density of activities and presence of many modes requires a different approach.

Survey and ROW: There are a myriad of adjacent ownerships in the corridor, and obtaining permission to enter may be time-consuming. To eliminate such delays, the topographic survey will be started as an early action item and completed using a combination of ground survey, aerial mapping, and mobile LiDAR. This combination of survey techniques is currently being successfully used by **lead survey team member Bruce Dyson, PE, PLS**, to obtain curb ramp survey for sections of the corridor.

Utilities and SUE: Utility mapping for a corridor of this length will demand considerable time and started as an early action item. The team will collect Quality Level B (QLB) information and build a high-quality representation of the existing utilities. Vacuum excavation and various forms of non-destructive investigation techniques will be used as needed. Early and continued coordination with utility providers along the corridor will be critical for keeping the project on schedule.

Vehicle Recommendation and Selection: Vehicles are among the most visible and influential elements of BRT branding. AECOM will work with RTA to determine the appropriate vehicle type and size based on forecasted

“The quality of service and products has been great. AECOM has set a bar for managing complex projects.” – *Gerardo Hidalgo, Project Manager, CDOT Region 1 BRT Program, Colorado Boulevard BRT Study*

ridership and station layouts. Key considerations will include:

- Vehicle aesthetics aligned with marketing and wrap guidelines
- Interior layout based on anticipated boarding/alighting patterns
- Compatibility with platform design and ADA accessibility
- Integration with existing fleet for parts commonality and maintenance efficiency
- ITS readiness for fare collection, passenger info, and TSP

AECOM will draw on lessons learned from recent BRT vehicle deployments to recommend specifications that meet performance needs while supporting system identity and passenger comfort.

Low- and Zero-Emission Vehicle Strategy: BRT projects present a prime opportunity to demonstrate the benefits of low- or zero-emission operations. AECOM will evaluate the feasibility of battery-electric or hydrogen fuel cell vehicles for this corridor, identifying any performance constraints and assessing infrastructure needs for charging or fueling.

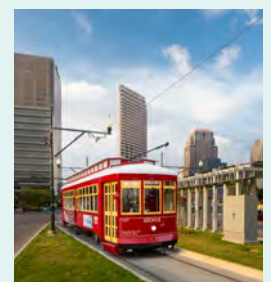
Our team will build off the recent work completed by the RTA to assess readiness for zero-emission vehicles, coordinate with the planned roll-out of 20 new electric buses, and consider the reliability of the Entergy grid as we develop vehicle recommendations consistent with RTA goals.

Operations and Maintenance (O&M) Facility Planning: Our team will also provide recommendations for O&M facility design and retrofit needs based on selected



Demonstrated Success

Early utility planning proved critical on the **Rampart-St. Claude Streetcar Extension** where the schedule was highly aggressive due to the requirement to be operational by the 2013 Super Bowl. Although utility locations were generally known, they became critical during construction because of conflicts with shallow utilities along Canal Street. Pre-planning and locating the utilities allowed the design team to refine the typical section and mitigate some utility modifications by using a special pile cap to provide for an offset placement of replica OCS light poles. The team was also able to provide limited relocations for the crossings under the track slab. These mitigation techniques helped reduce both relocation costs and change orders during construction.





vehicle types. Where space allows, we recommend integrating a training and commissioning platform into the facility site plan. This provides off-street space for:

- New vehicle commissioning
- Operator training on platform approach/alignment
- Daily interior detailing and inspection

This approach reduces the burden on in-service facilities and improves readiness for system launch.

Fare Payment Systems: Off-board fare collection is key to minimizing dwell time and achieving true BRT performance. AECOM will evaluate how ticket vending machines (TVMs) and fare validators can be integrated with RTA's existing farebox system and ITS infrastructure, allowing fare readiness to be embedded in operations from day one. We will consider:

- Findings from the recently initiated Fare Collections System Upgrade
- Compatibility with RTA's planned payment architecture
- Placement of TVMs and validators in stations
- Enforcement strategies that empower riders to confidently board and pay

7. Strategies for Cost Control, Schedule Adherence, Project Management, and FTA Small Starts Alignment

Project Management and Schedule Adherence:

AECOM's approach to project management is grounded in clear roles, proactive coordination, and disciplined controls. Our leadership team brings the technical depth and local insight needed to guide the East-West Bank BRT through 30% design and successfully complete the Project Development phase of the FTA Capital Investment Grants (CIG) program. The team is trained and ready to maintain schedule adherence by tracking progress daily, flagging risks early, and resolving issues before they affect key milestones.

Together, this leadership team will deliver all analyses, drawings, and documentation required for FTA Evaluation and Rating, culminating in the successful completion of the Project Development phase. Our team will use a milestone-driven Work Breakdown Structure (WBS), centralized risk tracking, and structured design-phase reporting to ensure transparency, accountability, and schedule fidelity at every step.

AECOM's Project Management Leadership Team



Kelly Duggan, AICP
PROJECT MANAGER

Based in New Orleans, Kelly will serve as Project Manager and primary point of contact with RTA. She will oversee the work plan, manage agency coordination, and verify alignment with expectations. Kelly will lead weekly design team meetings and milestone check-ins, track stakeholder engagement inputs, and use AECOM's Project Health Dashboard to monitor progress and keep tasks on schedule. She will also work closely with RTA to confirm that the design effort directly supports Purpose and Need, land use readiness, and the metrics required for FTA Evaluation and Rating. Kelly combines cross-sector leadership with structured project delivery to keep multidisciplinary teams focused, responsive, and on track to meet schedule and budget goals.



Jonathan McDowell, PE
DEPUTY PM

As Deputy Project Manager (PM) and local Design Lead, Jonathan will manage the project risk register and serve as the technical lead for ROW, permitting, and constructability. He will work closely with segment lead engineers to identify utility conflicts, cross-section constraints, and permitting challenges early—verifying that issues are documented and resolved before they affect schedule. Jonathan's 28 years of local delivery experience supports schedule assumptions that are grounded in implementation realities. Jonathan brings unmatched local infrastructure knowledge and a deep understanding of permitting and construction realities that shape design timelines.



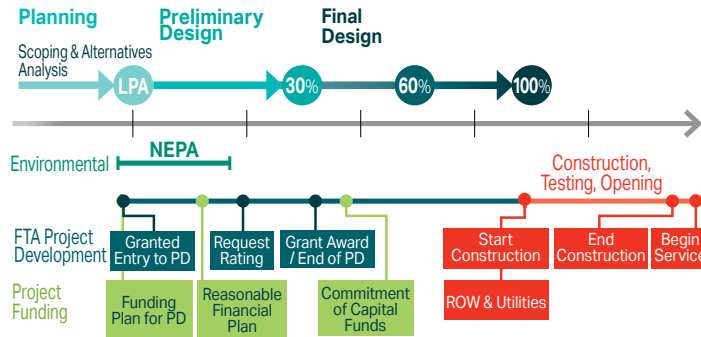
Christina Edgar, PE
BRT DESIGN LEAD

Christina, who is one of AECOM's national BRT design leads, will guide the development of the 30% design package and facilitate coordination across transit operations, roadway design, and multimodal elements. She will oversee QA/QC, facilitate structured interdisciplinary design reviews, and guide development of a custom 30% milestone checklist aligned with RTA and FTA expectations. Christina brings the BRT design leadership and system-level thinking necessary to deliver a corridor that is functional, fundable, and future-ready.



Because the project is already in Project Development (PD), this schedule builds on completed work, reflects the current scope of 30% Design and NEPA, and shows the path through final design, construction, and service launch.

Conceptual Project Implementation Schedule



Cost Control: AECOM integrates cost control into every phase through detailed, bottom-up estimates tied to the WBS and aligned with FTA's Standard Cost Category (SCC) format. Estimates begin with interdisciplinary design reviews (approximately 30 days prior to submission) and are updated at each milestone. Estimates will reflect New Orleans-specific conditions and include appropriate contingencies per FTA guidelines.

FTA Small Starts Alignment: AECOM brings deep knowledge of the CIG process, serving as the FTA's advisor on the National BRT Initiative Program. **BRT Cost and Capital Investment Lead Gavin Poindexter** will lead coordination with the FTA and streamline documentation requirements. This early screening of the corridor offers insights into improving project ratings.

Gavin and his team are also deeply familiar with the recent FTA updates to the land use criteria and will revisit the analysis with this new lens as a first step in the project.

Potential strategies for rating improvement include:

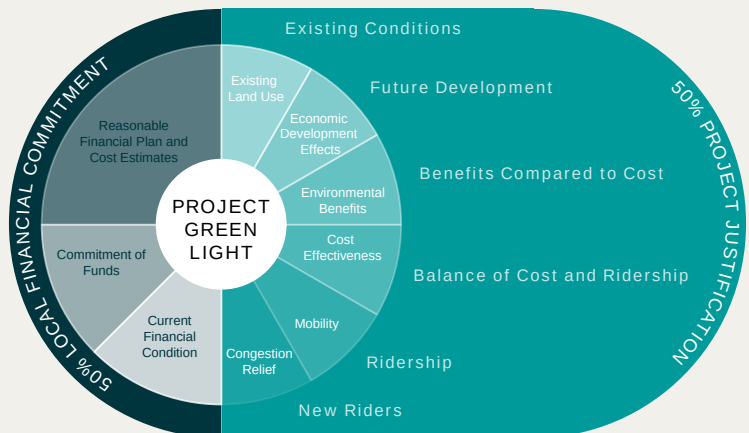
- **Station placement** to maximize population and employment density ratings.
- **Alignment refinements** to increase the share of affordable housing units served.
- **Ongoing engagement** with FTA to align on Purpose and Need, ridership modeling, and schedule assumptions.

FTA Ratings Criteria Documentation: This project was accepted into Small Starts Project Development in June of 2023. FTA has stated it cannot rate any additional projects until they have updated the CIG guidance to align with the Trump administration's recent Executive Orders. It remains important for local decision makers to have confidence in how the project will qualify for funding in the FTA CIG program. Where feasible, we will help RTA pursue a streamlined financial review, avoiding the need for a detailed 20-year cash flow model. We will develop a Financial Plan that outlines capital funding sources and demonstrates RTA's financial standing. We will verify that it clearly outlines full project costs, budget year alignment, and a realistic schedule—all key concerns for FTA acceptance.

Ridership Forecasts: AECOM's **FTA CIG Ridership Forecasting Lead Patrick Coleman** will lead ridership forecasts in alignment with both NEPA and the CIG program. AECOM will update the RTA's existing Simplified Trips-on-Project Software (STOPS) model to reflect current ridership data, operational assumptions, and guideway factors affecting transfer rates between BRT and streetcar. Forecast outputs will include ridership, boardings, passenger miles, and Vehicle Miles Traveled (VMT) savings, documented in a report suitable for FTA submittal.

FTA Project Justification Rating

FTA bases a project's Project Justification rating on six equally rated sub-criteria. Through the course of our planning and design efforts, AECOM will develop the materials necessary for FTA to evaluate the project for five of six sub-criteria. The economic development rating is a qualitative rating based on a snapshot in time and information affecting this rating will change between completion of this study and the initial request to be rated by the FTA. AECOM assesses the rating the project would need to receive for economic development to be eligible for CIG funding. Furthermore, our team offers strategies to achieve that rating.





D. Featured Experience

AECOM has a wealth of local and national experience in designing and implementing BRT corridors in urban communities. We have designed BRT corridors with similar engineering requirements and challenges, including projects traversing underserved communities. Our project portfolio demonstrates the depth of our team members' related project experience and our proven track record in each task area.

Locally, we work and/or partner with most major public entities within New Orleans and deliver some of the region's most iconic projects, including the RTA

Rampart Street-St. Claude Avenue Rail Expansion and the Canal Street to Union Passenger Terminal Rail Expansion projects. We have a proven track record of working successfully with various local clients, including the City of New Orleans, New Orleans Sewer and Water Board (SW&B), the LADOTD District 02 and Headquarters, FTA, and the New Orleans Regional Planning Commission (NORPC). Through these extensive local project experiences, AECOM has developed a deep understanding of the infrastructure issues and needs, local conditions, people, and culture of New Orleans.

AECOM has planned, designed, financed, constructed, and operated BRT systems that offer first-class service that is fast, simple, and safe. A selection of those are shown below and on the following pages. Additional BRT and local experience can be found on AECOM's CQ-12 Form in Section 3.

Relevant Projects

AECOM has planned, designed, financed, constructed, and operated BRT systems that offer first-class service that is fast, simple, and safe. A selection of those are shown below and on the following pages. Additional BRT and local experience can be found on AECOM's CQ-12 Form in Section 3.										
	Project Management	Outreach	Corridor Assessment	Hazard/Safety Analysis	NEPA	Design Criteria	30% Design (route & station)	Traffic Modeling & Analysis	Cost/Capital Grant Analysis	Ridership, Performance & Scheduling Analysis
Relevant Projects										
University Corridor BRT <i>Houston, TX</i>										
BRT in Central Ohio <i>Columbus, OH</i>										
BRT in Madison <i>Madison, WI</i>										
BRT in Denver <i>Denver, CO</i>										
35th Avenue and Van Buren Street BRT <i>Phoenix, AZ</i>										
BRT in Grand Rapids <i>Grand Rapids, MI</i>										
CONNECT 1 East-West BRT <i>Milwaukee, WI</i>										
Chapel Hill North-South BRT <i>Chapel Hill, NC</i>										



University Corridor BRT

Houston, TX

Client	Dates of Service	Project Value
Metropolitan Transit Authority of Harris County (Houston METRO)	2021-2024	\$2.28B

AECOM was selected as the General Engineering Consultant for the Project Development phase to advance the concept design and deliver the 30% preliminary engineering for FTA's NEPA evaluation. AECOM identified priorities around the initiation and coordination of work on the early scoping for reasonable and feasible alternatives, stakeholder coordination, engagement with the diverse neighborhoods along the corridor by supporting Houston METRO's public involvement events, and development of a 30% preliminary engineering with a solid project footprint accompanied by segment-specific Basis of Design documents. AECOM's work included survey/ROW, platform architectural design, multimodal roadway design, TSP, drainage, elevated guideway and platform structures, geotechnical, existing utilities/SUE, proposed utility relocation, signals, urban planning/pedestrian access, safety and security, systems and communications design, and computation of quantities. The University Corridor BRT is a proposed 25-mile center-running BRT in dedicated guideway under development for the FTA New Starts CIG program. The corridor will have 42 stations servicing three universities, connect to five existing Houston METRO transit centers, three METRORail LRT lines, Houston METRO's Silver Line BRT, and several enhanced BOOST bus service routes.

✓ Relevance to RTA

- Preliminary Engineering
- NEPA
- Project Management
- Outreach
- BRT Planning
- BRT Design



BRT in Central Ohio

Columbus, OH

Client	Dates of Service	Project Value
Central Ohio Transit Authority (COTA)	2021-2022 (BRT Design & NEPA)	\$1,644,000 (HCT Planning)
	2022-2023 (Continued Design)	\$7.5M (BRT Design & NEPA)
	2023-2028 (Construction Phase Services)	\$30M (Continued Design)
		\$15M (Continued Design)

East-West High-Capacity Corridor Transit (HCT) Plan, Planning and 30% Design for East Main Street BRT and West Broad Street BRT

COTA hired AECOM in 2020 to develop a vision plan for implementing rapid transit in the region. AECOM also advanced HCT planning for the East-West Corridor, a 20-mile corridor serving two of COTA's highest ridership routes. As part of the alternatives analysis, AECOM segmented the corridor by land use patterns and ROW configuration, then generated technical analyses to support decision making around these key issues. Following an assessment of the data and public feedback, the East-West Corridor was broken into three independent BRT LPAs (West Broad, East Main, and East Broad). The COTA Board of Directors adopted the LPAs on July 28, 2021, and the projects subsequently granted entry into the FTA's CIG Small Starts program in October 2021. AECOM advanced the planning and design effort toward 30%.

West Broad Street BRT Final Design

After completing the corridor study, AECOM provided detailed design and construction support services for the 9.3-mile-long West Broad BRT corridor. The primary goal of the project was to complete final design and prepare construction documents in compliance with the NEPA and the FTA CIG Program. The AECOM team provided professional services to advance the design to 60%.

✓ Relevance to RTA

- Preliminary Engineering
- NEPA
- First-time BRT Implementation
- Selected for Additional BRT Corridor Development
- CMAR Management
- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment



BRT in Madison

Madison, WI

Client	Dates of Service	Project Value
City of Madison	2018-2024	\$10.7M
	(Rapid Route A)	(Rapid Route A)
	2023-2028	\$15M
	(Rapid Route B)	(Rapid Route B)

Metro Rapid Route A BRT (East-West Corridor)

In 2018, the City of Madison hired AECOM to lead a 24-month study to advance Madison's priority corridor for BRT investment (identified in the 2013 Madison Transit Corridor Study) through advanced planning and conceptual design, selection of an LPA, entry into the Small Starts Project Development pipeline, and a NEPA class of action request. Major decision points for the City and project stakeholders included routing configuration on the western end of the corridor and through the downtown, station locations, and guideway design. AECOM segmented the corridor by land use patterns and ROW configuration, then generated technical analyses to support decision making around these key issues. AECOM led the final design in 2020, completed 60% design in 2021, and construction in 2022. Revenue service began in 2024.

Metro Rapid Route B BRT (North-South Corridor)

In 2023, AECOM was selected again by the City of Madison to plan and design the City's second BRT route (Metro Rapid Route B), approximately 15 miles serving north-south travel across the city. The project is pursuing a Small Starts Grant for 26 new stations and additional associated infrastructure improvements, including the full reconstruction of a portion of Park Street, a pedestrian and bike bridge, and upgrades to one at-grade railroad crossing. The project includes 5.2 miles of new exclusive bus lanes and 6.3 miles of new BRT in mixed traffic. BRT buses use a combination of center bus lanes, side bus lanes, and mixed-traffic operation.

✓ Relevance to RTA

- Preliminary Engineering
- NEPA
- First-time BRT Implementation
- Selected for Additional BRT Corridor Development
- In-Service/Operational
- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment



BRT in Denver

Denver, CO

Client	Dates of Service	Project Value
City and County of Denver and the Colorado Department of Transportation	2020-2027	\$280M
	(East Colfax)	(East Colfax)
	2024-2030	\$Unknown
	(Colorado Blvd.)	(Colorado Blvd.)

East Colfax BRT Preliminary and Final Design

This transformative initiative improves mobility, safety, and connectivity along the corridor. It consists of both center- and side-running BRT along a 10-mile stretch of Colfax Avenue through the hearts of the City and County of Denver and City of Aurora along one of the region's highest ridership bus routes. As a major subconsultant, AECOM held a wide variety of project responsibilities, including leading the NEPA process to an FTA-approved Categorical Exclusion document, successfully securing FTA Small Starts Funding by advising on the grant application, reviewing the financial plan, and collaborating with the CMGC during various phases of design development.

Colorado Boulevard BRT NEPA and Preliminary Engineering

In 2024, AECOM was selected to lead Colorado Boulevard, the next BRT segment implementation in Denver. This project will enhance mobility, safety, and service levels for transit along the 7.5-mile corridor. Extensive environmental analysis is being conducted to support the NEPA process for either an Environmental Assessment or Categorical Exclusion. Preliminary engineering encompasses design of the locally preferred alternative with 10%, draft 30%, and final 30% design milestones, which include BRT runningway design, robust traffic simulation, safety analysis supporting pedestrian and bicycle infrastructure improvements, BRT station design, and BRT operations and service planning.

✓ Relevance to RTA

- Preliminary Engineering
- NEPA
- First-time BRT Implementation
- Selected for Additional BRT Corridor Development
- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment



35th Avenue/Van Buren Street BRT

Phoenix, AZ

Client	Dates of Service	Project Value
City of Phoenix	2022-2024	\$4.32M

AECOM conducted the corridor alternatives analysis and preliminary engineering for this first BRT corridor in Phoenix. Tasks included stakeholder coordination, public engagement support, corridor alternative analysis, ROW mapping, conceptual platform design and station area planning, traffic microsimulation analysis, multimodal corridor safety analysis, design criteria development, cost estimation, and 15% design plans.

In 2015, Phoenix voters approved Proposition 104, creating the 35-year T2050 program. BRT was identified as a key component of T2050 to continue expanding the city's HCT network and introduce the city's first BRT system. On April 20, 2022, Phoenix City Council approved the BRT Program to continue transit analysis and develop conceptual design alternatives for the initial BRT corridor of 35th Avenue and Van Buren Street. This enhanced transit center currently services the latest regional light rail extension, commuter bus service, park and ride, and enables intermodal HCT connectivity with BRT upon corridor completion.

This project incorporated numerous stakeholders, interdepartmental input and collaboration, and involved detailed technical analysis through a highly constrained corridor.

✓ Relevance to RTA

- Preliminary Engineering
- NEPA
- First-time BRT Implementation
- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment



BRT in Grand Rapids

Grand Rapids, MI

Client	Dates of Service	Project Value
The Rapid (Interurban Transit Partnership)	2011-2013 (Silver Line)	\$4M (Silver Line)
	2020-2020 (Laker Line)	\$5M (Laker Line)

Silver Line BRT and Laker Line BRT

AECOM assisted The Rapid in Grand Rapids in designing and constructing its Silver Line and Laker Line BRT corridors.

Each of these projects built off The Rapid's highest-ridership corridors and implemented rapid-bus service that features stations with level-boarding platforms, off-board fare collection, TSP and enhanced station amenities (e.g., bike parking, landscaping, and park-and-rides).

AECOM's role on each of the design teams was to design site features for each station along the lines. This involved developing the location and orientation of each platform site, as well as integrating the station features into the surrounding context along the corridors. Related enhancements to pedestrian infrastructure and street crossings were incorporated at most of the stations along the lines.

The Silver Line has been in operation since 2014, and ridership has grown each year along the Division Avenue corridor connecting Grand Rapids, Wyoming, and Kentwood.

The Laker Line connected downtown Grand Rapids to the Grand Valley State University campus in Allendale. It opened operations in 2020.

✓ Relevance to RTA

- First-time BRT Implementation
- Selected for Additional BRT Corridor Development
- In-Service/Operational
- CMAR Management
- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment



CONNECT 1 East-West BRT

Milwaukee, WI

Client	Dates of Service	Project Value
Milwaukee County Transit System	2014-2023	\$3.8M

AECOM delivered a feasibility study and final design that led to the construction of the CONNECT 1 East-West BRT, a 9-mile corridor connecting major employment, education, and recreation destinations through downtown Milwaukee, Milwaukee's Near West Side, Marquette University, Wauwatosa, and the Milwaukee Regional Medical Center. This first-of-its-kind project in Wisconsin will provide enhanced access to the region's most vital, most traveled, and most congested corridor while improving access, mobility, and safety for Milwaukee County's residents and visitors.

The 34-station and runningway design along with the massive coordination process with many key stakeholders was a great undertaking. AECOM was the principal firm and team coordinator for design of these facilities, including planning; utility coordination; architectural design; preliminary and final submittals; funding procurement; and organization of various teams and infrastructure pieces, such as the civil design, lighting, power system, bus route, drainage, and pedestrian experience.

The CONNECT 1 East-West BRT project exemplifies innovative transit solutions, sustainable practices, and effective collaboration, setting a new standard for public transit in Wisconsin. ***This project was recently honored with the ACEC Wisconsin 2025 Engineering Excellence Best of State Award.***

✓ Relevance to RTA

- First-time BRT Implementation
- In-Service/Operational Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment

Chapel Hill North-South BRT

Chapel Hill, NC

Client	Dates of Service	Project Value
Chapel Hill Transit	2015-2027	\$11.2M

The North-South Corridor Study was a 24-month transit investment study led by Chapel Hill Transit. The project, funded through a combination of federal (FTA) and local funds, identified and evaluated a series of transit investment alternatives for implementation within the 7.3-mile study corridor running through downtown Chapel Hill, the University of North Carolina at Chapel Hill (UNC) main campus, UNC Hospitals campus, and the proposed UNC Carolina North development.

The study expanded on previous planning work to identify a locally preferred transit investment alternative that facilitates safe, efficient and expanded levels of mobility within the increasingly busy study corridor, and to improve connectivity between the corridor and the Research Triangle region. The BRT LPA evaluated use of higher-capacity buses, optimized station locations, and targeted use of dedicated lanes.

Following a multi-phase, iterative alternative development and evaluation process that was supported by extensive public engagement activities, a BRT LPA was approved by the Chapel Hill Town Council in spring 2016. The project was approved for entry to the FTA Project Development pipeline in fall 2016.

AECOM delivered 30% design in September 2019 and is currently progressing the final design phase of this project.

✓ Relevance to RTA

- Project Management
- Outreach
- BRT Planning
- BRT Design
- BRT Cost & Capital Investment

2

Exhibit A: Rate Sheet and Schedule *(see Attachment A)*



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Principal	\$132.61	\$53.05	\$168.55	\$354.21
Project Manager	\$127.31	\$50.92	\$161.81	\$340.04
Sr. Engineer III	\$116.70	\$46.68	\$148.32	\$311.70
Sr. Engineer II	\$106.09	\$42.44	\$134.84	\$283.37
Sr. Engineer I	\$91.50	\$36.60	\$116.30	\$244.40
Civil Engineer III	\$82.75	\$33.10	\$105.18	\$221.03

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

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A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Civil Engineer II	\$67.90	\$27.16	\$86.30	\$181.35
Civil Engineer I	\$55.17	\$22.07	\$70.12	\$147.35
Engineering Intern III	\$46.68	\$18.67	\$59.33	\$124.68
Engineering Intern II	\$42.44	\$16.97	\$53.94	\$113.35
Engineering Intern I	\$38.19	\$15.28	\$48.54	\$102.01
CAD Manager	\$58.35	\$23.34	\$74.16	\$155.85

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
CAD Technician II	\$36.07	\$14.43	\$45.85	\$96.34
CAD Technician I	\$31.83	\$12.73	\$40.45	\$85.01
Sr. Designer III	\$55.17	\$22.07	\$70.12	\$147.35
Sr. Designer II	\$51.98	\$20.79	\$66.07	\$138.85
Sr. Designer I	\$48.80	\$19.52	\$62.03	\$130.35
Clerical	\$37.13	\$14.85	\$47.19	\$99.18

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Mechanical Engineer	\$97.60	\$39.04	\$124.05	\$260.70
Mechanical Engineer	\$71.08	\$28.43	\$90.34	\$189.86
Sr. Electrical Engineer	\$99.72	\$39.89	\$126.75	\$266.36
Electrical Engineer	\$70.02	\$28.01	\$88.99	\$187.02
Sr. Geotechnical Engineer	\$106.09	\$42.44	\$134.84	\$283.37
Geotechnical Engineer	\$63.65	\$25.46	\$80.91	\$170.02

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Environmental Manager	\$74.26	\$29.71	\$94.39	\$198.36
Environmental Professional II	\$58.35	\$23.34	\$74.16	\$155.85
Environmental Professional I	\$42.44	\$16.97	\$53.94	\$113.35
Student Intern	\$26.52	\$10.61	\$33.71	\$70.84
Principal Transit Planner	\$144.66	\$57.87	\$183.87	\$386.40
Sr. Transit Planner	\$108.97	\$43.59	\$138.51	\$291.07

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Transit Engineer	\$68.03	\$27.21	\$86.47	\$181.71
Transit Safety Specialist	\$90.21	\$36.08	\$114.65	\$240.94
Principal Transportation Planner	\$101.91	\$40.76	\$129.53	\$272.20
Strategic Communications Specialist	\$80.76	\$32.30	\$102.65	\$215.72
Sr. Traffic Engineer	\$62.04	\$24.81	\$78.85	\$165.70
Principal Planner/Environmental Professional	\$129.43	\$51.77	\$164.51	\$345.71

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Planner II	\$99.72	\$39.89	\$126.75	\$266.36
Sr. Planner I	\$84.87	\$33.95	\$107.87	\$226.69
Planner III	\$72.14	\$28.86	\$91.69	\$192.69
Planner II	\$59.41	\$23.76	\$75.51	\$158.69
Planner I	\$46.68	\$18.67	\$59.33	\$124.68
Sr. Architect II	\$108.21	\$43.28	\$137.54	\$289.03

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Architect I	\$91.24	\$36.49	\$115.96	\$243.70
Architect III	\$74.26	\$29.71	\$94.39	\$198.36
Architect II	\$57.29	\$22.92	\$72.81	\$153.02
Architect I	\$40.31	\$16.13	\$51.24	\$107.68
Sr. Landscape Architect	\$99.72	\$39.89	\$126.75	\$266.36
Landscape Architect	\$65.78	\$26.31	\$83.60	\$175.69
Arborist	\$50.92	\$20.37	\$64.72	\$136.02

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 135 % of Labor Cost.



IV. SUBMISSION DOCUMENTS

**Exhibit A
Rate Sheet and Schedule****Note: Please include a separate Rate Sheet for each firm on the project team**

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
CEO/Creative Director	\$85.00	\$12.75	\$25.50	\$123.25
Director, Projects and Contracts	\$55.00	\$8.25	\$16.50	\$79.75
Director, Client Experience	\$70.00	\$10.50	\$21.00	\$101.50
Director, Creative and Strategy	\$80.00	\$12.00	\$24.00	\$116.00
Sr. Graphic Designer	\$50.00	\$7.50	\$15.00	\$72.50
Jr. Graphic Designer	\$35.00	\$5.25	\$10.50	\$50.75

Direct costs shall be reimbursed by the RTA at cost.**Annual escalation of Hourly Salary Rates shall not exceed 4%.**

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 30% of Hourly Salary Rate (e.g., Director, Creative and Strategy – 30% of \$80.00 = \$24.00).



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule**Note: Please include a separate Rate Sheet for each firm on the project team**

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Multimedia Designer	\$60.00	\$9.00	\$18.00	\$87.00
Videographer (including editing)	\$210.00	\$30.00	\$60.00	\$300.00
Photographer	\$140.00	\$20.00	\$40.00	\$200.00
Community Engagement Lead	\$40.00	\$6.00	\$12.00	\$58.00
Administrative Personnel	\$30.00	\$4.50	\$9.00	\$43.50

Direct costs shall be reimbursed by the RTA at cost.**Annual escalation of Hourly Salary Rates shall not exceed 4%.****Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 30% of Hourly Salary Rate (e.g., Director, Creative and Strategy – 30% of \$80.00 = \$24.00).**



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Professional Land Surveyor	\$76.90	N/A	157.98% Overhead 15% Profit	\$228.20
Survey Technician	\$35.00	N/A	157.98% Overhead 15% Profit	\$103.84
CADD Technician	\$27.00	N/A	157.98% Overhead 15% Profit	\$80.10
Survey Crew	\$64.00	N/A	157.98% Overhead 15% Profit	\$189.88

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor’s facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as NA % of NA.



Final Rates will be negotiated with our Prime Consultant upon award.

IV. SUBMISSION DOCUMENTS

Exhibit A Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Civil Engineer				\$275.00
Sr. Civil Engineer I				\$230.00
Civil Engineer Level III				\$175.00
Engineering Technician				\$115.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as N/A % of N/A.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Principal	\$115.60	N/A	\$234.21	\$350.00
Sr. Principal Engineer	\$87.67	N/A	\$177.33	\$265.00
Principal Engineer	\$82.71	N/A	\$167.29	\$250.00
Sr. Engineer	\$72.78	N/A	\$147.22	\$220.00
Project Engineer I	\$67.82	N/A	\$137.18	\$205.00
Project Engineer II	\$61.20	N/A	\$123.80	\$185.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as N/A % of N/A.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Project Engineer III / Project Manager	\$56.24	N/A	\$113.76	\$170.00
Project Engineer IV	\$49.63	N/A	\$100.37	\$150.00
Project Engineer V	\$44.66	N/A	\$90.34	\$135.00
Engineer Intern I	\$41.35	N/A	\$83.65	\$125.00
Engineer Intern II	\$34.74	N/A	\$70.26	\$105.00
Senior Technician	\$43.01	N/A	\$86.99	\$130.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as N/A % of N/A.



IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Principal Designer	\$61.20	N/A	\$123.80	\$185.00
Senior Designer	\$49.63	N/A	\$100.37	\$150.00
Designer	\$43.01	N/A	\$86.99	\$130.00
Senior Drafter	\$39.70	N/A	\$80.30	\$120.00
Drafter	\$34.74	N/A	\$70.26	\$105.00
Project Administrator	\$38.05	N/A	\$76.95	\$115.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as N/A % of N/A



IV. SUBMISSION DOCUMENTS

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Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Principal/Supervisor Engineer				\$250.00
Professional Engineer				\$190.00
Engineer Intern/Graduate Engineer				\$125.00
CADD Designer				\$105.00
Technician				\$65.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor’s facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as __% of __N/A_____.



Final Rates will be negotiated with our Prime Consultant upon award.

IV. SUBMISSION DOCUMENTS

Exhibit A Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Sr. Civil Engineer	\$110.00		\$239.00	\$333.00
SUE Manager	\$62.00		\$135.00	\$197.00
Sr. Technician	\$37.00		\$80.00	\$117.00
SUE Crew – QL-C	\$63.00		\$137.00	\$200.00
SUE Crew – QL-B (This is level B locates and WHOLE DAY WILL BE CHARGED)	\$125.00		\$275.00	\$400.00
SUE Crew – QL-A (This is potholing and requires Vac Truck. WHOLE DAY WILL BE CHARGED. Additional Direct Expense may be incurred and billed based on site conditions)	\$189.00		\$411.00	\$600.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as N/A % of N/A.



IV. SUBMISSION DOCUMENTS

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A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Strategic Federal Advisor	\$190.00	\$72.00	\$36.00	\$298.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor’s facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as 12 % of \$ 262.



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IV. SUBMISSION DOCUMENTS

Exhibit A
Rate Sheet and Schedule

Note: Please include a separate Rate Sheet for each firm on the project team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on site)	E. Fully Loaded Hourly Rate (B + C + D)
Principal-in-Charge/President	\$86.54	\$27.16	\$126.30	\$240.00
Sr. Engineer	\$76.92	#17.75	%110.33	\$205.00
Project Engineer	\$60.10	\$12.94	\$111.96	\$185.00
Civil Designer (EI)	\$45.67	\$11.15	\$89.50	\$145.00
Sr. CADD Drafter	\$41.68	\$11.15	\$72.17	\$125.00

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%.

Note that all labor performed off-site (not at contractor's facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as NA % of NA.



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	234
ProjectSchedule Delivery Date	November 30, 2026
Technical Specs attached	No
Scope of Work attached	Yes

- 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: RABALAIS, RAFE

Title: DIRECTOR OF CAPITAL PLANNING

Ext: 8361

B. Name of Project, Service or Product:

East-West Bank Bus Rapid Transit Preliminary Engineering and NEPA Clearance

C. Justification of Procurement:

The purpose of this solicitation is to select a designer/engineer who will complete the preliminary design and engineering of the planned BRT corridor. This phase will take the design to an approximately 30% level of completion. The design team will also be tasked with furnishing all of the materials, technical reports, and analyses to complete project review under the National Environmental Policy Act (NEPA). The design team will also be tasked with securing NEPA approval. This work is a critical initial design step to realizing the RTA's goal of a completed BRT route, in accordance with our adopted Strategic Mobility Plan and Capital Investment Program. Note that the funding source for this work is entirely federal as the federal source is ARP funds (LA-2023-008).

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director Grants / Federal Compliance	Alisa P Maniger
Signature	Alisa P Maniger
Date	March 10 2025

E. Information Technology:

IT Dept Head	Sterlin J Stevens
Signature	Sterlin J Stevens
Date	3/19/2025 7:46 PM

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

Additional Safety Requirements Attached:



Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	March 13 2025

G. Risk Management:

Include Standard Insurance Provisions Only?

Yes

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	March 13 2025

H. 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	Budget Code
Year-1		
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Independent Cost Estimate (ICE): \$5,322,955.00

Projected Total Cost: \$5,300,000.00

Funding Type: Federal

Grants or Capital Project ID: 2021-FG-01

Federal Funding	State	Local	Other
\$6,025,000.00			
Projected Fed Cost	State	Local	Other
\$5,300,000.00			

FTA Grant IDs	Budget Codes
LA2023-008 - 44.27.00A	
LA2023-008 - 44.27.00B	



Budget Analyst	
Signature	
Date	

I. DBE/SBEGoal:

% DBE	30.5
% Small Business	0

Director Small Business	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	March 13 2025

DBE/EECompliance Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	March 19 2025

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

Department Head	Rafe Rabalais
Signature	<i>Rafe Rabalais</i>
Date	March 10 2025

Chief	Dwight Daniel Norton
Signature	<i>Dwight Daniel Norton</i>
Date	March 13 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	March 19 2025

FOR PROCUREMENT USE ONLY

Type of Procurement Request:

RFP - Request for Proposal

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.

Required if Total Cost above \$15K	
Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	March 22 2025

Required if Total Cost above \$50K	
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	March 22 2025



RESOLUTION NO. 23-008

STATE OF LOUISIANA
PARISH OF ORLEANS

Adoption of the Locally Preferred Alternative (LPA) for the Bus Rapid Transit (BRT) East-West Bank Corridor Project

Introduced by Commissioner Neal, seconded by Commissioner Walton.

WHEREAS, RTA is the sponsor of the BRT East-West Bank Corridor Project; and

WHEREAS, the RTA intends to seek a Small Starts Capital Investment Grant (CIG) from the Federal Transit Administration (FTA) to contribute to the capital cost of construction of the BRT East-West Bank Corridor; and

WHEREAS, the FTA requires project sponsors to seek a Locally Preferred Alternative (LPA) in order to qualify for such grant funding; and

WHEREAS, the RTA staff developed the recommended LPA, described in the attached Board report, during a year-long planning process in consultation with the community including representatives from neighborhoods, small businesses, major employers, institutions, the City of New Orleans, the New Orleans Regional Planning Commission, the Louisiana Department of Transportation & Development, and elected officials; and

WHEREAS, the next phase of the BRT East-West Bank Corridor project following LPA adoption is an environmental review and initial design – a ten to fourteen-month process that includes several rounds of additional community engagement; and

WHEREAS, RTA will continue to work with riders, neighborhood residents, City of New Orleans and State officials on the design of the corridor concerning potential impacts to traffic and parking;

NOW, THEREFORE, BE IT RESOLVED the RTA Board of Commissioners adopts the language set forth in this Resolution as the Locally Preferred Alternative for the BRT East-West Bank Corridor Project.

Resolution No. 23-008

Page 2

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

YEAS:	<u>6</u>
NAYS	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>1</u>

AND THE RESOLUTION WAS ADOPTED ON THE 24TH DAY OF JANUARY, 2023.



MARK RAYMOND
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-133

Board of Commissioners

Resolution to Adopt Records Policy (GEN 6)

DESCRIPTION: This request is for the implementation of a new policy that outlines the protocols for handling agency documents.

AGENDA NO: Click or tap here to enter text.

ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other

RECOMMENDATION:

This is a request to authorize the Chief Executive Officer to implement the agency's Records Policy (GEN 6).

ISSUE/BACKGROUND:

The purpose of this policy is to set forth the manner in which the RTA complies with state public records laws. This policy makes clear that each department of the RTA is responsible for the preservation and maintenance of its public records.

DISCUSSION:

Unless otherwise required by law, all persons and public bodies having custody or control of any public record shall exercise diligence and care in preserving the public record. This policy sets forth the method by which the RTA shall preserve and destroy records in accordance with Louisiana Revised Statute § 44:1, *et seq.*

FINANCIAL IMPACT:

Adoption of the Records Policy has no direct impact on RTA's expenditures and revenues.

NEXT STEPS:

The Records Policy shall become effective immediately upon approval by the Board of Commissioners.

ATTACHMENTS:

1. Resolution-Records Policy
2. Records Policy

Prepared By: Tracy L. Tyler
Title: Chief Legal Officer

Reviewed By: N/A



Lona Edwards Hankins
Chief Executive Officer

10/31/2025

Date



RESOLUTION NO. _____
FILE ID NO. 25-133

STATE OF LOUISIANA
PARISH OF ORLEANS

**A RESOLUTION TO ADOPT RECORDS POLICY (GEN 6)
FOR THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY (RTA)**

Introduced by Commissioner _____, seconded by Commissioner _____.

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

WHEREAS, the RTA is committed to ensuring that appropriate controls are in place, that regulatory requirements are followed and that industry best practices are pursued; and

WHEREAS, on February 23, 2021 (Resolution No 21-007), the Board of Commissioners adopted a set of agency-wide policies that clarified workplace standards, established consistency through best practices and promoted compliance within the agency; and

WHEREAS, RTA is required to comply with Louisiana Public Records Law to ensure public access to agency information as well as efficient and effective operations; and

WHEREAS, the Records Policy (GEN 6) is to affirm and set forth the manner in which RTA complies with state public records laws and makes clear that each department of the RTA is responsible for the preservation and maintenance of its public records; and

WHEREAS, the adoption of this policy will have no direct impact on RTA's expenditures or revenues; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached Records Policy (GEN 6).

Resolution No _____

File ID No 25-133

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 21st DAY OF OCTOBER 2025.

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Regional Transit Authority

Regional Transit Authority Records Policy (GEN6)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) requires compliance with Louisiana Public Records Law to ensure public access to agency information as well as efficient and effective operations.

PURPOSE

The purpose of this policy is to affirm and set forth the manner in which RTA complies with state public records laws. This policy makes clear that each department of the RTA is responsible for the preservation and maintenance of its public records.

APPLICATION

This policy is applicable to all RTA employees and departments as well as any consultants or contractors that create or maintain agency records. In cases of conflict between RTA policies and collective bargaining agreements, the collective bargaining agreements will prevail.

APPROVED:

Chief Executive Officer

Effective Date:

1.0 PRESERVATION OF RECORDS

Pursuant to this policy, the custodian is directed to develop and maintain a records retention schedule in accordance with Louisiana Revised Statute § 44:1, *et seq.*

Unless otherwise required by law, all persons and public bodies having custody or control of any public record shall exercise diligence and care in preserving the public record for the period or periods of time specified for such public records in formal records retention schedules developed and approved by the State Archivist and Director of the Division of Archives, Records Management, and History of the Department of State.

In accordance with Louisiana Revised Statute § 44:36, all existing records or records accumulated by RTA which participates in federal programs or receives federal grants may be destroyed after three years from the date on which the records were made in those cases where this provision is not superseded by guidelines for the operative federal program or grant requiring longer retention periods for the records in question; provided that these records shall not be destroyed in any case where litigation with reference thereto is pending, or until the appropriate state or federal audits have been conducted.

However, in all instances in which a formal retention schedule has not been executed, such public records shall be preserved and maintained for a period of at least three years from the date on which the public record was made.

Discretion and common sense should be used when determining whether a public record should be maintained longer than the three-year period, or longer than the minimum retention period prescribed by law. This policy memorandum should not be interpreted as prohibiting RTA from maintaining its records for longer than three years if appropriate or otherwise required. However, in all instances in which a formal retention schedule has not been executed, such public records shall be preserved and maintained for a period of at least three years from the date on which the public record was made.

2.0 DESTRUCTION OF RECORDS

Public records shall not be destroyed or disposed of unless the custodian has determined, in consultation with the State Archivist and Director of the Division of Archives, Records Management, and History of the Department of State, and the New Orleans Public Library that the records are unsuitable for transfer to state or city archives.

Accordingly, if no applicable formal retention schedule exists, the custodian must consult with the Division of Archives, Records Management, and History in the Secretary of State's Office, and the New Orleans Public Library to obtain permission to destroy or otherwise dispose of public records.

If RTA seeks to destroy or dispose of records that have not already been selected for transfer to state archives, irrespective of whether a formal retention schedule has been established, the custodian will consult with the New Orleans Public Library to determine whether any records are suitable for transfer to city archives.

Public records shall not be destroyed in cases where the records may be involved in actual or potential litigation, until the appropriate state or federal audits have been conducted, or as otherwise prohibited by law.

The custodian should consider maintaining an electronic database or electronic storage device to store copies of destroyed paper records.

3.0 RECORD RETENTION SCHEDULES

When RTA develops a formal record retention schedule, the custodian shall submit to the State Archivist schedules proposing the length of time each record series warrants retention for administrative, legal, or fiscal purposes after it has been created or received by the RTA. The submitted schedules must comply with the policies, rules, and regulations prescribed by the Secretary of State and the implementation standards and procedures established by the State Archivist.

4.0 DEFINITIONS

a. **Public records** are all books, records, writings, accounts, letters and letter books, maps, drawings, photographs, cards, tapes, recordings, memoranda, and papers, and all copies, duplicates, photographs, including microfilm, or other reproductions thereof, or any other documentary materials, regardless of physical form or characteristics, including electronically stored information or information contained in databases or electronic data processing equipment, having been used, being in use, or prepared, possessed, or retained for use in the conduct, transaction, or performance of any business, transaction, work, duty, or function which was conducted, transacted, or performed by or under the authority of the constitution or laws of this state, or by or under the authority of any ordinance, regulation, mandate, or order of any public body or concerning the receipt or payment of any money received or paid by or under the authority of the constitution or the laws of this state.

Therefore, as a general rule, all print or electronic documents, including drafts and duplicate copies, handwritten notes, *etc.*, created in the course of RTA business are public records.

b. **Custodian** means the public official or head of RTA having custody or control of a public record, or a representative specifically authorized by them to respond to requests to inspect any such public records.

The head of each department will be considered the custodian for purpose of compliance with this policy memorandum and the Public Records Law.

c. **Public body** means any branch, department, office, agency, board, commission, district, governing authority, political subdivision, or any committee, subcommittee, advisory board, or task force thereof, any other instrumentality of state, parish, or municipal government, including a public or quasi-public nonprofit corporation designated as an entity to perform a governmental or proprietary function, or an affiliate of a housing authority.

5.0 POLICY HISTORY

Date	Revision No.	Resolution No.	Comments	Next Review Due

6.0 POLICY OWNER

- Legal

7.0 ATTACHMENTS

- Resolution



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-140

Board of Commissioners

Warranty Extension of Hybrid Transmissions

DESCRIPTION: Warranty Extension of Hybrid Transmissions	AGENDA NO:
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to purchase a four-year extended warranty on the Allison Hybrid System for fifteen (15) 2024 New Flyer Hybrid buses, at a cost not to exceed \$660,585, bringing the total contract amount to \$19,260,585 under PO-915236.

ISSUE/BACKGROUND:

The original purchase of fifteen (15) 2024 New Flyer Hybrid buses included a two-year manufacturer's warranty for the Allison Hybrid System under PO-915236, totaling \$18,600,000.

To ensure continued reliability, efficiency, and protection against potential system failures, staff recommend purchasing an additional four-year extended warranty. This will extend coverage beyond the manufacturer's warranty, reducing long-term maintenance risks and unplanned repair costs associated with hybrid components.

Maintaining warranty coverage aligns with the agency's commitment to cost-effective lifecycle management of its fleet and ensures operational continuity for hybrid bus services.

DISCUSSION:

The extended warranty provides comprehensive coverage for the Allison Hybrid System, including parts and labor, ensuring minimal downtime and predictable maintenance expenses. By extending the warranty now, the agency secures favorable pricing and uninterrupted warranty protection.

This proactive step safeguards the agency's investment in hybrid technology and supports environmental and operational goals by maintaining the efficiency and dependability of the hybrid fleet.

FINANCIAL IMPACT:

Funding for this warranty is made available under the existing local account code 01-0000-00-1402-000-00-00-00000-00000 in the amount of \$660,585, the revised total cost under PO-915236 will be \$19,260,585.

NEXT STEPS:

Upon RTA Board approval, staff will process the purchase of the extended warranty through Allison

Transmission, ensuring continuous coverage for the 2024 New Flyer Hybrid buses.

ATTACHMENTS:

1. Resolution
2. Extended Warranty Allison
3. SR-2894 New Orleans option # 2023-056 Warranty XDE40 TC 01
4. PO# 9115236 - 21 Transit Buses - Oracle
5. State Contract Procurement Routing Sheet - Extended Warranty

Prepared By: Alger Pennaman II
Title: Fleet Asset Manager

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

11/7/2025

Date



RESOLUTION NO. _____

FILE ID NO. 25-140

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO PURCHASE A FOUR-YEAR EXTENDED WARRANTY
ON THE ALLISON HYBRID SYSTEM FOR FIFTEEN (15) 2024 NEW FLYER HYBRID BUSES**

Introduced by Commissioner _____, seconded by Commissioner

_____.

WHEREAS, the Chief Executive Officer of the Regional Transit Authority (RTA) has the need to execute a change order to purchase a four-year additional warranty on Allison Hybrid System for fifteen (15) 2024 New Flyer buses, providing a total of 6 years of warranty coverage; and

WHEREAS, the original bus purchase under PO-915236 included a two-year manufacturer's warranty on the Allison Hybrid System at a total cost of \$18,600,000; and

WHEREAS, this additional warranty will provide continued coverage beyond the manufacturer's warranty period, reducing long-term maintenance costs of the hybrid bus fleet; and

WHEREAS, funding for the four-year extended warranty is made available through local account code 01-0000-00-1402-000-00-00-00-000000-000000 in the amount not to exceed **SIX HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$660,585)**, bringing the total contract amount not to exceed **NINETEEN MILLION TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$19,260,585)**; and



RESOLUTION NO. _____

Page 2

NOW, THEREFORE, BE IS RESOLVED, by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to approve a change order to purchase a four-year extended warranty on the Allison Hybrid System for fifteen (15) 2024 New Flyer Hybrid buses.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE Choose an item. **DAY OF NOVEMBER, 2025.**

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

SR Number	Property Name	VIN	NFIL Unit Number	Customer Fleet Number	4 Year Extended Warranty for Hybrid Drive System Allison
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR13RC109574	57686	2400	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR15RC109575	57687	2401	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR17RC109576	57688	2402	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR19RC109577	57689	2403	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR10RC109578	57690	2404	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR12RC109579	57691	2405	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR19RC109580	57692	2406	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR10RC109581	57693	2407	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR12RC109582	57694	2408	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR14RC109583	57695	2409	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR16RC109584	57696	2410	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR18RC109585	57697	2411	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR1XRC109586	57698	2412	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR11RC109587	57699	2413	\$ 44,039.00
SR-2894	NEW ORLEANS REG TRANS AUTH (NEW ORLEANS, LA)	5FYH8FR13RC109588	57700	2414	\$ 44,039.00
				Total	\$ 660,585.00



- Confidential -

XDE40



- Confidential -

CONTRACT DELIVERABLES Warranty	
CUSTOMER NAME	New Orleans
BID NUMBER	2023-056
SR #	2894
BUS MODEL	XDE40
QUANTITY	15

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	2	100,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are mechanically fastened or adhesively bonded or glued as part of the structure
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Hybrid Drive	Allison	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Hanover	10	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	2	100,000	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Towing	New Flyer of America	2	100,000	
Air Dryer	Graham White	2	200,000	
Emission Control System	Cummins	5	100,000	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Charge Air Cooler	EMP	3	150,000	
Fire Suppression System	Amerex	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Power Steering	New Flyer of America	2	100,000	
Radiator Fan Drive	EMP	3	150,000	
Hydraulic Systems	New Flyer of America	2	100,000	
Alternator	EMP	2	100,000	
Paint	Axalta	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)



Purchase Order 915236

Supplier Details:

Company NEW FLYER OF AMERICA
Contact
Address ATTN: ACCOUNTS RECEIVABLE
106 NATIONAL DRIVE
ANNISTON, AL 36207

Submit your response to:

Company Regional Transit Authority
Contact Briana Howze
Address 2817 Canal Street
NEW ORLEANS, LA 70119
Phone
Fax
E-mail bhowze@rtaforward.org

This document has important legal consequences. The information contained in this document is proprietary of Regional Transit Authority. It shall not be used, reproduced, or disclosed to others without the express and written consent of Regional Transit Authority.

This agreement between Regional Transit Authority and NEW FLYER OF AMERICA is authorized for binding commitment. The parties hereto have read and executed this agreement as of the _____ day of _____, _____.

Purchase Order 915236

Order	915236
Order Date	12-MAR-2024
Change Order	0
Change Order Date	12-MAR-2024
Revision	0
Ordered	18,600,000.00 USD

Sold To **Regional Transit Authority**
 2817 Canal Street
 NEW ORLEANS, LA 70119

Supplier **NEW FLYER OF AMERICA**
 ATTN: ACCOUNTS RECEIVABLE
 106 NATIONAL DRIVE
 ANNISTON, AL 36207

Bill To **RTABU**
 Attn: Accounts Payable
 2817 CANAL STREET
 NEW ORLEANS, LA 70119
 UNITED STATES

Ship To **2817 CANAL STREET**
 NEW ORLEANS, LA 70119
 UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	14744	Net 30			
Confirm To					Deliver To Contact
Briana Howze					Ryan Moser E-mailrmoser@rtaforward.org

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	21 Transit buses	1.00		EA		
		Promised	284,776.95	EA	284,776.95	
		Requested	9/30/23			
Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
				Line Total	284,776.95	
2	21 Transit buses	1.00		EA		
		Promised	3,858,759.9	EA	3,858,759.90	
		Requested				

Purchase Order 915236

Line	Item	Price	Quantity	UOM	Ordered	Taxable
------	------	-------	----------	-----	---------	---------

9/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Line Total 3,858,759.90

3 21 Transit buses 1.00 EA

Promised 14,456,463.15 EA 14,456,463.15

Requested
9/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Line Total 14,456,463.15

Total 18,600,000.00



State Contract Procurement Routing Sheet

RESUBMITTAL for REJECTION #3 by Budget Review on November 04 2025 15:51:51

Request with ID: 301, has been submitted for approval thus not "editable", unless rejected first.

REQUEST ID: 301

Mode: Locked

Status: In-Progress

Stage: CEO Review

Created By:
PENNAMAN, ALGER

Wed Oct 15 2025
14:43:44 GMT-0500
(Central Daylight Time)

☒ Default Routing Review *

☒ Check to see any reject comments

☒ [Click to see full-log](#)

STAGE - Awaiting approval CEO Review STAGES: New Request, Grants, Safety, Risk, SBE, DBE, Budget, Dept, Chief, Procurement, CFO, CEO Review, and Document Generated.	STATUS In-Progress STATUS: In-Progress, Rejected, and Approved	MODE Locked MODE: Editable, Locked or Final Approval
---	---	---

Approved-By in order of approval:

☐ Dept head approved

☒ Budget approved

☐ Grant approved
Required if supported by any Grants

☒ Safety approved

☒ Chief approved

☒ Risk approved

☒ SBE reviewed

☒ DBE reviewed

☒ Info tech approved

Vetting required to insure no software/hardware is ordered without IT approval

☒ Procurement approved

☒ CFO approved

Required if > \$15K

☐ CEO approved

Require if > \$50K

CEO comments

CFO comments

Chief comments

Procurement comments

Please attached the signed ICE with supporting justification.

Dept head comments

Budget comments

Procurement justification section: the total should be \$19,260,585 based on the numbers you provided, rather than \$19,260.58.

Grants comments

Info tech comments

DBE comments

SBE comments

Safety comments

Risk comments

EMAIL ROUTING ASSIGMENTS

Dir/Dept Head Personnel
Lookup *

Jacques Robichaux

Dept Head Full Name

#Jacques Robichaux

Dept Head RTA Email *

Info Tech Lookup

Info Tech Team

Info Tech Fullname

Info Tech Team

Info Tech Email *

Grants Personnel Lookup

Alisa Maniger

Dir Grants Rep Full Name

Alisa Maniger

Dir Grants RTA Email *

Budget Personnel Lookup

Budget Team

Budget Analyst Full Name

#Budget Team

Budget Analyst RTA Email *

Safety Personnel Lookup

Safety Team

Chief Safety Full Name

#Safety Team

Chief Safety RTA Email *

Risk Personnel Lookup

Risk Team

Risk Analyst Full Name

Risk Team

Risk Analyst RTA Email *

SBE Personnel Lookup

SBE Team

Dir SBE Full Name

SBE Team

Dir SBE RTA Email *

DBE Personnel Lookup

DBE Team

DBE/EEO Compliance Manager
Name

#DBE Team

DBE/EEO Compliance Manager
RTA Email *

Procurement Lookup

Ronald Baptiste Jr.

Dir Procurement Full Name

Ronald Baptiste Jr.

Dir Procurement RTA Email *

Chief Lookup *

Ryan Moser

Chief Full Name

#Ryan Moser

Chief RTA Email *

CFO Lookup

CFO Team

CFO Full Name

CFO Team

CFO RTA Email *

CEO Lookup

CEO Team

CEO Full Name

#CEO Team

CEO RTA Email *

Department Representative

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.

FLEET ASSET MANAGER
PENNAMAN, ALGER
Apennaman@rtaforward.org

Ext. *

8480

B. Name of project/service/product *

Extended Warranty for Hybrid Transmissions

Procurement Justification *

This is to purchase a four year extended warranty on the Allison Hybrid System for the fifteen 2024 New Flyer Hybrid buses. The original purchase included a two year manufacturer's warranty under PO-915236 totaling \$18,600,000. This warranty is to add an additional \$660,585 to that original amount for a combined total of \$19,260,585.

Reason to justify the procurement of the product, project or services being requested.

Attachments (*Indicated Required Items)

Schedule Delivery Date

*

Dec 31, 2025

ICE Or Estimate *

\$

660,585.00

Technical Specs

☒ Yes

☐ No

Scope of work

☐ Yes

☒ No

ICE FORM OR OTHER SUPPORT DOCUMENT IS REQUIRED...! *



Extended Warranty Allison.pdf



SR-2894 New Orleans Option # 2023-056 Warranty XDE40 TC 01.pdf



PO# 915236- 21 Transit Buses_ Oracle.pdf

TECHNICAL SPECS ATTACHMENT IS REQUIRED...! *



Extended Warranty for Hybrid Transmissions- ICE Form.pdf



EUE__Sales_Order_Quote_Report_190525 (1).pdf



EUE__Sales_Order_Quote_Report_190525 (2).pdf

Capital Project Review

☒ Capital project review required?

Capital Project id *

Capital Project Review by

Rafe Rabalais

Full Name

Rafe Rabalais

Email *

Funding Source

Funding Type *

☐ Federal ☐ State ☒ Local ☐ Other

Budget Analyst

#BUDGET TEAM

Available Federal
funding

Available State Funding

Available Local Funding
*

Available Other
Funding

Projected Federal cost

Projected State Cost

Projected Local Cost *

Projected Other Cost

Total Available Funding

Projected total cost

ICE Amount Entered

Multi-Year (only applies to State + Local + Other)

Need to Input Multi-Year Breakdown?

☐

No

Budget

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 lookup List-1 *

01-0000-00-1402-000-00-00-00000-00000

Budget code-1 Selected *

01-0000-00-1402-000-00-00-00000-00000

Budget lookup List-2

Budget code-2 Selected

Budget lookup List-3

Budget code-3 Selected

Budget lookup List-4

Budget code-4 Selected

Budget lookup List-5

Budget code-5 Selected

Safety, Security and Emergency Management -Review and Approval is required

Safety Review and Approval is Required

☒

Yes

Safety Chief

#SAFETY TEAM

Safety Attachments

No files uploaded

Risk Management - Review and Approval is required

STD Insurance Provisions is Required

☒

Yes

Risk Management Analyst

RISK TEAM

Risk Attachments

No files uploaded

DBE / SBE Goal - Review and Approval is required

Director of Small Business Development

SBE TEAM

DBE/EEO Compliance Manager

#DBE TEAM

I have reviewed this form and the attachments provided and by inputting my name below I give authority to the above stated department representative to proceed as lead in the procurement process.

Input Rep Fullname *

Alger Pennaman II

Date *

Oct 15, 2025

This is the representative submitting the complete sheet to begin the procurement approval process.



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 25-144

Board of Commissioners

Cooperative Endeavor Agreement (CEA) with Audubon Nature Institute, Inc (ANII) for French Market Streetcar Station Improvements

DESCRIPTION: Request Board authorization for the Chief Executive Officer to execute a Cooperative Endeavor Agreement (CEA) between New Orleans Regional Transit Authority (NORTA) and Audubon Nature Institute, Inc. (Audubon) to permit Audubon-funded station-area improvements at the French Market Streetcar Station, at no cost to the RTA	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to execute a Cooperative Endeavor Agreement with Audubon Nature Institute, Inc. for French Market Streetcar Station improvements at no cost to the RTA.

ISSUE/BACKGROUND:

The RTA owns and operates the Riverfront Streetcar line, including the French Market Station. Audubon Nature Institute, Inc. (Audubon) is currently leading an initiative, called the Riverfront for All project, to connect existing parks along the Mississippi River by redeveloping the Governor Nicholls Street Wharf. Audubon has proposed to undertake certain station-area improvements at the French Market Station to enhance the appearance of the station and pedestrian access in coordination with its work at the adjacent Wharf. Audubon has proposed to do this work at its sole cost and at no cost to the RTA. The work would be designed and performed in coordination with RTA service, safety, and branding requirements.

The proposed Cooperative Endeavor Agreement (CEA) between the RTA and Audubon is the mechanism by which Audubon will design, permit, and construct these improvements. The CEA outlines the respective responsibilities of the RTA and Audubon to ensure successful design, coordination, implementation, and acceptance of the improvements. The draft CEA is included here as an attachment. RTA and Audubon are advancing the draft CEA through both parties' legal review process. The final version of the CEA will look largely similar to the draft version included here. The resolution adopted by the Board would give RTA's CEO the authority to execute a final version of the CEA with the prior review and approval of RTA's Legal department.

DISCUSSION:

The principal components of the CEA are as follows:

- Audubon's obligations to design, permit, and construct the Station improvements at its sole cost, including compliance with RTA safety, operations, accessibility, and branding standards.
- RTA's obligations to review design documents, coordinate access, and provide safety briefings. Provisions for transferring the Station improvements to RTA upon RTA's acceptance, with Audubon providing a one-year warranty.
- Standard termination, indemnification, and insurance provisions.
- Other standard CEA provisions such as jurisdiction, choice of law, and non-assignment clauses.

The CEA enables the French Market Station improvements to proceed with beneficial enhancements at no financial cost to the RTA.

FINANCIAL IMPACT:

There is no financial impact to the RTA, as Audubon will bear all costs associated with the design and construction of the improvements. RTA will continue to maintain the station following completion of the improvements as it currently does.

NEXT STEPS:

Upon Board approval, staff will finalize the CEA with Audubon; both parties will execute the document; and design and permitting will commence on the French Market Station improvements.

ATTACHMENTS:

1. Resolution
2. CEA with Audubon Nature Institute, Inc.

Prepared By: Rafe Rabalais, rrabalais@rtaforward.org
Title: Director of Capital Projects

Reviewed By: Dwight Norton, dnorton@rtaforward.org
Title: Chief of Planning and Capital Projects Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



Lona Edwards Hankins
Chief Executive Officer

11/6/2025

Date



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

504.827.8300
www.norta.com

RESOLUTION NO. 25-

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY AND AUDUBON
NATURE INSTITUTE, INC. FOR FRENCH MARKET STREETCAR STATION
IMPROVEMENTS**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the New Orleans Regional Transit Authority (“RTA”) owns and operates the Riverfront Streetcar line and associated stops, including the French Market Streetcar Station (the “Station”); and

WHEREAS, Audubon Nature Institute, Inc. (“Audubon”), is leading the Riverfront for All project which includes redevelopment of the Governor Nicholls Street Wharf, and has proposed undertaking certain improvements to the Station and vicinity to enhance pedestrian access and the appearance of the Station (“Station Improvements”); and

WHEREAS, Audubon will undertake the Station Improvements at Audubon’s sole cost and in coordination with RTA service, safety, and branding requirements; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the RTA may enter cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, and any public or private corporation, association, or individual for, among other public purposes, joint planning and implementation of public works; and



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2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300
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RESOLUTION NO. _____

Page 2

WHEREAS, the RTA and Audubon have mutually agreed on the preliminary terms of a Cooperative Endeavor Agreement (“CEA”) that will allow Audubon to design, permit, and construct the Station Improvements at no cost to the RTA; and

WHEREAS, the CEA contains other customary provisions including RTA’s review of the Station Improvements, coordination between RTA and Audubon, indemnification language, and termination language; and

WHEREAS, the final terms of the CEA will be reviewed and approved by the respective legal departments of RTA and Audubon prior to signature; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Chief Executive Officer is authorized to execute a Cooperative Endeavor Agreement with Audubon Nature Institute, Inc., subject to the prior review and approval of RTA’s legal department, for improvements to the French Market Streetcar Station and vicinity.



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

504.827.8300
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RESOLUTION NO. _____
Page 3

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 18th DAY OF NOVEMBER 2025.

FRED NEAL, JR.
CHAIRMAN
BOARD OF COMMISSIONERS

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY
AND
AUDUBON NATURE INSTITUTE, INC.
FRENCH MARKET STREETCAR STATION IMPROVEMENTS

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the New Orleans Regional Transit authority, represented by Lona Edwards Hankins, CEO (the “**RTA**”), and Audubon Nature Institute, Inc., represented by Michael J. Sawaya, President and Chief Executive Officer, (Audubon). The RTA and Audubon may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of the date of execution by the RTA (the “**Effective Date**”).

RECITALS

WHEREAS, the RTA is a political subdivision of the State of Louisiana;

WHEREAS, Audubon is a Louisiana non-profit corporation, the principal address of which is located at 6500 Magazine Street, New Orleans, LA 70118;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the RTA may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, RTA owns and operates the Riverfront Streetcar line and associated stops, including the French Market Station (the “**Station**”);

WHEREAS, the RTA has the authority to enter into this Agreement as evidenced by its governmental purpose to plan, design, lease as lessee, purchase, acquire, hold, own, construct, improve, have an equity stake in, finance, maintain, and administer a transit system within the metropolitan area to operate same;

WHEREAS, For the benefit of the Governor Nicholls Wharf Redevelopment Project, Audubon desires to undertake certain station-area improvements at the Station, at Audubon’s sole cost, to enhance passenger access and appearance in coordination with RTA service and safety requirements;

WHEREAS, the Parties agree that these improvements will advance a valid public purpose by improving passenger safety, accessibility, and the customer experience without cost to RTA;

and;

WHEREAS, the Parties desire to set forth their respective obligations regarding the design, coordination, implementation, and acceptance of the improvements.

NOW THEREFORE, the RTA and Audubon, each having the authority to do so, agree as follows:

ARTICLE I – AUDUBON’S OBLIGATIONS

A. Audubon will be responsible for and will provide the following:

- a. **Project Scope.** Audubon and/or Audubon’s contractor shall provide all labor, materials, equipment, tools, supervision, and incidentals necessary to design, permit, construct, clean, prepare, and recoat the specified Station elements at its sole cost and expense (the “Improvements”), in strict accordance with the Society for Protective Coatings (SSPC) standards, manufacturer specifications, and RTA standards. Details of the Improvements are provided in Exhibit A - Scope of Work, Specifications, and Safety.
- b. **Design Submittals and Approvals.** Audubon shall submit draft and final design documents, including plans, specifications, and traffic control plans, to RTA for written approval. RTA's review shall focus on safety, operations, accessibility, and branding. Audubon shall endeavor to incorporate all RTA comments in the design of the Improvements. Audubon shall obtain RTA’s written approval, which shall not be unreasonably withheld, of the final design documents before proceeding to construction.
- c. **Permits; Compliance.** Audubon shall obtain all required governmental permits and approvals and comply with all applicable laws, including the Americans with Disabilities Act (ADA).
- d. **Construction Coordination; Access; Closures.**
 - i. *Work Windows & Notice.* Audubon shall coordinate all work with RTA and provide advance written notice as specified in Exhibit A and shall complete an RTA Right of Way permit prior to the start of construction.
 - ii. *Continuity of Streetcar Operations.* RTA shall endeavor to maintain streetcar service to the French Market Station to the greatest degree possible. Audubon shall coordinate with RTA in the schedule and phasing of the Improvements to minimize disruptions to streetcar service.
 - iii. *Safety & Protection.* Audubon shall implement all safety measures, fencing, and flagging as required by RTA’s rail safety protocols.

- iv. **Site Access.** Access is granted only during RTA-approved windows, as will be spelled out in a RTA Right of Way permit to be completed by Audubon, and is subject to RTA safety briefings.
 - e. **Standards; Branding.** All materials and colors shall conform to RTA's current design/branding standards as detailed in Exhibit A and subject to RTA approval.
 - f. **Contracting.** Audubon shall contract only with qualified, licensed contractors to complete the Improvements.
 - g. **Record Drawings & Closeout.** Upon completion of the Improvements, Audubon shall deliver as-built drawings as appropriate, warranties, and a request for RTA's written acceptance of the Improvements. Any defects or deficiencies in the Improvements shall be immediately remedied by Audubon prior to written acceptance.
 - h. **Warranty.** Audubon shall ensure that its contractor provides a one-year warranty to RTA from the date of RTA's written acceptance against defects in materials and workmanship. Any deficiency or failure to provide the warranty to RTA shall be the responsibility of Audubon. Any defects shall be promptly corrected at no cost to RTA.
- A. **Insurance.** Audubon shall require its contractors to maintain, at a minimum:
- i. Commercial General Liability: \$2,000,000 per occurrence / \$2,000,000 aggregate.
 - ii. Automobile Liability: \$1,000,000 Combined Single Limit.
 - iii. Workers' Compensation: As required by Louisiana statute.
- a. Policies shall name RTA as an additional insured. Certificates must be delivered to RTA prior to any work commencing.

ARTICLE II - RTA OBLIGATIONS

A. The RTA will:

- 1. Administration; Reviews.** RTA will review design documents, specifications, and Right of Way permit applications in a timely manner and provide written comments focused on safety, durability, operations, accessibility, and branding.
- 2. Coordination.** RTA will coordinate with Audubon on reasonable access and will provide necessary safety briefings.
- 3. Authorization to Engage in Improvements.** Provided all necessary approvals and permits are obtained, RTA authorizes Audubon to undertake the Improvements on and to the RTA Station.

ARTICLE III – NO COMPENSATION

A. **No Compensation.** RTA shall have no financial obligation to design or construct the improvements that are the subject of this Agreement. Audubon and/or any other entity affiliated with Audubon to complete the improvements are responsible for any costs, fees, or other monetary amounts due to design or construct the improvements to the Station associated with this Agreement.

ARTICLE IV – OWNERSHIP; MAINTENANCE

A. **Ownership.**

1. RTA owns the Riverfront Streetcar line and Station and will continue to own them throughout the term of this Agreement.

2. Any and all portions of the Improvements, including without limitation, any improvements within the streetcar trackway and the boundaries of the Station platform will become the property of RTA upon RTA's written acceptance of the Improvements. Audubon agrees to take any reasonable steps necessary to ensure compliance with this provision.

B. **Maintenance.** After acceptance, RTA shall have the sole and exclusive obligation to maintain the Improvements within the streetcar trackway and within the boundaries of the Station platform. Notwithstanding the above, Audubon's contractor shall remain responsible for warranty corrections during the warranty period. Neither Audubon nor its contractor shall have any maintenance or upkeep obligations with respect to the Improvements after the warranty period is complete.

ARTICLE V - DURATION AND TERMINATION

A. **Term.** This Agreement is effective until the Project is accepted and the warranty period expires

B. **Termination for Cause.** RTA may terminate this Agreement for cause by sending written notice to Audubon. "Cause" includes without limitation any failure, after reasonable notice and opportunity to cure, to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement.

ARTICLE VI - INDEMNITY

A. **In General.** To the fullest extent permitted by law, Audubon will indemnify, defend, and hold harmless RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "RTA Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the RTA Indemnified Parties for loss of life or injury or damage to persons or property to the extent caused by the legal fault of Audubon, its agents or employees while engaged in or in connection with the discharge or performance of its obligations under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to any respective party in connection with the performance of work under this Agreement. Nothing herein shall be construed as requiring Audubon to indemnify the RTA indemnified parties against their own legal fault.

To the fullest extent permitted by law, RTA will indemnify, defend, and hold harmless Audubon Nature Institute, Inc., Audubon Commission, and their agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Audubon Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Audubon Indemnified Parties for loss of life or injury or damage to persons or property to the extent caused by the legal fault of RTA, its agents or employees while engaged in or in connection with the discharge or performance of any of its obligations under this Agreement. Nothing herein shall be construed as requiring RTA to indemnify the Audubon indemnified parties against their own legal fault.

ARTICLE VII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. Audubon is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the RTA and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the RTA.

B. Exclusion of Worker’s Compensation Coverage. The RTA will not be liable to Audubon, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen’s Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by Audubon will not be considered an employee of the RTA for the purpose of Worker’s Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. Audubon, as an independent contractor, is being hired by the RTA under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither Audubon nor anyone employed by it will be considered an employee of the RTA for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) Audubon has been and will be free from any control or direction by the RTA over the performance of the services covered by this contract; (b) the services to be performed by Audubon are outside the normal course and scope of the RTA’s usual business; and (c) Audubon has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. Audubon, as an independent contractor, will not receive from the RTA any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the RTA under this Agreement.

ARTICLE VIII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the RTA:

Chief Executive Officer
2817 Canal Street
New Orleans, Louisiana 70119

&
Chief Legal Officer
2817 Canal Street
New Orleans, Louisiana 70119

2. To Audubon:

NAME AND ADDRESS OF POINT OF CONTACT FOR PARTY
REFERENCE TO RECEIVE NOTICES

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE IX - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement is not assignable or transferable without the consent of both parties.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the RTA or Audubon on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

E. Employee Verification. Audubon swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Audubon a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in Audubon being ineligible for any public contract for a period of 3 years from the date the violation is discovered. Audubon further acknowledges and agrees that it shall be liable for any additional costs incurred

by the RTA occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. Audubon will provide to the RTA a sworn affidavit attesting to the above provisions if requested by the RTA. The RTA may terminate this Agreement for cause if Audubon fails to provide such the requested affidavit or violates any provision of this paragraph.

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement:

Exhibit A – Scope of Work

H. Jurisdiction. Audubon consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of Audubon.

I. Limitations. The parties hereto shall have no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

J. No Expectation of Benefit or Special Treatment. Audubon swears that, as a result of the providing of the services or improvements that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with RTA.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement..

L. Non-Solicitation Statement. Audubon has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Audubon has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

M. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

N. Ownership of Records. All work product, including records, reports, documents, and other material delivered or transmitted to RTA by the Audubon, shall remain the property of the Audubon, and shall be returned by RTA to Audubon at termination or expiration of this Agreement upon request by Audubon. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by RTA in connection with performance of the services contracted for herein, shall remain the property of the RTA, and copies, upon request, shall be provided by RTA to Audubon at Audubon's expense at

termination or expiration of this Agreement. Audubon further agrees that any documents provided to RTA as part of the acceptance or close-out of the project, including as-built drawings and warranties, shall be owned by RTA, and such may be used or reproduced without any further notice or compensation to Audubon.

O. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

P. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Q. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

R. Survival of Certain Provisions. All representations and warranties and all obligations concerning inspections, ownership, indemnification, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

S. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE X – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the RTA and Audubon, through their duly authorized representatives, execute this Agreement.

REGIONAL TRANSIT AUTHORITY

BY: _____
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this _____ of _____, 202__

AUDUBON NATURE INSTITUTE, INC.

BY: _____
MICHAEL J. SAWAYA, PRESIDENT AND CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

Executed on this _____ of _____, 202__

[EXHIBIT A CONTAINED ON NEXT PAGES]

EXHIBIT A

SCOPE OF WORK OF IMPROVEMENTS, SPECIFICATIONS, AND SAFETY

1. **Sidewalk and Pedestrian Connection Improvements:** Providing ADA-compliant, slip-resistant connections from the passenger platform to the adjacent pedestrian path, maintaining RTA clearance envelopes for streetcars; stormwater management to avoid ponding or discharge toward streetcar tracks; including detectable warnings/edge delineation where required.
2. **Repainting Improvements:** Cleaning, preparing, and recoating Station shelter/components in RTA-approved colors and standards, meeting the following minimum requirements:
 - a. **Setup, Safety, & Containment.** Establish work-zone safety, containment, and environmental protections to prevent overspray, runoff, or damage to adjacent property; comply with all applicable safety regulations and RTA right-of-way rules. Coordinate access windows and any required Temporary Condition Operating Procedures (TCOP)/flagging .
 - b. **Signage Removal & Protection.** Carefully remove, protect, and catalog all signage and removable accessories prior to work; clean and reinstall after coatings cure.
 - c. **Cleaning & Surface Preparation.**
 - Pressure wash entire shelter to SSPC-SP-1 (Solvent Cleaning).
 - Hand-tool / power-tool clean failed coating areas to SSPC-SP-2 / SP-3; feather edges and remove rust/loose scale to achieve a sound substrate.
 - d. **Coating System (or RTA-approved equal):**
 - 1st Coat (Sealer/Prime): PPG Sealer, 2–3 mils DFT.
 - 2nd Coat (Intermediate): PPG Amerlock 400, 4–6 mils DFT.
 - 3rd Coat (Topcoat): PPG Urethane, 2–3 mils DFT RAL 6009 for exterior faces unless otherwise approved.
 - Roof Panels: Pressure wash and prep; apply sealer + topcoat; include A-frame roof supports.
 - e. **Application Conditions & Quality.** Apply per manufacturer instructions (temperature, humidity, dew point, recoat/curing intervals). Use containment as needed. Verify DFT each coat with calibrated gauges; correct nonconforming areas.

f. Submittals & Approvals. Provide product data sheets and SDS, application procedures, color/finish samples (physical chips), and any proposed “or-equal” substitutions for RTA written approval prior to ordering. Color/finish must receive written approval before application.

g. Cleanup & Site Restoration. Upon completion, remove all containment, debris, and temporary protections; legally dispose of wastes (no discharge to drains/river); restore the site to a clean, undamaged condition; clean and reinstall all signage; turn over DFT logs, batch numbers, care/maintenance instructions, and record documentation.

3. Deliverables: Draft and final design packages and specifications, traffic control plans, RTA Right of Way permit, as-built drawings for sidewalk and pedestrian access improvements.

4. Branding & Design Standards

- a. RTA’s current brand color palette and finish specifications.
- b. Requirement for physical samples for approval.
- c. Standards for graphics and protective coatings.

5. Work Windows & Notifications to RTA

- a. **Routine Work:** ≥ 14 days' notice.
- b. **Work Impacting Passenger Flow:** ≥ 30 days' notice with approved Traffic Control Plan.
- c. **Work Requiring Closure/Service Impact:** ≥ 45 days' notice with RTA-approved Closure Plan.
- d. All work is subject to daily safety briefings and RTA right-of-way rules, and all work requires submission of an RTA Right of Way permit.