

2817 Canal Street New Orleans, LA 70119

# New Orleans Regional Transit Authority Board of Commissioners

### **Meeting Agenda - Final**

Tuesday, December 16, 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, December 16, 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 - November 18, 2025]

<u>25-177</u>

#### 4. Informational 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

5. Selection of Official Journal	
[Official Journal 2026]	<u>25-176</u>
6. Election of Officers	
A. Chairperson	
B. Vice Chairperson	
C. Committee Chairs	
7. RTA Chief Executive Officer's Report	
8. RTA Chief Financial Officer's Report	
[October 2025 Financials]	<u>25-172</u>
9. CY2026 Operating & Capital Budget Report	
RTA CY2026 Operating and Capital Budget	<u>25-158</u>
10. Chief Transit Officer's Report	
11. Presentation: A Post-Launch Assessment of the Network Redesign	
12. Consent Agenda	
Cooperative Endeavor Agreement between the City of New Orleans and The New Orleans Regional Transit Authority for Supporting Unhoused Individuals	<u>25-016</u>
Contract Extension #1 for General Counsel Services with Wright Gray Harris, LLC	<u>25-156</u>
Renewal of Excess Workers' Compensation Insurance for RTA Employees [2025-2027]	<u>25-159</u>
Advertising Content Policy (COM 2) Amendment #1	<u>25-161</u>
13. Authorizations	
A. Procurements	

#### C. Ratifications

Work

B. Amendments

**Board of Commissioners** 

Ratification: Grant Application Submission for FY26 Section 5339 <u>25-162</u> (Bus and Bus Facilities)

#### 14. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

#### 15. Audience Questions and Comments

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

- Norma Jill Pollock vs. RTA CDC 2022-7267
- Amalgamated Transit Union Local 1560 v. NORTA, CDC No. 2025-07858

#### 17. Adjournment

# New Orleans Regional Transit Authority



### **Board Report and Staff Summary**

File #: 25-177

#### **Board of Commissioners**

[Board Meeting Minutes - November 18, 2025]

# New Orleans Regional Transit Authority



### **Board Report and Staff Summary**

File #: 25-176

**Board of Commissioners** 

[Official Journal 2026]





DESCHITTON NO

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MESOLUTION NO.				
STATE OF LOUISIANA				
PARISH OF ORLEANS				
	SELECTION (	OF OFFI	CIAL JOURNAL	
Introduced by Comr	nissioner		_seconded by Commission	er

WHEREAS, state law requires that each state political subdivision have certain board proceedings and other specified information published in a newspaper, and that each state political subdivision select a newspaper as its official journal at its first meeting in December of each year for a term of one year; and

WHEREAS, the Board of Commissioners of the Regional Transit Authority has considered the selection of an official journal for the above-stated purpose and has found that <a href="https://doi.org/10.1001/journal-new-number-10.1001/journal

Resolution No. Page 2

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority does hereby select The New Orleans Advocate as its official journal.

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 16TH DAY OF DECEMBER 2025

FRED A. NEAL, JR
CHAIRMAN
BOARD OF COMMISSIONERS

## New Orleans Regional Transit Authority



### **Board Report and Staff Summary**

File #: 25-172

**Finance Committee** 

[October 2025 Financials]

#### October 2025 Analysis of Financials

		Variar	nces	Analysis of Financials
Budget	Actuals	Amount	%age	Explanation of Variance
Passenger Re	<u>venue</u>			
9,922,030	8,616,889	(1,305,141)	(13.2%)	Passenger Fares were 13.2% (\$1.3M) under projections through October while ridership was 8.2% (1.1M) under budget.
Sales Tax				
91,627,600	85,435,016	(6,192,584)	(6.8%)	Sales tax collections were 6.8% under projections through October.
Lahar				
<u>Labor</u> 57,050,560	52,608,888	4,441,672	7.8%	Labor was \$4.4M (7.8%) under budget through October.
Fringe Benefit	·s			
ringe benem	<u>.s</u>			
18,935,350	19,239,883	(304,533)	(1.6%)	Fringe Benefits were 1.6% (\$305K) over projections through October.
Services				
				Most Service line items were well under budget through October. Professional/Technical Services (legal fees,
15,965,240	11,581,721	4,383,519	27.5%	consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
M-4	0			
Materials and	<u>Supplies</u>			Diesel fuel prices for the month of October were budgeted at \$3.55/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices
11,840,420	9,787,021	2,053,399	17.3%	for October averaged \$2.30/gal. (before taxes), which was \$1.25/gal. under budget and \$0.05 below the average price for September. Diesel fuel consumption for October was 11,891 gallons under budget.
<u>Taxes</u>				
355,030	94,852	260,178	73.3%	All taxes were under budget through October.
Miscellaneous	Expenses			
840,170	601,250	238,920	28.4%	Miscellaneous expenses, including travel and other miscellaneous, were 28% under budget through October.

#### CONSOLIDATED INCOME STATEMENT BUDGET TO ACTUAL COMPARISON October 31, 2025 Unaudited

	Current Month				Year to Date				CY2025
	Budget	<u>Actual</u>	\$ Var.	<u>%Var.</u>	Budget	<u>Actual</u>	\$ Var.	%Var.	<u>Budget</u>
Operating Revenues									
Passenger Fares	992,203	919,386	(72,817)	(7.34%)	9,922,030	8,616,889	(1,305,141)	(13.15%)	11,906,432
General Use Sales Tax	7,676,539	7,698,740	22,201	0.29%	76,765,390	74,461,408	(2,303,982)	(3.00%)	92,118,471
State Motor Vehicle Sales Tax	635,906 850,315	447,988	(187,918)	(29.55%)	6,359,060	5,300,235	(1,058,825)	(16.65%)	7,630,875
Hotel/Motel Sales Tax Other Revenue	850,315 221,190	375,400 393,954	(474,915) 172,764	(55.85%) 78.11%	8,503,150 2,211,900	5,673,373 3,229,325	(2,829,777) 1,017,425	(33.28%) 46.00%	10,203,780 2,654,281
Other revenue									
Total Operating Revenues	10,376,153	9,835,468	(540,685)	(5.21%)	103,761,530	97,281,230	(6,480,300)	(6.25%)	124,513,839
Operating Expenses									
Labor	5,705,056	4,826,181	878,875	15.41%	57,050,560	52,608,888	4,441,672	7.79%	68,460,671
Fringe Benefits	1,893,535	1,870,411	23,124	1.22%	18,935,350	19,239,883	(304,533)	(1.61%)	22,722,422
Services	1,596,524	1,702,866	(106,342)	(6.66%)	15,965,240	11,581,721	4,383,519	27.46%	19,158,293
Materials and Supplies Utilities	1,184,042 144,208	1,498,467 153,485	(314,425) (9,277)	(26.56%) (6.43%)	11,840,420 1,442,080	9,787,021 1,394,837	2,053,399 47,243	17.34% 3.28%	14,208,507 1,730,500
Casualty & Liability	986,667	1,102,566	(115,899)	(11.75%)	9,866,670	9,579,694	286,976	2.91%	11,840,000
Taxes	35,503	4,737	30,766	86.66%	355,030	94,852	260,178	73.28%	426,030
Miscellaneous	84,017	56,589	27,428	32.65%	840,170	601,250	238,920	28.44%	1,008,205
Leases and Rentals	20,000	13,193	6,807	34.04%	200,000	178,952	21,048	10.52%	240,000
Total Oper. Exp. (excl. Depr.)	11,649,552	11,228,495	421,057	3.61%	116,495,520	105,067,098	11,428,422	9.81%	139,794,628
Net Operating Revenue	(1,273,399)	(1,393,027)	(119,628)	9.39%	(12,733,990)	(7,785,868)	4,948,122	(38.86%)	(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	26,376	66,568	71.62%	929,440	668,038	261,402	28.12%	1,115,331
TMSEL All Other Costs	33,750	45,982	(12,232)	(36.24%)	337,500	1,185,625	(848,125)	(251.30%)	405,000
Total TMSEL Legacy Costs	126,694	72,358	54,336	42.89%	1,266,940	1,853,663	(586,723)	(46.31%)	1,520,331
Net Rev. (Before Gov't. Asst.)	(1,400,093)	(1,465,385)	(65,292)	4.66%	(14,000,930)	(9,639,531)	4,361,399	(31.15%)	(16,801,120)
Manking a On anathran									
Maritime Operations Passenger Fares	92,207	55,790	(36,417)	(39.49%)	922,070	651,788	(270,282)	(29.31%)	1,106,479
Labor and Fringe Benefits	(23,873)	(13,915)	(9,958)	41.71%	(238,730)	(213,266)	(25,464)	10.67%	(286,480)
Services	(81,554)	0	(81,554)	100.00%	(815,540)	(29,978)	(785,562)	96.32%	(978,652)
Materials and Supplies	(45,433)	(8,143)	(37,290)	82.08%	(454,330)	(79,071)	(375,259)	82.60%	(545,198)
Taxes	(544)	(411)	(133)	24.45%	(5,440)	(3,701)	(1,739)	31.97%	(6,522)
Purchased Transportation	(1,028,806)	(1,039,880)	11,074	(1.08%)	(10,288,060)	(8,654,226)	(1,633,834)	15.88%	(12,345,667)
Other Operating Expenses Preventive Maintenance	(44,281) 52,036	(6,319) 57,083	(37,962) 5,047	85.73% 9.70%	(442,810) 520,360	(7,258) 57,083	(435,552) (463,277)	98.36% (89.03%)	(531,372) 624,438
LA State Appropriations	250,000	0 0	(250,000)	(100.00%)	2,500,000	57,065	(2,500,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	4,283,330	4,283,330	0	0.00%	5,140,000
Total Maritime Operations	(401,915)	(527,462)	125,547	(100.00%)	(4,019,150)	(3,995,300)	(23,850)	(100.00%)	(4,822,974)
Government Operating Assistance									
Preventive Maintenance	1,672,860	1,905,373	232,513	13.90%	16,728,600	16,924,110	195,510	1.17%	20,074,324
State Parish Transportation	191,015	119,074	(71,941)	(37.66%)	1,910,150	1,596,235	(313,915)	(16.43%)	2,292,180
ARPA Funding and Other Operating Grants	478,852 0	0	(478,852) 0	(100.00%) #DIV/01	4,788,520 0	8,306,921	3,518,401	73.48% #DIV/0!	5,746,226 0
FEMA Reimbursements				#DIV/0!		(30,529)	(30,529)		
Total Government Oper. Asst.	2,342,727	2,024,447	(318,280)	(13.59%)	23,427,270	26,796,737	3,369,467	14.38%	28,112,730
Net Revenue (After Gov't. Asst.)	540,719	31,600	(258,025)	(47.72%)	5,407,190	13,161,906	7,707,015	142.53%	6,488,636

#### CONSOLIDATED INCOME STATEMENT BUDGET TO ACTUAL COMPARISON October 31, 2025 Unaudited

	-1155017.6 Current Month Budget	<u>Actual</u>	\$ Var.	%Var.	Year to Date Budget	Actual	\$ Var	%Var.	
Net Revenue (After Gov't. Asst.)	540,719	31,600	(258,025)	-47.72%	5,407,190	13,161,906	7,707,015	142.53%	6,488,636
Government Non-Operating Rev. (Exp.) Federal - Capital (RTA)	2.690.160	92,242	(2.597.918)	(96.57%)	26.901.600	5.188.935	(21,712,665)	(80.71%)	32.281.920
Local - Capital (RTA)	1,141,840	23,061	(1,118,779)	(97.98%)	11,418,400	1,565,675	(9,852,725)	(86.29%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(115,303)	3,716,697	(96.99%)	(38,320,000)	(6,662,033)	31,657,967	(82.61%)	(45,983,998)
Total Federal and State Sources (Ferry) Other Local Sources/Restricted Capital Res. (Ferry)	1,126,534 317.238	1,588 397	(1,124,946) (316,841)	(99.86%) (99.87%)	11,265,340 3.172.380	11,249 3.014	(3,169,366)	(99.90%)	13.518.414
Capital Expenses (Ferry)	(1,443,772)	(1,985)	(1,441,787)	99.86%	(14,437,720)	(140,239)	14,297,481	(99.03%)	3,806,854
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	0.00%	0	(33,399)	(33,399)	0.00%	17,325,268
Total Revenues (Expenses) Before Capital Expenditures and Debt	540,719	31,600	(509,119)	(94.16%)	5,407,190	13,128,507	7,721,317	142.80%	23,813,904
Capital Expolicitation and Dobt	0.1017.10	0.1,000	(000)110)	(0 111070)	0,107,100	10,120,007	7,721,017	11210070	20,010,001
Capital Expenditures									
Interest Income - Capital (bonds)	1,147	30,370	29,223	2547.78%	11,470	273,459	261,989	100.00%	13,764
Other Interest Income	130,092	77,523	(52,569)	(40.41%)	1,300,920	763,916	(537,004)	(41.28%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(6,719,580)	(6,647,821)	71,759	1.07%	(8,063,500)
Total Capital Expenditures	(540,719)	(46,635)	494,084	91.38%	(5,407,190)	(5,610,446)	(203,256)	(3.76%)	(6,488,638)
Net Revenue less Capital Expenditures									
& Principal on Long Term Debt		(15,035)	(15,035)	100.00%		7,518,061	7,518,061	100.00%	17,325,266
Other Funding Sources									
Restricted Oper. / Capital Reserve	0	15,035	(15,035)	(100.00%)	0	(7,518,061)	7,518,061	(100.00%)	0
Total Other Funding	0	15,035	(15,035)	(100.00%)		(7,518,061)	7,518,061	(100.00%)	0
Net Revenue / Expense		0	0	0.00%		0		0.00%	17,325,266
Depreciation - Local Depreciation - Federal	378,071 1,512,282	418,945 1,675,782	(40,874) (163,500)	(10.81%) (10.81%)	3,780,706 15,122,824	4,043,022 16,172,091	(262,316) (1,049,267)	(6.94%) (6.94%)	4,536,847 18,147,389
·				, ,			*	` ′	
Total Depreciation	1,890,353	2,094,727	(204,374)	10.81%	18,903,530	20,215,113	(1,311,583)	(6.94%)	22,684,236

#### CONSOLIDATED INCOME STATEMENT ACTUAL TO ACTUAL COMPARISON October 31, 2025 Unaudited

Prior No.   Prio			Current Month				Year to D	ate	
Passenger Fase   753,107   919.388   165,279   22.08%   6.851,817   2.8518,898   2.4728   0.4785   0		Prior Yr.	Current Yr.	\$ Var.	<u>%Vаг.</u>	Prior Yr.	Current Yr.	\$ Var.	%Var.
General Use Sales Tax									
Search Montr Verbinde Soles Tox									
Hondikolis Siles Tox									
Total Operating Revenues									
Coparating Expenses									
Coparating Expenses	Other Revenue	231,517	393,954	162,437	70.16%	2,164,122	3,229,325	1,065,203	49.22%
Labor	Total Operating Revenues	8,571,695	9,835,468	1,263,773	14.74%	97,323,773	97,281,230	(42,543)	(0.04%)
Labor	Onereting Funence								
Fings Banelles		A 757 51A	1 926 191	(69 667)	(1 ///%)	50 114 013	E2 600 000	(2.402.075)	(4 00%)
Services   986.136   1702.866   716.730   726.8%   84.85.106   11.581.721   (21.23.615)   (39.53%)   Materials and Supplies   11.02.55   14.89.467   (397.232)   (30.07%)   9.331.842   9.78.7021   14.4520   1.46%   Materials and Supplies   116.387   113.4685   (37.098)   (31.87%)   1.312.428   1.394.837   (82.409)   (62.2%)   (22.77%)   (22.77%)   (23.23%)   (23.24%)   (									
Martinia and Supplies									
Consulty & Liability   15,485 (27,088 ) (39,58%)   13,14,428   1,394,837 (82,408)   62,28%   1,28%									
Case   1,102,566   3,14,560   3,93%   3,10,12   94,852   4,1619   7,21,196   1,102,1861   1,10									
Miscellaneous									
Miscellaneous   60,779   56,589   4,190   6,89%   816,175   601,250   214,926   26,33%   1,638   1,627   100,00%   134,167   178,952   (24,785)   (16,08%)   (16,08									
Total Oper. Exp. (excl. Depr.)   9,480,974   11,228,495   (17,34,328)   (18,299)   95,773,162   105,067,098   (9,203,936)   (9,70%)									
Total Oper. Exp. (excl. Depr.)   9,480,974   11,228,495   (1,734,328)   (18,29%)   95,773,162   105,067,098   (9,283,935)   (9,70%)									
Maritime Operations	Leases and Rentals			10,527				, ,	, ,
TMSEL Legacy Costs	Total Oper. Exp. (excl. Depr.)	9,480,974	11,228,495	1,734,328)	(18.29%)	95,773,162	105,067,098	(9,293,936)	(9.70%)
TMSEL Pension Costs	Net Operating Revenue	(909,279)	(1,393,027)	(483,748)	53.20%	1,550,611	(7,785,868)	(9,336,479)	(602.12%)
TMSEL Pension Costs	TMOST Logony Conte								
TMSEL All Other Costs 117,556 26,376 (91,180) (77,56%) 1,011,459 668,038 (343,420) (33,95%) (28,12%) (146,692) (76,13%) 1,649,419 1,185,625 (463,794) (28,12%) (28,12		0	0	0	0.000/	0	0	0	0.000/
TMSEL All Other Costs         192,674         45,982         (146,692)         (76,13%)         1,649,419         1,185,625         (463,794)         (28.12%)           Total TMSEL Legacy Costs         310,230         72,358         (237,872)         (76,68%)         2,660,878         1,853,663         (807,214)         (30,34%)           Net Rev. (Before Gov't. Asst.)         (1,219,509)         (1,465,385)         (245,876)         20.16%         (1,110,267)         (9,639,531)         (8,529,264)         768.22%           Maritime Operations         Bassenger Fares         63,233         55,790         (7,443)         (11.77%)         688,364         651,788         (36,576)         (5.31%)           Labor and Fringe Benefits         (21,793)         (13,915)         7,878         (36,15%)         (454,216)         (213,266)         240,950         (5.31%)           Labor and Fringe Benefits         (21,793)         (13,915)         7,878         (36,15%)         (454,216)         (213,266)         240,950         (5.31%)           Labor and Fringe Benefits         (21,611)         (3,143)         66,508         (89,09%)         (527,315)         (79,071)         442,23         285,2373         288,2373         288,2373         288,2373         29,00%)         (527,315) <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>									
Total TMSEL Legacy Costs         310,230         72,358         (237,872)         (76.68%)         2,660,878         1,853,663         (807,214)         (30.34%)           Net Rev. (Before Gov't. Asst.)         (1,219,509)         (1,465,385)         (245,876)         20.16%         (1,110,267)         (9,839,531)         (8,529,264)         768.22%           Maritime Operations           Passenger Fares         63,233         55,790         (7,443)         (11.77%)         688,364         651,788         (36,576)         (53.0%)           Labor and Fringe Benefits         (21,793)         (13,915)         7,878         (36,15%)         (454,216)         (213,266)         240,950         (53.0%)           Services         (29,818)         0         29,818         (10,000%)         (2,882,351)         (29,978)         2,852,373         (98,96%)           Materials and Supplies         (584)         (411)         173         (29,65%)         (527,315)         (79,071)         448,243         (85,00%)           Taxes         (584)         (411)         173         (29,65%)         (57,17)         (3,701)         2,017         100,00%           Other Operating Expenses         (72)         (6,319)         (6,247)         8701,60%									
Mer Rev. (Before Gov't. Asst.)         (1,219,509)         (1,465,385)         (245,876)         20.16%         (1,110,267)         (9,639,531)         (8,529,264)         768.22%           Maritime Operations           Passenger Fares         63,233         55,790         (7,443)         (11.77%)         688,364         651,788         (36,576)         (5.31%)           Labor and Fringe Benefits         (21,793)         (13,915)         7,878         (36,15%)         (454,216)         (213,266)         240,950         (53,05%)           Services         (29,818)         0         29,818         (100,00%)         (2,882,351)         (29,978)         2,852,373         (98,96%)           Services         (29,818)         0         29,818         (100,00%)         (2,882,351)         (29,978)         2,852,373         (98,96%)           Materials and Supplies         (74,651)         (8,143)         66,508         (89,09%)         (52,7315)         (79,071)         448,243         (85,00%)           Taxes         (684)         (411)         17.3         (29,65%)         (5,717)         (3,701)         2,017         100,00%           Other Operating Expenses         (72)         (6,319)         (6,247)         8701,60%         (2,161) <td>TWSEL All Other Costs</td> <td>192,074</td> <td>45,982</td> <td>(140,092)</td> <td>(76.13%)</td> <td>1,049,419</td> <td>1,180,020</td> <td>(463,794)</td> <td>(28.12%)</td>	TWSEL All Other Costs	192,074	45,982	(140,092)	(76.13%)	1,049,419	1,180,020	(463,794)	(28.12%)
Maritime Operations           Passenger Fares         63,233         55,790         (7,443)         (11.77%)         688,364         651,788         (36,576)         (5.31%)           Labor and Fringe Benefits         (21,793)         (13,915)         7,878         (36,15%)         (454,216)         (213,266)         240,950         (53,05%)           Services         (29,818)         0         29,818         (100,00%)         (2,882,351)         (29,978)         2,852,373         (98,96%)           Materials and Supplies         (74,651)         (8,143)         66,508         (80,90%)         (527,315)         (79,071)         448,243         (85,00%)           Taxes         (584)         (411)         173         (29,65%)         (5,717)         (3,701)         2,017         100,00%           Purchased Transportation         (860,654)         (1,039,880)         (179,226)         20,82%         (7,254,268)         (8,654,226)         (1,399,958)         19,30%           Other Operating Expenses         (72)         (6,319)         (6,247)         8701,60%         (2,161)         (7,258,86)         (5,098,327)         23,978           Preventive Maintenance         50,000         5,083         7,083         14,17%         453,970 <th>Total TMSEL Legacy Costs</th> <th>310,230</th> <th>72,358</th> <th>(237,872)</th> <th>(76.68%)</th> <th>2,660,878</th> <th>1,853,663</th> <th>(807,214)</th> <th>(30.34%)</th>	Total TMSEL Legacy Costs	310,230	72,358	(237,872)	(76.68%)	2,660,878	1,853,663	(807,214)	(30.34%)
Passenger Fares 63,233 55,790 (7,443) (11,77%) 688,364 651,788 (36,576) (531%) Labor and Fringe Benefits (21,793) (13,915) 7,878 (36,15%) (454,216) (213,266) 240,950 (53,05%) Services (29,818) 0 29,818 (100,00%) (2,882,351) (29,978) 2,852,373 (98,96%) Materials and Supplies (74,651) (8,143) 66,508 (89,09%) (527,315) (79,071) 448,243 (85,00%) Taxes (584) (4111) 173 (29,65%) (5,717) (3,701) 2,017 (100,00%) Purchased Transportation (860,654) (1,039,880) (179,226) 20,82% (7,254,268) (8,654,226) (1,399,958) 19,30% (0,572,315) (1,391,000) (1,391,	Net Rev. (Before Gov't. Asst.)	(1,219,509)	(1,465,385)	(245,876)	20.16%	(1,110,267)	(9,639,531)	(8,529,264)	768.22%
Passenger Fares 63,233 55,790 (7,443) (11,77%) 688,364 651,788 (36,576) (531%) Labor and Fringe Benefits (21,793) (13,915) 7,878 (36,15%) (454,216) (213,266) 240,950 (53,05%) Services (29,818) 0 29,818 (100,00%) (2,882,351) (29,978) 2,852,373 (98,96%) Materials and Supplies (74,651) (8,143) 66,508 (89,09%) (527,315) (79,071) 448,243 (85,00%) Taxes (584) (4111) 173 (29,65%) (5,717) (3,701) 2,017 (100,00%) Purchased Transportation (860,654) (1,039,880) (179,226) 20,82% (7,254,268) (8,654,226) (1,399,958) 19,30% (0,572,315) (1,391,000) (1,391,	Maritima Operations								
Labor and Fringe Benefits (21,793) (13,915) 7,878 (36,15%) (454,216) (213,266) 240,950 (53,05%) Services (29,818) 0 29,818 (100,00%) (2,882,351) (29,978) 2,852,373 (98,96%) Materials and Supplies (74,651) (8,143) 66,508 (89,09%) (527,315) (79,071) 448,243 (85,00%) Taxes (584) (411) 173 (29,65%) (5,717) (3,701) 2,017 100,00% Purchased Transportation (860,654) (1,039,880) (179,226) 20,82% (7,254,268) (8,654,226) (1,399,958) 193,00% (100,00%) (1,000		62 222	EE 700	(7.442)	(11 770/)	600 364	GE1 700	(26 E76)	/E 210/\
Services   (29,818)   0   29,818   (100,00%)   (2,82,351)   (29,978)   2,852,373   (98,96%)   (98,00%)   (98,00%)   (100,00%									
Materials and Supplies         (74,651)         (8,143)         66,508         (89,09%)         (527,315)         (79,071)         448,243         (85,00%)           Taxes         (584)         (411)         173         (29,65%)         (5,717)         (3,701)         2,017         100,00%           Purchased Transportation         (860,654)         (1,039,880)         (179,226)         20.82%         (7,254,268)         (8,654,226)         (1,399,958)         19,30%           Other Operating Expenses         (72)         (6,319)         (6,247)         8701,60%         (2,161)         (7,258)         (5,098)         235,92%           Preventive Maintenance         50,000         57,083         7,083         14,17%         453,970         57,083         (396,887)         (87,43%)           LA State Appropriations         0         0         0         0.00%         7,000,000         0         0         7,000,000         0									
Taxes (584) (411) 173 (29.65%) (5,717) (3,701) 2,017 100.00% Purchased Transportation (860,654) (1,039,880) (179,226) 20.82% (7,254,268) (8,654,226) (1,399,958) 19.30% (72) (6,319) (6,247) 8701.60% (2,161) (7,258) (5,098) 235,92% Preventive Maintenance 50,000 57,083 7,083 14.17% 453,970 57,083 (396,887) (87.43%) LA State Appropriations 0 0 0 0 0.00% 7,000,000 0 0 (7,000,000) 100,00% State Subsidy 428,333 428,333 0 0.00% 5,428,331 4,283,330 (1,145,001) (21.09%) Total Maritime Operating Assistance  Preventive Maintenance 1,288,604 1,905,373 616,769 47.86% 12,700,407 16,924,110 4,223,703 33.26% State Parish Transportation 168,435 119,074 (49,361) (29.31%) 1,654,977 1,596,235 (58,742) (3.55%) ARPA Funding and Other Operating Grants 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			-						
Purchased Transportation (860,654) (1,039,880) (179,226) 20.82% (7,254,268) (8,654,226) (1,399,958) 19.30% Other Operating Expenses (72) (6,319) (6,247) 8701.60% (2,161) (7,258) (5,098) 235.92% Preventive Maintenance 50,000 57,083 7,083 14.17% 453,970 57,083 (396,887) (87,43%) LA State Appropriations 0 0 0 0 0.00% 7,000,000 0 0 (7,000,000) 100.00% State Subsidy 428,333 428,333 0 0.00% 5,428,331 4,283,330 (1,145,001) (21.09%) Total Maritime Operating Assistance  Preventive Maintenance 1,288,604 1,905,373 616,769 47.86% 12,700,407 16,924,110 4,223,703 33.26% State Parish Transportation 168,435 119,074 (49,361) (29.31%) 1,654,977 1,596,235 (58,742) (3.55%) ARPA Funding and Other Operating Grants 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	••	, , ,	· · /		, ,	, , ,	,		` ,
Other Operating Expenses         (72)         (6,319)         (6,247)         8701.60%         (2,161)         (7,258)         (5,098)         235.92%           Preventive Maintenance         50,000         57,083         7,083         14.17%         453,970         57,083         (396,887)         (87.43%)           LA State Appropriations         0         0         0         0         0.00%         7,000,000         0         (7,000,000)         100,00%         100,00%         5,428,331         4,283,330         (1,145,001)         (21.09%)           Total Maritime Operating Assistance           Preventive Maintenance         1,288,604         1,905,373         616,769         47.86%         12,700,407         16,924,110         4,223,703         33.26%           State Parish Transportation         168,435         119,074         (49,361)         (29.31%)         1,654,977         1,596,235         (58,742)         (3,55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%									
Preventive Maintenance 50,000 57,083 7,083 14.17% 453,970 57,083 (396,887) (87.43%) LA State Appropriations 0 0 0 0.00% 7,000,000 0 (7,000,000) 100.00% State Subsidy 428,333 428,333 0 0.00% 5,428,331 4,283,330 (1,145,001) (21.09%)  Total Maritime Operating Assistance  Preventive Maintenance 1,288,604 1,905,373 616,769 47.86% 12,700,407 16,924,110 4,223,703 33.26% State Parish Transportation 168,435 119,074 (49,361) (29.31%) 1,654,977 1,596,235 (58,742) (3.55%) ARPA Funding and Other Operating Grants 0 0 0 0 #DIV/0! 0 8,306,921 8,306,921 #DIV/0! FEMA Reimbursements 0 0 0 0 0 0.00% 0 (30,529) (30,529) 0.00%  Total Government Oper. Asst. 1,457,039 2,024,447 567,408 38.94% 14,355,384 26,796,737 12,441,353 86.67%		, , ,							
LA State Appropriations 0 0 0 0 0.00% 7,000,000 0 (7,000,000) 100.00% State Subsidy 428,333 428,333 0 0.00% 5,428,331 4,283,330 (1,145,001) (21.09%)  Total Maritime Operations (446,005) (527,462) (81,457) 18.26% 2,444,637 (3,995,300) (6,439,936) (263.43%)  Government Operating Assistance  Preventive Maintenance 1,288,604 1,905,373 616,769 47.86% 12,700,407 16,924,110 4,223,703 33.26% State Parish Transportation 168,435 119,074 (49,361) (29.31%) 1,654,977 1,596,235 (58,742) (3.55%) ARPA Funding and Other Operating Grants 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0									
State Subsidy         428,333         428,333         0         0.00%         5,428,331         4,283,330         (1,145,001)         (21.09%)           Total Maritime Operations         (446,005)         (527,462)         (81,457)         18.26%         2,444,637         (3,995,300)         (6,439,936)         (263.43%)           Government Operating Assistance           Preventive Maintenance         1,288,604         1,905,373         616,769         47.86%         12,700,407         16,924,110         4,223,703         33.26%           State Parish Transportation         168,435         119,074         (49,361)         (29.31%)         1,654,977         1,596,235         (58,742)         (3,55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         #,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38,94%         14,355,384         26,796,737         12,441,353         86,67%									
Government Operating Assistance           Preventive Maintenance         1,288,604         1,905,373         616,769         47.86%         12,700,407         16,924,110         4,223,703         33.26%           State Parish Transportation         168,435         119,074         (49,361)         (29.31%)         1,654,977         1,596,235         (58,742)         (3.55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%		-	-				-		
Preventive Maintenance         1,288,604         1,905,373         616,769         47.86%         12,700,407         16,924,110         4,223,703         33.26%           State Parish Transportation         168,435         119,074         (49,361)         (29,31%)         1,654,977         1,596,235         (58,742)         (3,55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%	Total Maritime Operations	(446,005)	(527,462)	(81,457)	18.26%	2,444,637	(3,995,300)	(6,439,936)	(263.43%)
Preventive Maintenance         1,288,604         1,905,373         616,769         47.86%         12,700,407         16,924,110         4,223,703         33.26%           State Parish Transportation         168,435         119,074         (49,361)         (29,31%)         1,654,977         1,596,235         (58,742)         (3.55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%	·								<u> </u>
State Parish Transportation         168,435         119,074         (49,361)         (29.31%)         1,654,977         1,596,235         (58,742)         (3.55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%	Government Operating Assistance								
State Parish Transportation         168,435         119,074         (49,361)         (29.31%)         1,654,977         1,596,235         (58,742)         (3.55%)           ARPA Funding and Other Operating Grants         0         0         0         #DIV/0!         0         8,306,921         8,306,921         #DIV/0!           FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%	Preventive Maintenance	1,288,604	1,905,373	616,769	47.86%	12,700,407	16,924,110	4,223,703	33.26%
ARPA Funding and Other Operating Grants 0 0 0 0 #DIV/0! 0 8,306,921 8,306,921 #DIV/0! FEMA Reimbursements 0 0 0 0 0 0.00% 0 (30,529) (30,529) 0.00%  Total Government Oper. Asst. 1,457,039 2,024,447 567,408 38.94% 14,355,384 26,796,737 12,441,353 86.67%	State Parish Transportation								
FEMA Reimbursements         0         0         0         0.00%         0         (30,529)         (30,529)         0.00%           Total Government Oper. Asst.         1,457,039         2,024,447         567,408         38.94%         14,355,384         26,796,737         12,441,353         86.67%	ARPA Funding and Other Operating Grants								
		0	0	0	0.00%	0			0.00%
Net Revenue (After Gov't. Asst.) (208,475) 31,600 240,075 (115.16%) 15,689,753 13,161,906 (2,527,847) (16.11%)	Total Government Oper. Asst.	1,457,039	2,024,447	567,408	38.94%	14,355,384	26,796,737	12,441,353	86.67%
	Net Revenue (After Gov't. Asst.)	(208,475)	31,600	240,075	(115.16%)	15,689,753	13,161,906	(2,527,847)	(16.11%)

#### CONSOLIDATED INCOME STATEMENT ACTUAL TO ACTUAL COMPARISON October 31, 2025 Unaudited

		Current Mo	onth			Year to D	Date	
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	(208,475)	31,600	240,075	-115.16%	15,689,753	13,161,906	(2,527,847)	-16.11%
Government Non-Operating Rev. (Exp.)								
Federal - Capital (RTA)	919,622	92,242	(827,380)	(89.97%)	22,211,738	5,188,935	(17,022,803)	(76.64%)
Local - Capital (RTA) Capital Expenditures (RTA)	229,905 (1,149,527)	23,061 (115,303)	(206,844) 1,034,224	(89.97%) (89.97%)	7,270,227 (29,481,966)	1,565,675 (6,662,033)	(5,704,552) 22,819,933	(78.46%) (77.40%)
Total Federal and State Sources (Ferry)	580,190	1,588	(578,602)	(99.73%)	3,035,054	11,249	(3,023,805)	(99.63%)
Other Local Sources/Restricted Cap. Res. (Ferry)	(725,237)	397	725,634	(100.05%)	(3,793,818)	3,014	3,796,832	(100.08%)
Capital Expenses (Ferry) Loss on Valuation of Assets	0	(1,985) 0	(1,985) 0	#DIV/0! 0.00%	0	(140,239) 0	(140,239) 0	#DIV/0! 0.00%
Loss on Valuation of Assets	U	U	U	0.00%	0	U	U	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	(145,047)	0	145,047	(100.00%)	(758,764)	(33,399)	725,365	(95.60%)
Total Revenues (Expenses) Before								
Capital Expenditures and Debt	(353,523)	31,600	385,123	(108.94%)	14,930,990	13,128,507	(1,802,483)	(12.07%)
Capital Expenditures								
Bond Interest Income	11,905	30,370	18,465	155.10%	119,050	273,459	154,410	129.70%
Other Interest Income Debt Service	54,234 (521,843)	77,523 (154,528)	23,289 367,315	42.94%	542,336 (5,558,186)	763,916 (6,647,821)	(221,580) 1,089,635	(40.86%) (19.60%)
Debt Service	(521,843)	(154,528)	307,315	(70.39%)	(5,558,180)	(0,047,821)	1,089,035	(19.60%)
Total Capital Expenditures	(455,704)	(46,635)	409,069	(89.77%)	(4,896,800)	(5,610,446)	(713,646)	14.57%
Net Revenue less Capital Expenditures								
& Principal on Long Term Debt	(809,227)	(15,035)	794,192	98.14%	10,034,190	7,518,061	(2,516,128)	25.08%
Other Funding Sources								
Restricted Oper. / Capital Reserve	809,227	15,035	(794,192)	(98.14%)	(10,034,190)	(7,518,061)	2,516,128	(25.08%)
Total Other Funding	809,227	15,035	(794,192)	(98.14%)	(10,034,190)	(7,518,061)	2,516,128	(25.08%)
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%
Hot Notolide / Expelise				0.0076	=====================================	<u> </u>		0.0076
Depreciation - Local	378,071	418.945	(40,874)	(10.81%)	3.207.728	4,043,022	(835,294)	(26.04%)
Depreciation - Federal	1,512,282	1,675,782	(163,500)	(10.81%)	12,830,913	16,172,091	(3,341,178)	(26.04%)
Total Depreciation Expense	1,890,353	2,094,727	(204,374)	(10.81%)	16,038,641	20,215,113	(4,176,472)	(26.04%)

# Regional Transit Authority Financial Performance Indicators October 31, 2025 (Excludes Ferry Operations)

	•	any-wide		oute Bus		etcar	Paratransit		
Didorohip (Unlinked Trips)	Current Mo. 1,416,011	Year-to-date 12,133,838	Current Mo. 1,051,487	Year-to-date 9,413,720	Current Mo. 342,389	Year-to-date	Current Mo. 22,135	Year-to-date 187,078	
Ridership (Unlinked Trips)	1,416,011	12,133,030	1,051,467	9,413,720	342,369	2,533,040	22,135	107,070	
T. 171.4	<b></b>		40.770	400.005	44.004	440.000	40.04-		
Total Platform Hours	72,293	669,503	43,772	426,005	11,904	116,699	16,617	126,799	
Passenger Revenue	919,386	8,791,492	592,927	5,722,742	298,281	2,793,806	28,178	274,944	
Operating Expenses	11,228,495	105,067,098	7,298,522	68,293,614	2,245,699	21,013,420	1,684,274	15,760,065	
Operating Cost Per Platform Hour	155.32	156.93	166.74	160.31	188.66	180.07	101.36	124.29	
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69	
Farebox Recovery Rate	8.19%	8.37%	8.12%	8.38%	13.28%	13.30%	1.67%	1.74%	
Operating Cost Per Unlinked Trip	7.93	8.66	6.94	7.25	6.56	8.30	76.09	84.24	
Passenger Revenue Per Unlinked Trip	0.65	0.72	0.56	0.61	0.87	1.10	1.27	1.47	
Subsidy per Unlinked Trip	7.28	7.94	6.38	6.64	5.69	7.20	74.82	82.77	

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

#### REPORT FOR THE MONTH

		Company-wide		Fixed Route Bus			Streetcar			Paratransit		
		onth Ended Oc			lonth Ended O			lonth Ended O			Nonth Ended C	
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	1,416,011	956,256	459,755	1,051,487	546,106	505,381	342,389	391,936	(49,547)	22,135	18,214	3,921
Total Platform Hours	72,293	67,289	5,004	43,772	43,171	601	11,904	12,431	(528)	16,617	11,687	4,930
Passenger Revenue	919,386	753,107	166,279	592,927	432,076	160,851	298,281	308,740	(10,459)	28,178	12,292	15,886
Operating Expenses	11,228,495	9,480,974	1,747,521	7,298,522	6,162,633	1,135,889	2,245,699	1,896,195	349,504	1,684,274	1,422,146	262,128
Operating Cost Per Platform Hour	155.32	140.90	14.42	166.74	142.75	23.99	188.66	152.53	36.13	101.36	121.69	(20.33)
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	8.19%	7.94%	0.24%	8.12%	7.01%	1.11%	13.28%	16.28%	-3.00%	1.67%	0.86%	0.81%
Operating Cost Per Unlinked Trip	7.93	9.91	(1.98)	6.94	11.28	(4.34)	6.56	4.84	1.72	76.09	78.08	(1.99)
Passenger Revenue Per Unlinked Trip	0.65	0.79	(0.14)	0.56	0.79	(0.23)	0.87	0.79	0.08	1.27	0.67	0.60
Subsidy per Unlinked Trip	7.28	9.12	(1.84)	6.38	10.49	(4.11)	5.69	4.05	1.64	74.82	77.41	(2.59)

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

#### YEAR-TO-DATE REPORT

		Company-wide			Fixed Route Bu			Streetcar			Paratransit	
		onths Ending Oc			onths Ending O			onths Ending O			onths Ending C	
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	12,133,838	10,797,751	1,336,087	9,413,720	7,527,481	1,886,239	2,533,040	3,082,350	(549,310)	187,078	187,920	(842)
Total Platform Hours	669,503	664,909	4,594	426,005	417,744	8,260	116,699	120,799	(4,101)	126,799	126,365	434
Passenger Revenue	8,791,492	8,344,707	446,784	5,722,742	5,249,609	473,133	2,793,806	2,850,136	(56,329)	274,944	244,963	29,981
Operating Expenses	105,067,098	95,556,670	9,510,428	68,293,614	59,759,756	8,533,858	21,013,420	19,347,029	1,666,390	15,760,065	16,449,885	(689,820)
Operating Cost Per Platform Hour	156.93	143.71	13.22	160.31	143.05	17.26	180.07	160.16	19.91	124.29	130.18	(5.89)
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	8.37%	8.73%	-0.37%	8.38%	8.78%	-0.40%	13.30%	14.73%	-1.44%	1.74%	1.49%	0.26%
Operating Cost Per Unlinked Trip	8.66	8.85	(0.19)	7.25	7.94	(0.69)	8.30	6.28	2.02	84.24	87.54	(3.30)
Passenger Revenue Per Unlinked Trip	0.72	0.77	(0.05)	0.61	0.70	(0.09)	1.10	0.92	0.18	1.47	1.30	0.17
Subsidy per Unlinked Trip	7.94	8.08	(0.14)	6.64	7.24	(0.60)	7.20	5.36	1.84	82.77	86.24	(3.47)

## New Orleans Regional Transit Authority



#### **Board Report and Staff Summary**

File #: 25-158	Finance Committee						
RTA CY2026 Operating and Capital Budget							
DESCRIPTION: RTA CY2026 Operati		AGENDA NO: Click or tap here to enter text.					
ACTION REQUEST: ⊠ Approval □	Review Comment   Inf	ormation Only □ Other					

#### **RECOMMENDATION:**

Authorize the Chief Executive Officer to implement the Operating, Non-Operating, Capital, and Debt Service Budget for the 2026 Calendar Year.

#### ISSUE/BACKGROUND:

Submitting the CY2026 Operating, Non-Operating, Capital, and Debt Service Budget for approval.

#### DISCUSSION:

The CY2026 Budget includes Operating and Capital expenditures that pursue the agency's mission of providing safe and reliable transit service and a world-class rider experience to its customers. This budget includes 871 FTE's and no anticipated reduction in services. Highlighting this year's budget are the following capital initiatives: (1) Algiers Ferry Buildings Renovation, (2) Begin design of Downtown Transit Center, and (3) Bus Rapid Transit (BRT) East-West Bank Corridor for a total Capital Budget of \$52.1M with a local match of \$13.9M.

#### **FINANCIAL IMPACT:**

The CY2026 Operating Budget includes revenues of \$111,746,066 and expenses of \$142,297,081. Operating revenues for CY2026 are decreasing by 10.2% while operating expenses are increasing by 1.8% from the CY2025 Budget. TMSEL Legacy Costs of \$1,347,058 for CY2026 have decreased by 11.4% from CY2025 budgeted costs. Government operating assistance for CY2026 is expected to offer \$25,164,475 in funding. To balance the 2026 budget, we will utilize \$13.8M in operating reserves.

#### **NEXT STEPS:**

None.

#### ATTACHMENTS:

- 1. RTA Board Resolution
- 2. CY2026 Proposed Budget

#### File #: 25-158

#### **Finance Committee**

- 3. CY2026 Proposed Purple Sheets
- 4. Five-Year Capital Investment Program (2026-2030)

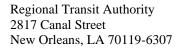
Prepared By: Jessica M. Lang Title: Business Analyst

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

constant Holm

Lona Edwards Hankins Chief Executive Officer 12/4/2025

Date





RESOLUTION NOSTATE OF LOUISIANA PARISH OF ORLEANS	
RESOLUTION TO APPROVE AUTHORITY'S ("RTA") OPERATING BUDGET, AND BOND DEBT FO	GET, NON-OPERATING BUDGET,
Introduced by Commissioner	, seconded by Commissioner
the Regional Transit Authority approves the Ca of: Operating Revenues \$111,746,066, Operation	ting Expenses \$142,297,081, TMSEL
Legacy Cost \$1,347,058, Maritime Funding De Assistance \$25,164,475, Debt Service \$8,093, Operating and Capital Expenses before Debt Soperating/Capital Reserves (\$13,845,288).	,806, Net Revenue (Expense) After
THE FOREGOING WAS READ IN THE ADOPTION THEREOF AND RESULTE	FULL, THE ROLL WAS CALLED ON D AS FOLLOWS:
YEAS: NAYS: ABSTAIN: ABSENT:	
AND THE RESOLUTION WAS ADOPTED ON	N THE DAY OF DECEMBER, 2025.

CHAIRMAN
RTA BOARD OF COMMISSIONERS

# REGIONAL TRANSIT AUTHORITY Proposed 2026 Budget Statement of Revenues and Expenses

	CV2024	CY2025	Approved	Approved		Approved CY25 Budget. Vs		
Operating Revenues	CY2024 Actuals	Unaudited	CY2025	Proposed CY2026 Budget	Proposed CY26 Budget			
	Actuals	Annl. Actuals	Budget	012020 Budget	Amount Var.	%age Var.		
Passenger Fares	10,289,046	10,263,337	11,906,432	12,025,496	119,064	1.00%		
Charter	105,351	42,411	85,000	68,000	(17,000)	(20.00%)		
Advertising	1,538,477	1,320,993	1,428,060	1,750,000	321,940	22.54%		
General Use Sales Tax	87,144,921	89,016,891	92,118,471	78,696,516	(13,421,955)	(14.57%)		
Hotel/Motel Sales Tax	10,106,711	7,063,964	10,203,780	9,600,000	(603,780)	(5.92%)		
State Motor Vehicle Sales Tax	6,333,028	6,469,663	7,630,875	6,695,613	(935,262)	(12.26%)		
Other Operating Revenue	851,166	2,417,090	1,141,221	2,910,441	1,769,220	155.03%		
Total Operating Revenues	116,368,699	116,594,349	124,513,839	111,746,066	(12,767,773.00)	(10.25%)		

	0)/0004	CY2025	Approved		Approved CY25 Budget. Vs		
Operating Expenses	CY2024 Actuals	Unaudited	CY2025	Proposed CY2026 Budget	Proposed CY26 Budget		
	Actuals	Annl. Actuals	Budget	C12020 Budget	Amount Var.	%age Var.	
Labor	62,456,528	63,710,276	68,460,671	67,298,251	(1,162,420)	(1.70%)	
Fringe Benefits	21,387,158	23,159,296	22,722,422	24,631,714	1,909,292	8.40%	
Services	9,941,735	13,171,807	19,158,293	19,217,309	59,017	0.31%	
Materials and Supplies	11,379,851	11,051,406	14,208,507	13,070,685	(1,137,822)	(8.01%)	
Utilities	1,506,167	1,655,136	1,730,500	2,016,065	285,565	16.50%	
Casualty and Liability	9,311,753	11,302,837	11,840,000	14,596,500	2,756,500	23.28%	
Taxes	412,707	120,153	426,030	367,541	(58,489)	(13.73%)	
Miscellaneous	919,211	726,214	1,008,205	858,100	(150,105)	(14.89%)	
Leases and Rentals	193,897	221,012	240,000	240,916	916	0.38%	
Total Operating Expenses	117,509,007	125,118,137	139,794,627	142,297,081	2,502,454	1.79%	

# REGIONAL TRANSIT AUTHORITY Proposed 2026 Budget

**Statement of Revenues and Expenses** 

TMSEL Legacy Costs	CY2024 Actuals  CY2025 Unaudited Annl. Actuals		Approved CY2025	Proposed CY2026 Budget	Approved CY25 Budget. Vs Proposed CY26 Budget	
			Budget	012020 Baaget	Amount Var.	%age Var.
Health Benefits Costs	1,204,501	855,550	1,115,331	860,983	(254,348)	(22.80%)
TMSEL Obligations	1,489,776	0	0	75,000	75,000	0.00%
Other Costs (TPA, legal, C&L, etc.)	546,496	1,519,524	405,000	411,075	6,075	1.50%
Total TMSEL Legacy Costs	3,240,772	2,375,074	1,520,331	1,347,058	(173,273)	(11.40%)

	CV2024	CY2025	Approved	Drawaaad	Approved CY25 Budget. Vs		
Maritime Operations	CY2024 Actuals	Unaudited	CY2025	Proposed CY2026 Budget	Proposed (	CY26 Budget	
	Actuals	Annl. Actuals	Budget	C12020 Budget	Amount Var.	%age Var.	
Passenger Fares	806,215	794,664	1,106,479	1,200,000	93,521	8.45%	
Labor and Fringe Benefits	(509,510)	(265,801)	(286,480)	(165,956)	120,524	(42.07%)	
Services	(2,941,987)	(39,971)	(978,652)	(1,200,000)	(221,348)	22.62%	
Materials and Supplies	(622,911)	(94,571)	(545,198)	(571,580)	(26,382)	4.84%	
Taxes	(6,284)	(4,386)	(6,522)	(7,933)	(1,411)	21.63%	
Purchased Transportation	(8,916,088)	(10,152,462)	(12,345,667)	(10,525,778)	1,819,889	(14.74%)	
Other Operating Expenses	(3,581)	(1,253)	(531,372)	(6,000)	525,372	(98.87%)	
Preventive Maintenance	553,970	606,252	624,438	685,000	60,563	9.70%	
LA State Appropriations	7,000,000	0	3,000,000	0	(3,000,000)	100.00%	
State Subsidy/Other Subsidy	6,284,997	5,139,996	5,140,000	5,140,000	0	0.00%	
Total Funding Surplus/(Deficit) for Maritime	1,644,820	(4,017,532)	(4,822,975)	(5,452,247)	(629,272)	13.05%	

Surplus / (Deficit) / (Before Govt.	(2,736,260)	(14,916,393)	(21,624,094)	(37,350,320)	(15,726,225)	72.73%
Operating Assistance)						

# REGIONAL TRANSIT AUTHORITY Proposed 2026 Budget

**Statement of Revenues and Expenses** 

Government Assistance	CY2024	Unaudited   CY2025		Proposed (	25 Budget. Vs CY26 Budget	
	Actuals	Annl. Actuals	Budget	CY2026 Budget	Amount Var.	%age Var.
Preventive Maintenance	15,277,615	20,024,983	20,074,324	22,864,475	2,790,151	13.90%
State Parish Transportation Fund	1,992,169	1,969,548	2,292,180	1,800,000	(492,180)	(21.47%)
CARES ACT/ARPA Funding	14,390,553	29,140,264	5,746,226	500,000	(5,246,226)	(91.30%)
Total Government Assistance	31,660,337	51,134,795	28,112,730	25,164,475	(2,948,255)	(10.49%)
Net Operating Revenue (Expense)	28,924,077	36,218,402	6,488,636	(12,185,845)	(18,674,480)	(287.80%)

	CY2024	CY2025	Approved	Approved Proposed		Approved CY25 Budget. Vs		
Non-Operating Revenue (Expense)	Actuals	Unaudited	CY2025	CY2026 Budget	Proposed CY26 Budget			
	Autualo	Annl. Actuals	Budget	012020 Baagot	Amount Var.	%age Var.		
Total Federal Sources (RTA)	25,004,941	6,795,591	32,281,920	37,975,469	5,693,549	17.64%		
Other Local Sources/Restricted Capital Res.	7,968,528	2,056,819	13,702,078	8,548,389	(5,153,690)	(37.61%)		
Capital Expenditures (RTA)	(32,973,469)	(8,728,973)	(45,983,998)	(46,523,857)	(539,859)	1.17%		
Total Federal and State Sources (Ferry)	3,065,464	12,881	13,518,414	14,276,671	758,257	5.61%		
Other Local Sources/Restricted Capital Res. (Ferr	766,366	3,489	3,806,854	5,417,509	1,610,655	42.31%		
Capital Expenditures (Ferry)	(3,831,830)	(184,339)	(17,325,268)	(19,694,180)	(2,368,911)	13.67%		
Other Interest Income	650,804	915,191	1,561,100	916,057	(645,043)	(41.32%)		
Interest Income - Capital (bonds)	129,227	324,119	13,764	318,306	304,542	2212.58%		
Total Non-Operating Revenue (Expense)	780,031	1,194,778	1,574,864	1,234,363	(340,501)	(21.62%)		

# REGIONAL TRANSIT AUTHORITY Proposed 2026 Budget Statement of Revenues and Expenses

Net Revenue (Expense) After Operating and Capital Expenses before Debt Services	29,704,108	37,413,179	8,063,500	(10,951,482)	(19,014,981)	(235.82%)
Debt Service	CY2024 Actuals	CY2025 Unaudited Annl. Actuals	Approved CY2025 Budget	Proposed CY2026 Budget	Proposed (	/25 Budget. Vs CY26 Budget %age Var.
Bond Interest Expense Bond Principal Debt Bond Insurance Bond Fees  Total Debt Service	(3,186,267) (4,835,000) 105,325 2,721 (7,913,221)	(5,218,639) 24,306 5,250	(1,424,841) 0 0	(5,200,000) (24,306) (3,500)	(3,775,159) (24,306) (3,500)	0.00% 0.00%
Net Revenue (Expense) After Operating and Capital Expenses and Debt Service	21,790,887	28,785,011	0	(13,845,288)	(13,845,288)	0%
Operating Reserve	(21,790,887)	(28,785,011)	0	13,845,288	13,845,288	0%

\$ 12,025,496	PASSENGER FARES
\$ 1,943,903	Streetcar fares based on projected ridership of 3,568,911 and average fare of \$0.84 based on YTD 2025 actual average fare.
\$ 3,258,494	Bus fares based on projected ridership of 12,079,797 and average fare of \$0.66 based on YTD actual average fare
\$ 6,468,451	All Pass Sales including 1-day Regional Ride Pass; Ticket Vending Machine; 31-day Jazzy Passes; 1-way ride: Integrated Pass - 1 Day; Integrated Pass - 5 Day; 1-day Jazzy Pass: 3-day Jazzy Pass; and 7-day Jazzy Pass.
\$ 354,648	Para fares based on projected ridership of 225,752 and average fare of \$1.46 based on YTD actual average fare.

\$ 68,000	CHARTER
\$ 68,000	Streetcar charters anticipated based on annualized actuals at \$1,000 per charter

\$		ADVERTISING
Ę	1 750 000	Based on 2025 actuals and prior year trends. Company will be working with Vector Media, a third-party advertising vendor who
٦	1,730,000	manages the sales and installations of all transit advertising.

\$ 94,992,129	SALES TAX
\$ 78,696,516	General Use Sales Tax - based on City of New Orleans' projections and historical trends.
\$ 9,600,000	Hotel/Motel Sales Tax - based on City of New Orleans' projections and historical trends.
\$ 6,695,613	State Motor Vehicle Sales Tax - based on City of New Orleans' projections and historical trends.

Ī	\$ 2,910,441	OTHER OPERATING REVENUE
	\$	Other Revenue - Includes capital investment income, operating investment income, revenues from filming, scrap metal, IDs and other (reimbursements for service disruptions, etc.).

\$ 91,929,965	LABOR AND FRINGE BENEFITS
\$	Labor for all RTA positions. ATU-525 contract positions (operators and contract support staff); IBEW- 174 contract positions (mechanics, et al and contract support staff); Administrative-163 positions, and ULU-8 positions. Budgeted increases include 2.5% for ATU effective 7/1; 2.5% for IBEW effective 7/1; and 0% for Administrative.
\$ 24,631,714	Fringe Benefits for all RTA positions - payroll taxes, retirement plans, health benefits, long term and short term disability, life Insurance, workers compensation, uniform and tool allowances, and other fringes.

\$ 20,117,309	SERVICES
\$ 1,200,000	Legal Fees for board representation.
\$ 1,900,000	Legal fees and expenses for outside law firms representing the RTA.
\$ 202,181	Auditing and Accounting - general insurance audit(s); RTA annual financial audit(s): and the AUP, and other Statewide audit(s).
\$ 2,995,000	Consultants - Board, CEO, Rail consultant, Rideline QAQC program, Advertising, media buys, and website consultants, Risk management, Safety and security - write OSHA compliance, SMS Safety certification, intersection safety/rail, Employee development, IT, Accounting, Finance area, ELT Coaching, On-call engineers for capital planning, Consultants for bus projects, On-call real estate advisors for capital projects, on call engineering for capital projects, consultants for service planning, Federal representation, DBE consultant to aid with the DBE program, Facilities maintenance - general engineering.
\$ 430 250	Training - Infrastructure division, agency-wide online training courses and security awareness training, Training consultants for ATU, IBEW and Ops administrative staff development, Fleet technology; Safety and Emergency Management; Chief Financial Officer division; Rail Maintenance, Marketing training; and DBE business development training.
\$ 195,000	Medical Exams - employee physicals for pre-employment physicals and drug screening and DOT-required testing for safety-sensitive employees.
\$ 20,000	Credit and Employment Verification for the screening process.
\$ 15,000	Lubricant Analysis of coolants, diesel fuel, engine oils, hydraulic fluid, etc.
\$ 3,143,020	Data Processing Services for the entire agency including services for the Board, Oracle, Clever, the ADP payroll system, the Paratransit Scheduling, Booking, & Eligibility software, VPN and many others.
\$ 1,526,250	Other Outside Services - Cost charged by New Orleans Public Belt for maintaining signals on the Riverfront Streetcar Line; printing for all departments; Marketing photoshoots, purchased media, events, etc.; Department of Environmental Quality Disposal/Testing; HR other outside services; cost of electronic withdrawals for payroll; Labor contract negotiations and arbitrations; DBE advertisement; miscellaneous outside services for the Board. Contigency for Emergency Management.
\$ 40,000	Environmental Services - disposable of contaminants and hazardous material and substances.
\$ 150,000	Temporary Help

\$ 20,117,309	SERVICES (continued)
\$ 1,986,500	Contract Maintenance Services: Transmissions, damages, safety inspections, engines, A/C units, Revenue collection, glass, Fare collection system maintenance, Maintenance - ENO, MOW - control of vegetation along streetcar lines, Maintenance - Algiers Point, outside services for general repairs of buildings, grounds, shelters, and fixtures, cost of outside services for general repairs (lock repairs to revenue facilities, overhead doors, hydraulic fabrication, bus lift repairs, etc), Cost of outside services for general repairs of buildings, grounds, and fixtures for Admin Facilities, Maintenance - automobiles: ENO, office machines and equipment
\$ 1,151,000	Other Contract Maintenance Services: Streetcar repairs, Bus simulator, General pest control, Bus towing and fire suppression service, Paratransit other contract maintenance, Cost of outside radio repairs, maintenance and repairs of mobile communication equipment, Inspection and maintenance of substations, Cost of cleaning and maintaining bus and streetcar shelters - CBD area, Facilities maintenance equipment cost, All facility pest control incl. ferry terminal, Garage/bus wash/tire shop/SIS/vault fueling, Admin buildings facility maintenance, Other maintenance, Maintenance Warehouse and ferry terminal, MOW Lavatory facilities for track crews. CAD/AVL Software/hardware maintenance.
\$ 667,768	Custodial Services for the entire agency.
\$ 1,200,000	Interagency Agreement with City of New Orleans
\$ 3,044,340	Security Services; Transit Police Unit: (1) unit commander and (3) patrol officers; police detail for added patrols of the system; private security services for all RTA facilities; card access system service agreement and repairs to surveillance equipment; vehicle security upgrades; armored car service for money counting room, Alarm systems, other security systems
\$ 226,000	Other Services - bank charges; public ads, notices and hearings; and the printing of RTA stationary, envelopes, and business cards.
\$ 25,000	Outgoing freight charges.

\$ 13,070,685	MATERIALS AND SUPPLIES
\$ 5,058,937	Bio-diesel Fuel: Fixed Route Bus - \$5,150,222
\$ 791,491	Gasoline: Paratransit - \$598,174; Service Vehicles - \$193,317
\$ 370,000	Other Lubricants - bus; rail; and paratransit and support vehicles.
\$ 546,345	Leased and Purchased Tires - bus, paratransit and support vehicles.
\$ 3,342,296	Revenue Vehicle Parts - bus; streetcar; paratransit; fleet technology; fare collection; and other.
\$ 174,950	Office Equipment and Supplies for the agency
\$ 336,132	Transfers
\$ 5,000	Schedules/Maps/Timetables
\$ 200,000	Data Processing Supplies
\$ 36,300	Training Materials & Supplies including TAPCO New Hire Operator Guides & Curriculum Materials, Rail Curriculum Guides, In - house instruction training video equipment; materials for quarterly safety meetings, campaigns etc.
\$ 30,600	Roadway Paving - highway mesh, rods, sand, gravel etc.
\$ 559,000	Buildings/Fixtures/Grounds - materials and supplies for general repairs at all facilities.

 Special Special Specia		
\$ 13,070,685	MATERIALS AND SUPPLIES (continued)	
\$ 53,550	Cost of equipment to inspect and maintain fixed route and service vehicles	
\$ 1,228,084	Other Materials and Supplies include materials and supplies used to repair and maintain revenue and support vehicles, catenary parts and connectors for the streetcar lines, giveaways and promotional items for marketing and public outreach, onboarding materials, cost of safety materials including PPE, and streetcar MOW improvements, materials for comfort stops/swag items for transportation, materials for communications events, cost of sand for streetcar and tracks, and various other miscellaneous materials and supplies.	
\$ 65,000	Soaps for use in maintenance of revenue vehicles.	
\$ 23,000	Freight charges for incoming shipments.	
\$	Equipment and Furniture - includes replacement radios, furniture as a result of office relocations, custodial materials/supplies for grounds, equipment & furniture for Physical Security and contractors, and other equipment used agency-wide.	

\$	2,016,065	UTILITIES
\$	480,578	Propulsion Power - St. Charles, UPT, and Canal.
Ļ	1,535,487	Other Than Propulsion Power - Electricity, Gas, Water & Sewer, office & cell phone service, and internet service for all facilities;
٦	1,555,467	and communication systems for the Mobile Command Center.

\$	14,279,500	CASUALTY AND LIABILITY
خ	9,479,500	Premiums - based on the most recent renewal rates as approved by the Board - Excess Liability, Excess Physical Damage,
٦	9,479,300	Directors/Officers Liability, Flood Insurance, Property Damage, 3-D Crime.
\$	4,800,000	Insurance reserves; claim payouts.

\$ 372,881	TAXES
\$ 18.0001	Vehicle Licensing and Registration Fees - Cost of vehicle brake tags, licenses and registration fees for buses, paratransit vehicles and service vehicles.
\$ 354,881	Fuel and Lubricant Taxes - Bio-diesel fuel and gasoline taxes (\$0.21/gal.).

\$	858,100	MISCELLANEOUS EXPENSES
خ	115,200	Dues and Subscriptions - membership in APTA, SWTA, WTS, LPTA, COMPTO, GFOA; membership for staff attorneys in legal
۶		organization; IT-related entities; and procurement related dues.
۲.	427,400	Travel and Meetings - auto reimbursement, local and out-of-town travel for the Board and RTA employees, per diems for the
۶	427,400	Board, refreshments and other amenities for Board meetings.
\$	15,000	Advertising/Promotion/Media for distribution material at ADA events and for RTA and the Board.
\$	75,000	Educational Expenses for staff.
\$	225,500	Other Miscellaneous - an Employee Recognition Program and various expenses for the CEO, the Board and RTA programs.

\$ 240,916	LEASES AND RENTALS
\$ 125,000	Revenue Vehicle Movement Control Facility for the antenna lease.
\$ 115,916	Other General Admin Facilities

\$ 1,347,058	TMSEL CARRYOVER COSTS
\$ 860 983 1	Health Costs - long term disability payments, hospital/medical costs, prescription benefits, administrative fees, dental plan, and life insurance for TMSEL inactives.
\$ 75,000	Workers' Compensation for active TMSEL employees.
\$ 411,075	Other Costs - outside legal fees, and fees for the TMSEL program administrator.

MARITIME						
\$	1,200,000	PASSENGER FARES (FERRY)				
\$	1,200,000	Passenger Fares increased from 2025 annualized actuals.				
\$	165,956	LABOR AND FRINGE BENEFITS (FERRY)				
\$	131,016	Labor for one Ferry administrative position				
\$	34,940	Fringe Benefits for one Ferry administrative position: Payroll taxes, Retirement plans, Health benefits, Long term and Short term Disability, Life Insurance, Workers compensation, other fringes.				
\$	1,200,000	SERVICES (FERRY)				
\$	300,000	Consultants for dredging of Lower Algiers Terminal				
\$	850,000	Contract Maintenance Services: Fare Collection System and Repairs to communication equipment, drydocking of up to 3 barges				
\$	50,000	Cost of other services not covered by O&M agreement				
\$	571,580	MATERIALS AND SUPPLIES (FERRY)				
\$	570,580	Fuel and Lubricants: Based on a projected cost of \$3.59/gal. and fuel consumption of 158,937 gallons.				
\$	1,000	Other Materials and Supplies: Ticketing and fare collection supplies; uniforms for Marine Operations staff.				
\$	7,933	TAXES (FERRY)				
\$	7,933	Fuel and Lubricant Taxes: Based on a projected cost of \$0.05/gal. and fuel consumption of 158,937 gallons.				
\$	10,525,778	PURCHASED TRANSPORTATION (FERRY)				
\$	10 575 778	Purchased Transportation: Labmar Contract - Crew Costs, Vessel Insurance, R&M Supplies, Management Fees, G&A Personnel Expense, Insurance, Workmans Comp, Auto Insurance, Misc Office Admin Expenses, Professional Services, Surge Services.				
\$	6,000	OTHER OPERATING EXPENSES (FERRY)				
\$	6,000	Other Miscellaneous: Travel and meeting expense				

	Project		
*Project Name	Number	Description	2026 Award
Downtown Transit Center	2015-FA-01	Programming, design and construction of the Downtown Transit Center	\$1,830,233
Security Systems Update	2016-IT-01	Upgrades to Mobile Security Camera system at all facilities	\$504,546
State of Good Repair	2019-FA-01		\$120,000
Carrollton Double Crossover Widening	2019-FG-01	Replace double crossover track on St Charles line at Claiborne	\$1,186,757
Algiers Ferry Buildings Renovation	2019-MA-01	Renovation of the Algiers Point Ferry Terminal and improvement to surrouding areas and access, and renovate Maintenance Facility	\$5,260,209
ENO Improvemens	2020-FA-01	Repairs and improvements to ENO Facilities	\$34,240
Hard Rock Collapse - Streetcar Repair	2020-FG-01	Repair and restore damage OCS system for Rampart and Canal Streetcars	
BRT East-West Bank Corridor	2021-FG-01	Bus Rapid Transit (BRT) linking New Orleans East and Aligers to downtown through 13.5 mile alignment over 50% in dedicated lanes and other transit priority along 15 stations spaced 1/2 - 1 mile apart	\$6,742,857
UPT Admin Office Renovation	2022-FA-01	Design and construction of administrative offices at the Union Passenger Terminal 2nd Floor	\$2,487,238
Transit Shelter Program for 2023	2022-FA-03	RTA Non-Advertising Transit Shelter Program	
Interim Downtown Transit Hub Phase 2	2022-FA-04	Interim Downtown Transit Hub Phase 2	
Service Trucks	2022-FL-02	2 service trucks	
Non-Revenue Vehicles	2022-FL-03	Replace non-revenue support vehicles	\$361,206
Zero-Emission Bus Pilot	2022-FL-05	Turnkey procurement of three (3) Battery Electric Buses and the required charging infrastructure.	\$1,908,542
Oracle Cloud Software Installation	2022-IT-01	Replace ERP system with modern cloud-based software	
Fare Technology Modernization	2022-IT-02	Introduce re-chargable tap cards and other modern fare collection techonogies to reduce boarding times, lower maintenance costs and increase fare recovery rate	\$1,000,000
Algiers Ferry Barges Replacement	2022-MA-01	Replacement of ferry barges at Lower Algiers and Algiers Point	\$9,016,461
Transit Shelter Program 2024-28	2023-FA-01	Transit Shelter Program 2024	\$0
St Charles Downtown Loop - Phase 4	2023-FG-01	Full track and trackbed replacement at Harmony Circle and connections	\$1,043,758
Climate Adaptive Shelter Design	2023-FA-04	Design of standard bus shetler types and optional streetcar design	\$374,359
Zero-Emission, Resilient Fleet	2023-FL-02	Deliver 20 battery-eletric buses, in-route charging infrastructure, and a 5MW solar-powered backup charging system. The project also include significant workforce development component to retrain and build a pipeline of jobs for maintaining these systems	\$12,285,391
Fixed-Route Fleet Diversification	2023-FL-03	8-cutaways	\$2,209,400
Handheld Radio Replacements	2023-IT-05		
Computer Equipment Replacement	2023-IT-06		
Radio Infrastructure Modernization	2023-IT-07	Replace Motorola radios with maintenance	
All Stops Accessible Program - St Charles	2024-FA-03	Upgrade 40 stops along St Charles Streetcar route to be ADA compliant	\$845,290

	Project		
*Project Name	Number	Description	2026 Award
Mobility Hubs, Phase 1	2024-FA-04	Construction of transfer hubs as recommended by transfer hub study (2023-PS-01), design of new bus shelter as part of the GNOF Next100 Project	\$1,205,760
Facilities Improvement 2024-2025	2024-FA-05	Repairs and improvements to Admin and Maintenance facilities at Canal, ENO and Carrollton	\$338,000
Facilities Improvement 2026-2028	2025-FA-04	Replace and repairs to facilities at Canal and ENO for 2026-2027	\$1,069,887
Paratransit 12x 24' Cutaway	2024-FL-01	12x 24' cutaway Paratransit vehicles	\$261,737
Streetcar Infotainment Monitor Replacement	2024-FL-02	Monitors on all streetcars at end of life (2017)	
Hydraulic Tamper	2024-FL-03		
Fleet Support Vehicles	2024-FL-05	2 Traction Power Truck and Push Tug	\$0
AC Unit Replacment Streetcars	2024-FL-06	Replace AC Units on 2000-series streetcars (Von Dullens)	
All Stops Accessible Program - Bus	2024-FA-07	Upgrade all fixed-route bus stops to be ADA compliant	
Streetcar Wheel Replacement	2024-FL-07	Replace wheels on 2000-series streetcars	
Fleet Technology Replacements	2024-IT-02	Replacement and SGT of fleet technology	\$0
Priority Software Modernization	2024-IT-03	Replace Paratransit, Timekeeping (TKD) and EAM (Ron Turley) software	\$828,000
TJ - USCG Drydock Exam & Overhaul	2024-MA-01		
Ferry Facility Maintenance	2024-MA-02	Generators, light towers and generators	\$0
Demolition of City Park Av Shetler	2025-FA-01	Demo of City Park Ave Shelter	
Rampart/Loyola Traction Power Cable	2025-FG-01		
Multi-Tech Card Readers	2025-FA-02		
Canal Streetcar Terminal Walkway Repair	2025-FA-03	Canal Streetcar Terminal Damaged Streetcar Walkway	
Substation Upgrades and Repairs	2025-FG-01		
Broad St. DOTD Design for Shelter Permit	2025-FA-04	Permit for 7 Bus Stops	
Disaster Recovery Grants Management and Admin. Services - 2025	2025-FA-05	Consultants for 2025 Hurricane Season on As Needed Basis	
Bus Fleet SGR 2025-2030	2025-FL-02	Repower on engines and transmissions for 2019 buses	\$838,268
Streetcar APC Upgrades	2025-FL-03	Replace and upgrade Automated Passenger Counters for all streetcars	
Streetcar Truck Rebuild Program	2025-FL-03	Replace trucks for all 2000- and 400-series streetcars (x28)	
Paratransit Replacement 2026-2027	2025-FL-04	Replacement of paratransit vehicles for 2027	
Uptown-Downtown Streetcar Connector (Howard Av)	CIP-2016-01	Extend streetcar track 0.2 miles from Loylola Av down Howard Av 2.5 blocks to connect to St Clarles line with complete street elements and redesign Julia St Station	\$0
Build out of next phase of transfer hubs and centers at 2-3 locations, expansion of operator comfort stations and expansion of shelter installations		\$0	

*Project Name	Project Number	Description	2026 Award
Project Name	Number	Description	2020 Awaru
BRT Extension, River District	CIP-2023-03	Extention of BRT route from Caliope 0.8 miles through River District with 1 add stop before crossing CCC Bridge	
Riverfront Streetcar Extension	CIP-2023-04	Extension of Riverfront Streetcar 0.7 miles into River District	\$0
Streetcar Corridor Modernization	CIP-2023-05	Safety, accessibility, and transit priority improvements to streetcar corridors to reduce crashes, improve speed and rider convenience	\$300,000
Select Bus Corridor Improvements	CIP-2023-06	Safety, stops, and transit priority improvements to high-frequency bus corridors to increase speed, reliability and comfort	\$200,000
Fixed-Route Fleet Replacement (2030)	CIP-2023-07	Expanded bus fleet for enhanced service from Downtown to MSY	
Asset Management Inventory	OP-2024-01	Develop complete condition assessments and as-builts for rail, fleet and facilities assets	
Streetcar System PM	PM-2024-01		
Security Enhancement Items	TBD		
Real-time Passenger Displays	TBD		
Marine Vessel Repair Contingency			
Contingency (2025)			
			\$52,252,140

	Project		
*Project Name	Number	Description	2026 Award

## New Orleans Regional Transit Authority



#### **Board Report and Staff Summary**

File #: 25-016	Finance Committee					
Cooperative Endeavor Agreement between the City of New Orleans and The New Orleans Regional Transit Authority for Supporting Unhoused Individuals						
DESCRIPTION: Authorization Endeavor Agreement betweer the New Orleans Regional Tra Unhoused Individuals	the City of New Orleans and	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 one-year Cooperative Endeavor Agreement between the City of New Orleans and the Regional Transit Authority for a collaborative partnership aimed at addressing homelessness within the RTA's transit system, promoting outreach, accessibility, and access to housing and support services for unhoused individuals.

#### ISSUE/BACKGROUND:

The RTA and the City of New Orleans are committed to enhancing the accessibility of the transit system while ensuring that unhoused individuals have access to supportive services. The Mayor's Office of Homeless Services and Strategies (OHSS) leads the City's outreach and housing response and will provide direct outreach and service connections under this Agreement.

The proposed Cooperative Endeavor Agreement (CEA) establishes a partnership in which RTA supports OHSS's outreach efforts by contributing transit resources in a structured, accountable manner. RTA does not provide direct outreach services but instead focuses on facilitating outreach through notification, data sharing, property access, and provision of in-kind resources. This includes coordination through designated liaisons, ensuring appropriate outreach conditions, and participating in data-driven planning to improve response and service outcomes.

This partnership is designed to ensure that unhoused individuals encountered within the transit system are connected to appropriate City-led services in a coordinated, compassionate, and lawful manner. RTA and OHSS will conduct quarterly joint reviews of outreach activity and service engagement, and all emergency transportation support will be provided only within RTA's operational capacity and in accordance with Federal Transit Administration (FTA) charter service exemptions.

This CEA reflects a compassionate and collaborative approach to supporting unhoused individuals in the transit environment while protecting the integrity of the system for all riders.

#### DISCUSSION:

The CEA terms have been reviewed and agreed upon by the RTA's Chief Legal Officer and the City

#### **Finance Committee**

Attorney's Office. The principal components of the agreement are as follows:

- RTA will provide OHSS with up to 3,000 single-ride transit passes annually, valued at \$1.25 each (an in-kind contribution of up to \$3,750 per year). Unused passes may roll over into the following year's allotment, and OHSS may request additional passes if the annual allocation is fully used.
- OHSS will use these passes exclusively to transport unhoused individuals to shelters, clinics, cooling/warming centers, or other essential services. Outreach staff will access the transit system using RTA-issued identification badges and will comply with RTA rules and Code of Conduct while conducting outreach activities.
- RTA will coordinate with OHSS through its designated Emergency Management liaison,
   Operations Control Center, and Transit Police to support outreach activities on transit property.
- OHSS will provide monthly summaries to RTA documenting outreach activities conducted on the transit system, including the number of incidents referred, number of responses conducted, and general service outcomes. These summaries will also include pass utilization data to ensure accountability for the in-kind contribution.
- Both parties will participate in quarterly joint reviews of outreach activity, compliance, and program performance to support continuous improvement and ensure resources are being used effectively.
- RTA and OHSS will share aggregated and anonymized data to support planning and reporting,
   while safeguarding personally identifiable information in accordance with applicable law.
- During declared City emergency activations, RTA may assist OHSS in relocating unhoused individuals to designated shelters, subject to operational capacity and in compliance with Federal Transit Administration (FTA) charter service exemptions.

Standard provisions related to termination, indemnification, and insurance apply.

#### FINANCIAL IMPACT:

The RTA's contribution under this CEA is limited to the provision of up to 3,000 single-ride transit passes annually, valued at \$1.25 each, for a total in-kind contribution of up to \$3,750 per year. There is no additional direct financial impact to the RTA.

#### **NEXT STEPS:**

Upon Board approval, staff will execute the CEA with the City of New Orleans. RTA will begin issuing passes to OHSS, coordinating through its Emergency Management liaison, and OHSS will begin providing monthly reports on outreach activity and pass usage. Both parties will also initiate quarterly program review meetings and implement data sharing as outlined in the agreement.

#### ATTACHMENTS:

- CEA with the City of New Orleans/OHSS
- Resolution 025-016

#### Finance Committee

Prepared By: Craig Toomey

File #: 25-016

Title: Senior Director, RTA Emergency Management

Reviewed By: Mike Smith

Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Tracy Tyler

Title: Chief Legal Officer

Romadulud Hudens 10/31/2025

Lona Edwards Hankins Date Chief Executive Officer



Regional Transit Authority 2817 Canal Street New Orleans, LA 70119-6301 504.827.8300 www.norta.com

RESOLUTION NO.	
FILE ID NO.	25-016
STATE OF LOUISIANA	
PARISH OF ORLEANS	

# AUTHORIZATION TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY FOR SUPPORTING UNHOUSED INDIVIDUALS

Introduced by Commissioner	, seconded
by Commissioner	

**WHEREAS**, the City of New Orleans and the Regional Transit Authority (RTA) share a common interest in enhancing the accessibility and overall experience of the RTA's transit system while addressing the challenges of homelessness within the transit environment; and

**WHEREAS**, the Mayor's Office of Homeless Services and Strategies (OHSS) is committed to reducing homelessness through coordinated outreach, support services, and housing solutions; and

**WHEREAS**, the City and RTA recognize the importance of a compassionate, collaborative approach to assist unhoused individuals while ensuring a welcoming transit environment for all users; and

**WHEREAS**, the City and the RTA have mutually agreed on the terms of a Cooperative Endeavor Agreement (CEA) to address the needs of unhoused individuals on RTA's transit system and provide transit assistance to support housing placement; and

**WHEREAS**, under the terms of the CEA, OHSS shall serve as the lead entity responsible for conducting outreach to unhoused individuals within the RTA transit system, and RTA shall support these activities by providing OHSS with up to 3,000 single-ride transit passes annually, valued at \$1.25 per pass (an in-kind contribution of up to \$3,750 per year), to facilitate engagement and transportation to shelters, clinics, and other essential services; and

**WHEREAS**, the CEA will allow both parties to implement strategies and programs aimed at promoting unhoused outreach, connecting unhoused individuals with essential services, and ensuring the dignity of all passengers using the transit system;

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Regional Transit Authority 2817 Canal Street New Orleans, LA 70119-6301 504.827.8300 www.norta.com

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**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board or his designee is hereby authorized to execute a Cooperative Endeavor Agreement with the City of New Orleans to collaborate on addressing the needs of unhoused individuals within the RTA transit system, enhancing service coordination, and promoting the overall rider experience.

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

	YEAS:		
	NAYS:		
	ABSTAIN:		
	ABSENT:		
AND THE RESOLU	TION WAS ADOF	PTED ON THE D	AY OF DECEMBER 2025.
	EDED	A. NEAL, JR.	
		A. NEAL, JR. IAIRMAN	
	_	COMMISSIONERS	

# COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF NEW ORLEANS

#### **AND**

### NEW ORLEANS REGIONAL TRANSIT AUTHORITY

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and New Orleans Regional Transit Authority, represented by Lona E. Hankins, Chief Executive Officer (the "RTA"). The City and the RTA 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 City (the "Effective Date").

#### **RECITALS**

WHEREAS the City is a political subdivision of the State of Louisiana;

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

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City 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**, Article 7, Section 14(B) of the Louisiana Constitution provides for the authorized use "of public funds for programs of social welfare for the aid and support of the needy;"

**WHEREAS**, the RTA is committed to providing accessible and reliable public transportation for all residents and visitors of the City of New Orleans;

**WHEREAS,** the RTA recognizes the complex challenges posed by the presence of unhoused individuals on its transit system and acknowledges the importance of addressing these challenges in a manner that is compassionate, respectful, and effective;

**WHEREAS,** the Mayor's Office of Homeless Services and Strategies ("**OHSS**") of the City of New Orleans is dedicated to reducing homelessness through coordinated efforts that include outreach, support services, and housing solutions;

**WHEREAS,** the RTA and the City share a common interest in enhancing the well-being of both unhoused individuals and the general public who utilize the transit system, and in promoting a transit environment that is conducive to the dignity of all passengers; and

WHEREAS, both parties believe that a collaborative partnership is essential to addressing the intersection of homelessness and public transit effectively, ensuring that appropriate resources and strategies are employed to mitigate the occurrence of incidents involving unhoused on the transit system.

**NOW THEREFORE,** RTA and the City agree as follows:

### ARTICLE I – PURPOSE

- 1.1 The purpose of this CEA is to establish a collaborative partnership between the City (through OHSS) and RTA to ensure that unhoused individuals at RTA vehicles, facilities, stops, or other transit property are connected to appropriate City-led outreach and services. This partnership recognizes that RTA does not maintain in-house outreach capacity and instead supports OHSS's role as the City's lead agency for unhoused services. RTA's contribution will include coordination through a designated liaison, facilitation of access to RTA property and services, and the provision of a limited pool of transit passes as an in-kind resource for OHSS outreach staff to use in engaging unhoused individuals and supporting their connection to services.
- 1.2 Through this CEA, the parties will collaborate to enhance communication and coordination between RTA, OHSS, and partner stakeholders to effectively address unhoused issues that arise in the transit environment. The City, through OHSS, will provide outreach, support services, and housing referrals. RTA will notify OHSS of unhoused activity on the system, provide data and trend reporting, and ensure appropriate conditions for outreach. Both parties are committed to ensuring that all initiatives under this Agreement comply with applicable local, state, and federal laws and regulations and are carried out with compassion, dignity, and a commitment to compliance for all riders.

### ARTICLE II – COLLABORATIVE ACTIVITIES

- 2.1 Through this CEA, the parties agree to collaborate in addressing unhoused activity within the RTA transit system by aligning RTA's notification and support functions with the City's outreach and service delivery functions.
- 2.2 The City, through OHSS and its contracted providers, will conduct outreach to unhoused individuals on or near the RTA's transit system. RTA will support these efforts by notifying OHSS of incidents involving unhoused individuals reported through RTA staff, by providing a pool of transit passes as an in-kind contribution for OHSS outreach staff to use in service engagement and referrals, by facilitating appropriate conditions for outreach through coordination with RTA, and by sharing data and trend reporting to enhance OHSS's ability to plan and respond.
- 2.3 During any New Orleans Office of Homeland Security and Emergency Preparedness ("NOHSEP") emergency activation, RTA will, to the extent resources allow, assist OHSS in transporting unhoused individuals to designated emergency cooling or warming centers or shelters. Such transportation support will be provided only when authorized under Federal Transit Administration (FTA) charter service exemptions and within the limits of RTA's operational capacity. OHSS will remain responsible for outreach, case management, and service placement during such activations.

### <u>ARTICLE III – RTA INDEPENDENT ACTIVITIES</u>

- **3.1** Through this CEA, the RTA agrees to the following independent activities:
- 3.2 RTA Emergency Management will serve as the administrator of this Agreement and as the liaison between OHSS and other RTA personnel.
- 3.3 RTA will provide OHSS with up to 3,000 single-ride transit passes per year, valued at \$1.25 each (an in-kind contribution not exceeding \$3,750 annually), to support outreach activities on the transit system. These passes are for use by OHSS outreach staff while conducting unhoused engagement and for transporting unhoused individuals to shelters, clinics, or other essential services. Passes are not for unrestricted public distribution and must be used solely for outreach and service referral purposes. Any passes not used within the year may roll over and be added to the following year's distribution of 3,000 passes. If OHSS demonstrates that all passes have been used and additional outreach needs remain, OHSS may submit a written request for additional passes, which RTA may approve subject to available resources, with no obligation for the RTA to exceed the annual in-kind contribution.
- 3.4 During declared City emergency activations led by the New Orleans Office of Homeland Security and Emergency Preparedness ("NOHSEP"), RTA may, subject to operational capacity and in accordance with Federal Transit Administration (FTA) charter service exemptions, provide transportation assistance to OHSS for the relocation of unhoused individuals to designated emergency cooling or warming centers and shelters. Such transportation will be coordinated through RTA and will be contingent upon the availability of RTA resources.
- 3.5 RTA will issue identification badges to OHSS personnel for the purpose of conducting outreach on RTA transit property. These badges will allow outreach staff to identify themselves to RTA personnel when engaging in outreach-related activities.

### **ARTICLE IV – CITY INDEPENDENT ACTIVITIES**

- **4.1** Through this CEA, the City agrees to the following independent activities:
- **4.2** The City, through OHSS, will administer this Agreement and serve as RTA's partner for unhoused outreach and engagement.
- 4.3 In exchange for the in-kind transit passes provided by RTA under Article III, OHSS will support RTA by responding to and assisting with incidents involving unhoused individuals on the transit system. OHSS will ensure that outreach and service engagement are conducted with appropriate care and sensitivity, minimizing disruptions to transit operations while addressing the needs of the individual involved.
- 4.4 OHSS will provide RTA with monthly summaries of outreach activities conducted on or near the transit system, including the number of incidents referred by RTA, the number of responses conducted by OHSS, and general outcomes. These reports will be used to evaluate the effectiveness of the partnership and ensure accountability for the in-kind contribution provided by RTA.

### ARTICLE V -ACCESS, CONTROLS, AND ACCOUNTABILITY

5.1 OHSS shall maintain an up-to-date roster of personnel holding RTA-issued badges and provide such roster to RTA upon request. OHSS shall immediately notify RTA in writing if any badge is lost, stolen, or otherwise unaccounted for. RTA reserves the right to deactivate or revoke badges

- at any time for non-compliance with RTA rules, misconduct, or failure to meet the requirements of this Agreement.
- 5.2 All OHSS patrols must be documented, including date, time, locations visited, and names of participating personnel. OHSS shall designate a supervisor responsible for ensuring patrol staff adhere to RTA rules and Code of Conduct.
- 5.3 For OHSS unhoused transportation requests outside of the issuance of passes, the RTA will not hold or dispatch vehicles in advance solely for unhoused transportation requests. If OHSS schedules transportation in advance, OHSS must verify that the individual is present and ready to board before RTA deploys resources. Transportation will only be dispatched once confirmation is provided to RTA to prevent no-shows and ensure resources are used efficiently.
- **5.4** RTA and OHSS will jointly review patrol activity and compliance on a quarterly basis. Corrective actions may be required by RTA where deficiencies are identified.
- 5.5 OHSS shall ensure that any RTA-issued passes obtained under this Agreement are distributed solely for the purpose of connecting unhoused individuals with essential services and support networks. Such passes shall not be used by OHSS personnel or third parties for any other purpose.

#### ARTICLE VI – DATA SHARING AND PROTECTION

- 6.1 To facilitate the effective execution of this CEA, the RTA and the City agree to share relevant operational data pertaining to incidents involving unhoused individuals on the transit system. This data sharing will support coordinated efforts to provide services, manage incidents, and improve outreach initiatives.
- 6.2 The data to be shared quarterly may include, but is not limited to:

**Transit Usage Data:** Aggregate information about the use of RTA's transit services by unhoused individuals, as available through OHSS reporting.

**Incident Reports:** Records maintained by RTA of incidents involving unhoused individuals, including notifications and outcomes.

**Outreach Data:** Summaries provided by OHSS on outreach activities at RTA facilities, including the number of individuals engaged and general service connections.

**HMIS Data:** Aggregate or anonymized HMIS data provided by OHSS, to the extent permissible, for planning and reporting purposes.

6.3 Neither party will share personally identifiable client information (PII) except as required by law. Where possible, data will be anonymized or aggregated to protect the privacy of unhoused individuals. All shared data will be transmitted via official email accounts and password-protected files. Any breach of data exchanged under this Agreement will be reported immediately to the City of New Orleans Office of Information Technology and Innovation and the RTA's Information Technology Department.

### ARTICLE VII - PUBLIC LIABILITY/INDEMNIFICATION

- 7.1 The City shall indemnify and save harmless the RTA, its respective officers, agents, employees, contractors, assigns and insurers against any and all claims, losses, liabilities, demands, suits, penalties, causes of action, damages, and judgments of any sums of money to any party accruing against the RTA, its respective officers, agents, employees, contractors, assigns and insurers, growing out of, resulting from, or by reason of any act or omission of the City, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this CEA, and from damages suffered by any other third party, as a result of the benefits derived from this partnership.
- 7.2 RTA shall indemnify and save harmless the City, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the City, its officers, agents, employees, and assigns, growing out of, resulting from, or by reason of any act or omission of the RTA, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this CEA.
- 7.3 Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by the RTA or the City herein or to authorize any third person to have any action against the RTA or the City arising out of this CEA.

### **ARTICLE VIII – TERMINATION**

- **8.1 Term**. This CEA shall begin on the date all parties have signed and shall remain in effect for a term of one year.
- **8.2 Termination for Cause**. The RTA or City may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement.
- **8.3 Termination for Convenience.** This Agreement may be terminated at any time for convenience by either party on not less than thirty (30) days written notice.
- **8.4 Termination for Impossible Performance.** This Agreement may be terminated at any time without notice should any governmental agency prohibit that any party fulfills their respective obligations under this CEA.

#### ARTICLE IX – LEGAL COMPLIANCE/CONTROLLING LAW

The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana.

#### ARTICLE X – ASSIGNMENT

Neither the RTA nor the City shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

### ARTICLE XI – AMENDMENTS

Any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing and executed by both parties.

#### ARTICLE XII – RELATIONSHIP BETWEEN THE PARTIES

The RTA and the City are engaged solely for the purposes set forth in this CEA. The relationship between the RTA and the City is such that the City shall not be construed to be an employee, agent, partner of, or in joint venture with the RTA, and the RTA shall not be construed to be an employee, agent, partner of, or in joint venture with the City.

### ARTICLE XIII – SEVERABILITY

If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

### **ARTICLE XIV - ADMINISTRATION AND NOTICE OF THIS CEA**

**14.1 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:

The City shall provide administration and notice of the CEA through:

Nathaniel Fields, Director Office of Homeless Services and Strategies, City of New Orleans

The RTA shall provide administration and notice of the CEA through:

Craig Toomey, Senior Director RTA Emergency Management

- **14.2 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.
- **14.3 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.

**IN WITNESS WHEREOF,** the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

CITY OF NEW ORLEANS

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

By:\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_ LAYOTA CANTRELL LONA E. HANKINS

Mayor, City of New Orleans Chief Executive Officer

FORM AND LEGALITY APPROVED: CITY LAW DEPARMENT

Cooperative Endeavor Agreement

RTA and OHSS Page 7 of 6

By:\_\_\_\_\_ Printed Name

### New Orleans Regional Transit Authority



### **Board Report and Staff Summary**

File #: 25-156	Finance Committee	
Contract Extension #1 for General Co	unsel Services with Wrigh	t Gray Harris, LLC
DESCRIPTION: Authorization to Exte General Counsel Services with Wright		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval □	Review Comment   Info	ormation Only □ Other

### RECOMMENDATION:

To execute a one-year extension with Wright Gray Harris, LLC for General Counsel Services.

### **ISSUE/BACKGROUND:**

On January 9, 2025, the Board of Commissioners of the Regional Transit Authority authorized a sixmonth emergency contract with Wright Gray Harris, LLC to provide interim General Counsel services. The Board of Commissioners of the Regional Transit Authority requires continued legal representation.

### **DISCUSSION:**

To ensure continuity of operation and continued General Counsel services, the Board of Commissioners of the Regional Transit Authority desires to extend the term of the contract with Wright Gray Harris, LLC for one year.

### **FINANCIAL IMPACT:**

Additional funding in the amount of \$500,000 is available from the RTA Operational Budget. Budget Code: 01-1100-02-7050-168-00-00.

### **NEXT STEPS:**

Proceed with execution of the amendment with Wright Gray Harris, LLC as set forth above.

### ATTACHMENTS:

- 1. Resolution
- 2. Original Contract

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

Reviewed By: Gizelle Banks

Title: Chief Financial Officer

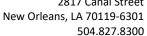
File #: 25-156 Finance Committee

Lona Edwards Hankins

**Chief Executive Officer** 

12/3/2025

Date



www.norta.com

RESOLUTION NO.		
FILE ID NO		
STATE OF LOUISIANA		
PARISH OF ORLEANS		_
AUTHORIZATIO	N TO EXTEND CONTRACT WITH WRIGHT GRAY HARRIS, LLC	
	TO PROVIDE GENERAL COUNSEL SERVICES	

Introduced by Commissioner	, seconded by Commissioner

WHEREAS, on January 9, 2025, the Board of Commissioners of the Regional Transit Authority authorized a six-month emergency contract with Wright Gray Harris, LLC to provide General Counsel services; and

WHEREAS, the Board of Commissioners of the Regional Transit Authority requires continued legal representation; and

WHEREAS, to ensure continuity of operation and continued General Counsel services, the Board of Commissioners of the Regional Transit Authority desires to extend the term of the contract with Wright Gray Harris, LLC for one year and to increase the not to exceed amount to \$500,000; and

Click or tap here to enter text.



New Orleans, LA 70119-6301	
504.827.8300	
www.norta.com	

	RTA	
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Page 2

NOW, THEREFORE, BE IS RESOLVED, by the Board of Commissioners of the Regional Transit Authority (RTA) that an agreement to extend the term by one year and increase the compensation of the contract to \$500,000 with Wright Gray Harris, LLC for General Counsel services is hereby approved.

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 DECEMBER, 2025.

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

### PROFESSIONAL SERVICES AGREEMENT

#### BY AND BETWEEN

### THE REGIONAL TRANSIT AUTHORITY

#### AND

### WRIGHT GRAY HARRIS, LLC

This Professional Services Agreement ("Agreement") is entered into by and between the Regional Transit Authority (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairman, Fred Neal, Jr. and Wright Gray Harris, LLC (hereinafter referred to as "Consultant"), a Limited Liability Company, herein represented by its Partner, Eric A. Wright. The RTA and the Consultant are sometimes each referred to as a "Party" and collectively, as the "Parties." The Agreement is effective as of January 10, 2025 (the "Effective Date").

### **RECITALS**

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining, and administering a transit system in the areas within its jurisdiction; and

WHEREAS, by Resolution dated January 9, 2025, the Board of Commissioners approved Wright Gray Harris, LLC to provide interim General Counsel services.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the Parties hereto agree as follows:

### I. SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the Parties and constitutes the entire Agreement between the Parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be by mutual consent expressed in writing.

### II. SCOPE OF SERVICES

### A. Services. The Consultant will:

- 1. Perform the following legal services, as requested by the RTA Board of Commissioners and/or the Chief Executive Officer in a professional and timely manner:
  - Act as an advisor and counselor to the RTA Board, assist the Board in
     Page 1 of 16

Professional Services Agreement between The New Orleans Regional Transit Authority and Wright Gray Harris, LLC conducting legal analyses of specific matters, and render legal opinions to all Board Members regarding state and federal laws and regulations that affect the Board.

- Assist with drafting legal documents, resolutions, contracts and other legal and/or quasi-legal documents.
- Review legal documents, documents in response to public record requests, rules and regulations, resolutions, contracts and all other legal and /or quasilegal documents to be adopted or executed by the Board.
- Advise the RTA Board on procurement laws and all other public bid matters as it relates to bid awards and contracts.
- Review Board policies for compliance with state and federal laws and for efficiency, recommending revisions as necessary.
- Attend Board meetings and provide advice to ensure compliance with open meeting laws and conflict of interest statutes, including review of agenda items, meeting notices, and agendas.
- Advises on evolving best practices as required by federal, state, and local regulators.
- Represent the Board on state and federal litigation and on other legal matters that may arise, as assigned.
- Conduct and manage litigation as necessary.
- Assist and coordinate legal matters with the Chief Legal Officer.
- Provide other legal services as needed.
- 2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Consultant as set forth in this Agreement;
- 3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the RTA, all at no additional compensation;
- 4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
- 5. Cooperate with the RTA and any person performing work for the RTA.

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- B. <u>Compliance with Laws</u>. The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws, and regulations.
- C. <u>Invoices</u>. The Consultant must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the RTA no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the RTA is not liable. At a minimum, each invoice must include the following information:
  - 1. Name of Consultant;
  - 2. Date of Invoice;
  - 3. Invoice Number;
  - 4. The identity, hourly rate and total hours of services rendered for each lawyer or paralegal whose work is reflected in the bill;
  - 5. A chronological description, by date and task, of the services performed by each lawyer; and
  - 6. A separate itemization of reimbursable costs and expenses, including the date and nature of the expense and the recipient of the payment.

All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.

The RTA may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

### D. Records.

The Consultant will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of 3 years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Agreement. If this Agreement is terminated for any reason, the Consultant will deliver to the RTA all records of work compiled through the date of termination.

The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the RTA.

### III. REPRESENTATIONS AND WARRANTIES

- A. The Consultant represents and warrants to the RTA that:
- 1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

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- 2. The Consultant has and will maintain the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;
- 3. The Consultant is fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;
- 4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement, or that could prevent, limit, or impair the Consultant's performance of this Agreement;
- 5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the RTA and incorporated into this Agreement;
- 6. The Consultant is not in breach of any federal, state, or local statute, regulation, or code applicable to the Consultant or its operations;
- 7. Any rate of compensation charged for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;
- 8. The Consultant has read and fully understands this Agreement, and is executing this Agreement willingly and voluntarily; and
- 9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of execution of this Agreement by the Consultant, and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.
- B. <u>Conflict Of Interest</u>. The Consultant expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the RTA. Therefore, Consultant further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. Consultant represents that it has performed a conflicts check and affirms that no actual, perceived, or potential conflicts exist. Consultant acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Chairman of the Board of Commissioners, with a copy to the Chief Legal Officer, in writing, in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the RTA is under no obligation to approve conflict waiver requests.
- C. The Consultant acknowledges that the RTA is relying on these representations, warranties, expertise, skill, and knowledge, and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the RTA.

### IV. RTA's Obligations

#### A. The RTA will:

- 1. Provide the Consultant with documents necessary for the Consultant's performance of any work required under this Agreement;
- 2. Provide reasonable access to personnel to discuss the required services during normal working hours, as requested by the Consultant
  - B. <u>Payment</u>. The RTA will make payments to the Consultant at the rate of compensation established in this Agreement based upon the Consultant's certified invoices, except:
- 1. The RTA's obligation to pay is contingent upon the Consultant's: (a) submission of complete and accurate invoices; and (b) satisfactory performance of the services and conditions required by this Agreement;
- 2. The RTA, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
- 3. The RTA may set-off any amounts due to the Consultant with any amount deemed by the RTA to be owed to the RTA by the Consultant pursuant this Agreement; and
- 4. All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the RTA.
- 5. The RTA is not obligated, under any circumstances, to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any unauthorized change order within the scope of the Agreement; are for services performed on days on which services were suspended due to circumstances beyond the control of the RTA, and no work has taken place; arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or the RTA is not expressly obligated to pay under this Agreement.
- 6. Unless otherwise agreed by the RTA, payment terms are NET 30 days upon providing that services described under this Agreement have been rendered and/or accepted and upon receipt by the RTA of a properly submitted invoice.
- 7. If this Agreement is terminated for any reason, the RTA will pay the Consultant only for the work requested by the RTA and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

V.

#### COMPENSATION

The RTA shall pay the Consultant for legal services rendered pursuant to this Agreement at the following hourly rate consistent with the Louisiana Attorney General Fee Schedule:

- \$350 Per hour for attorneys having experience of ten years or more in the practice of law
- \$275 Per hour for attorneys having experience of five to ten years in the practice of law
- \$225 Per hour for attorneys having experience of three to five years in the practice of law
- \$175 Per hour for attorneys having experience of less than three years in the practice of law
- \$80 Per hour for paralegal services

The RTA shall also reimburse the Consultant for all direct expenses incurred pursuant to this Agreement. Direct costs may be billed at actual cost and include but are not necessarily limited to, the following: photocopying, postage, telex, local or out—of—town travel, depositions, service fees, filing fees, recording fees, witness fees, expert fees, court runs and local deliveries.

This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the RTA in accordance with the terms and conditions of this Agreement.

The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including, without limitation, all expenses relating to overhead, administration, subcontractors, employees, scheduling, invoicing, insurance, records retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The RTA will not consider or be obligated to pay or reimburse the Consultant any other charges or fees, and the Consultant will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in the Agreement.

The Consultant will immediately provide written notification to the RTA of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

The amount payable by the RTA under this Agreement is \$150,000. This Agreement may be amended to increase funding in accordance with the RTA's polices. No federal funds, whether direct or indirect, are to be used for the payment of the services rendered pursuant to this Agreement.

### VI. DURATION AND TERMINATION

- A. The term of this Agreement shall be for 6 months beginning on the Effective Date.
- B. This Agreement may be extended at the option of the RTA provided that the extension of the Agreement facilitates the continuity of services provided herein.

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- C. Termination for Convenience. The RTA may terminate this Agreement at any time by giving the Consultant at least 30 calendar days written notice of the termination.
- D. Termination for Cause. The RTA may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Agreement, or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

## VII. PERFORMANCE MEASURES

- A. <u>Factors</u>. The RTA will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- B. Failure to Perform. If the Consultant fails to perform according to the Agreement, the RTA will notify the Consultant. If there is a continued lack of performance after notification, the RTA may declare the Consultant in default and pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the RTA will invoice the defaulting Consultant for any increase in costs and other damages sustained by the RTA. Further, the RTA will seek full recovery from the defaulting Consultant.

## VIII. STATUS OF CONSULTANT AND ITS EMPLOYEES

The Consultant agrees and expressly acknowledges that it is an independent contractor as defined in LSA-R.S. 23:1021 (6) and as such it is expressly agreed by and between the parties hereto that the RTA shall not be liable to the Consultant for any benefits or coverages as provided by the Worker's Compensation Law of the State of Louisiana, and further, in accordance with the provisions of LSA-R.S. 23:1034, no person employed by the Consultant shall be considered an employee of the RTA for the purposes of Worker's Compensation coverage.

It is further understood and mutually agreed by the parties to this Agreement that neither the Consultant nor anyone employed by the Consultant pursuant to this Agreement shall be considered and employee of the RTA for the purposes of unemployment compensation coverage (see LSA-R.S. 23:1471 et seq.) the said coverage being hereby expressly waived and excluded by the parties to this Agreement.

The Consultant, as an independent contractor, will not receive from the RTA any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick

Page 7 of 16

leave, pension, or Social Security for any services rendered to the RTA under this Agreement.

## IX. AUDIT AND INSPECTION OF RECORDS

The Consultant shall permit the authorized representatives of the RTA to inspect and audit all data and records of the Consultant relating to its performance and/or that of its subconsultant's (if any) with respect to this Agreement.

The rights of audit and inspection set forth above shall commence as of the date of this Agreement and shall continue until three years have elapsed from the date that this Agreement is terminated.

The Consultant shall require any subconsultant that it might engage with respect to the to the services to be performed under this Agreement to agree to the same rights of audit and inspection by the RTA as set forth above.

### X. NON-DISCRIMINATION

- A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- B. Non-Discrimination. In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the RTA working with the Consultant in any of Consultant's operations or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
  - C. Incorporation into Subcontracts. The Consultant will incorporate the terms and

conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

D. <u>Termination for Breach</u>. The RTA may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

### XI. PROHIBITED INTERESTS

No member, officer, or commissioner of the RTA during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### XII. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Consultant, its agents, subconsultants, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of work under this Agreement.
- B. <u>Limitation</u>. The Consultant's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subconsultants, or employees contributed to such gross negligence or willful misconduct.
- C. <u>Independent Duty</u>. The Consultant has an immediate and independent obligation to, at the RTA's option: (a) defend the RTA from or (b) reimburse the RTA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.
- **D.** Expenses. Notwithstanding any provision to the contrary, the Consultant shall bear the expenses including, but not limited to, the RTA's reasonable attorney fees and expenses incurred by the RTA in enforcing this indemnity.

### XIII. INSURANCE

To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Consultant shall provide, before the work is commenced hereunder, and shall at all

Page 9 of 16

time during the life of the contract carry at the expense of the Consultant, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subconsultant employed by the Consultant shall be governed by the same insurance requirements as stated herein. The Consultant shall deliver to RTA a Certificate of Insurance.

During the term of this Agreement the Consultant shall obtain and maintain the following types and amounts of insurance. The Consultant shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

### XIV. OWNERSHIP OF WORK PRODUCT

Any work product produced by the Consultant under this Agreement, whether in the form of documents, memoranda, or otherwise, shall be deemed the property of the RTA. The Consultant shall have the right, however, to retain a copy of any work product arising under this Agreement. The Consultant shall not use any such documents, reports, or data for any purpose other than to perform services under the Agreement.

### XV. INTEREST OF CONSULTANT

Consultant covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the delivery of the goods called for under this Agreement. RTA and Consultant further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

### XVI. APPLICABLE LAW

This Agreement shall be deemed made and 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. Any dispute with regard to this agreement if not resolved amongst the parties shall be resolved in Civil District Court for the Parish of Orleans.

### XVII. MEDIA COVERAGE

The Consultant shall be prohibited from participating in or directing any third-party media coverage, in any form, of this Agreement without first submitting a written request to the Chairman Board of Commissioners.

Page 10 of 16

### XVIII. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the RTA.

### XIX. NON-EXCLUSIVITY

This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the RTA's approval of any potential conflicts with the performance of this Agreement and the RTA may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

### XX. 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.

### XXI. 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.

## XXII. SURVIVAL OF CERTAIN PROVISIONS

All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

### XXIII. TERMS BINDING

The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

Page 11 of 16

### XXIV. RTA'S RIGHT TO APPROVE PERSONNEL

The RTA reserves the right to approve or reasonably disapprove all attorneys, paralegals, and other personnel performing work under this Agreement.

### XXV. NOTICES

Any notice required or permitted under this Agreement shall be either hand-delivered to the party to whom said notice is being directed or sent to that party by certified mail, return receipt requested, and addressed to that party as follows:

RTA: Regional Transit Authority

2817 Canal Street

New Orleans, LA 70119I

Attn: Fred Neal, Jr. Chairman Board of Commissioners

&

Regional Transit Authority

2817 Canal Street

New Orleans, LA 70119I Attn: Chief Legal Officer

Consultant: Eric A. Wright

Wright, Gray, Harris, LLC

201 St. Charles Avenue, Suite 2710

New Orleans, LA 70170

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.

Each Party is responsible for notifying the other in writing, that references this Agreement, of any changes in its address(es) set forth above.

### XXVI. FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances beyond the immediate control of the party prevented from performing, including but not limited to delays of manufactures or suppliers; shipping or transportation delays; strikes; acts of God; economic unfeasibility; fuel, power, labor, or material shortages.

Page 12 of 16

### XXVII. CONFLICT OF INTEREST

The Consultant expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the client, the RTA. Therefore, Consultant further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. Consultant represents that it has performed a conflicts check and affirms that no actual, perceived, or potential conflicts exists. Consultant acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Chief Legal Officer, in writing, in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the Chief Legal Officer is under no obligation to approve conflict waiver requests.

### XXVIII. PERFORMANCE MEASURES

- A. The RTA will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- **B.** If the Consultant fails to perform according to the Agreement, the RTA will notify the Consultant. If there is a continued lack of performance after notification, the RTA may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the RTA will invoice the defaulting Consultant for any increase in costs and other damages sustained by the RTA. Further, the RTA will seek full recovery from the defaulting consultant.

### XXIX. 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.

### XXX. NON-EXCLUSIVITY

This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the RTA's approval of any potential conflicts with the performance of this Agreement, and the RTA may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

XXXI. NON-WAIVER

Page 13 of 16

Professional Services Agreement between The New Orleans Regional Transit Authority and Wright Gray Harris, LLC 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.

### XXXII. CONSTRUCTION OF AGREEMENT

Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all 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 all Parties. No term of this Agreement shall be construed or resolved in favor of or against the RTA or the Consultant 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.

#### XXXIII.

No amendment of or modification of this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Partis to this Agreement.

### XXXIIIV. 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.

### XXXV. ELECTRONIC SIGNATURE

The Parties agree that this Agreement and any other document(s) to be delivered in connection herewith and therewith may be electronically signed, that any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that delivery of any such electronic signature to, or a signed copy of, this Agreement and such other documents may be made by facsimile, email or other electronic transmission.

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[SIGNATURES CONTAINED ON NEXT PAGE]

Page 14 of 16

IN WITNESS WHEREOF, the RTA and Consultant, through their duly authorized representatives, executed this Agreement.

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

FRED NEAL, JR.

CHAIRMAN, BOARD OF COMMISSIONERS

WRIGHT GRAY AND HARRIS, LLC

ERIC A. WRIGHT

**PARTNER** 

### New Orleans Regional Transit Authority



### **Board Report and Staff Summary**

File #: 25-159	Finance Committee					
Renewal of Excess Workers' Compensation Insurance for RTA Employees [2025-2027]						
DESCRIPTION: Renewal of Excess Winsurance Coverage for RTA Employe	•	AGENDA NO: Click or tap here to enter text.				
ACTION REQUEST: ⊠ Approval □ Review Comment □ Information Only □ Other						

### RECOMMENDATION:

Authorize the Chief Executive Officer to proceed with renewal of Excess Workers' Compensation insurance coverage for all RTA employees for the policy period of 12/20/2025-12/20/2027 at a total cost of \$635,234.00.

### ISSUE/BACKGROUND:

Under Louisiana law, every employer is required to carry workers' compensation insurance or must be approved for self-insurance. All employees, full- or part-time, must be covered. Until 2020, RTA employees, all classified as administrative, were covered under a first-dollar workers' compensation program through LWCC, the Louisiana Workers' Compensation Corporation, with a corresponding minimal cost in premium. However, with the transition of Transdev employees to the RTA in late 2020, the bulk of whom were operational, the cost of such a program with LWCC became prohibitive. As such, in December 2020, RTA moved to a self- insurance program managed by a third-party administrator, with excess workers' compensation insurance in place for only the most severe or catastrophic claims.

With Board approval, this coverage was initially placed with Safety National Casualty Company for policy period 2020-2021, and again, for policy period 2021-2022. For policy periods 2022-2023, and 2023-2025, respectively, the Board approved Midwest Employers Casualty Company for optimal coverage.

Request for approval is sought today for renewal of this excess workers' compensation insurance coverage with incumbent Midwest Employers Casualty Company, to cover another two-year term extending from 2025-2027. This is a highly competitive two-year quote, which the RTA insurance broker of record, Relation Insurance Services, Inc., has strongly recommended.

### DISCUSSION:

In seeking renewal coverage, Relation Insurance Services, Inc., only received two quotes from Midwest. Although the RTA insurance broker of record approached all potential Excess Workers' Compensation carriers writing in Louisiana, the three other carriers in the market declined to quote based upon either their current evaluation of the risk or a change in their operations.

Specifically, Midwest Employers Casualty Company, the incumbent, is quoting for both a one-year

### File #: 25-159

### **Finance Committee**

and two-year term, with a Self-Insured Retention ["SIR"] of \$1,000,000 and limit of \$1,000,000 commensurate with RTA's risk and exposure. Midwest Employers is quoting an annual premium of \$317,617.00, with the option of a two-year quote of \$635,234.00 [\$317,617.00 for 2025-2026; \$317,617.00 for 2026-2027] with no increase in the premium cost for year two [2026-2027] of coverage. Given the current insurance market, it is highly advisable that RTA secure this quote and elect this two-year option.

The significant increase of 39% in premiums from the prior two-year term is primarily due to a 25% increase in RTA payroll from CY 2023 to CY 2025. Other reasons for the increase include a limited workers' compensation market, increases in accident severity throughout the industry yielding higher indemnity and medical costs, and medical inflation.

Therefore, staff and broker hereby recommend selection of Midwest Employers Casualty Company for renewal of RTA excess workers' compensation coverage for a two-year term [2025-2027] for optimal cost savings.

### **FINANCIAL IMPACT:**

### \$635,234.00

Funds for this contract are available from the RTA operational budget [Account # 01-8300-02-9135-169-89-00-00000-00000] for year one [2025-2026] and will be available from the operational budget for year two [2026-2027].

### **NEXT STEPS:**

Proceed with this renewal of excess workers' compensation insurance coverage with Midwest Employers Casualty Company.

### **ATTACHMENTS:**

- 1. Resolution for Renewal of Workers' Compensation Insurance for RTA Employees [2025-2027]
- 2. Excess Workers' Compensation Insurance Options: Midwest Employers Casualty Company

Prepared By: Marc Popkin

Title: Risk Management Counsel

Reviewed By: Tracy Tyler

Title: Chief Legal Officer

Reviewed By: Gizelle Banks

Title: Chief Financial Officer

File #: 25-159

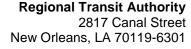
**Finance Committee** 

12/5/2025

Lona Edwards Hankins Chief Executive Officer

onaduland Handry

Date





504.827.8300

www.norta.com

RESOLUTION NO.		
FILE ID.	25-159	
STATE OF LOUISIANA		
PARISH OF ORLEANS		

# RESOLUTION FOR RENEWAL OF EXCESS WORKERS' COMPENSATION INSURANCE FOR RTA EMPLOYEES [2025-2027]

Introduced	by	Commissioner	
seconded by Commissioner			<del>.</del>

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) has considered the matter of renewal of contract award for Excess Workers' Compensation insurance coverage for all employees; and

**WHEREAS**, the RTA insurance broker, Relation Insurance Services, Inc., has approached all four (4) insurance carriers writing Excess Workers' Compensation insurance coverage in the State of Louisiana; and

**WHEREAS**, only one (1) of these carriers, Midwest Employers Casualty Company, an admitted carrier in the State of Louisiana and highly rated by A.M. Best, has quoted for this coverage with both a one-year [2025-2026] and two-year [2025-2027] quote; and

**WHEREAS**, staff received and reviewed these options to provide the insurance coverage required, and has determined the most appropriate insurance carrier by quality and premium cost to be the two-year quote [2025-2027] from Midwest Employers Casualty Company, with no increase in premium cost for the second year of coverage; and

**WHEREAS**, the Board of Commissioners has determined that the Excess Workers' Compensation insurance coverage offered by Midwest Employers Casualty Company meets the





504.827.8300

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RESOLUTION NO PAGE TWO
requirements of the Regional Transit Authority in providing adequate and sufficient coverage to its
employees; and
WHEREAS, funds for this contract are available for 2025-2026, and will be available for
2026-2027, from the operational budget, RTA Budget Account #01-8300-02-9135-169-89-00-00000-
00000.
NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the
Regional Transit Authority that the Chief Executive Officer, or her designee, is authorized to execute a
two-year contract with Midwest Employers Casualty Company for Excess Workers' Compensation
insurance coverage with a premium of SIX HUNDRED THIRTY-FIVE THOUSAND TWO
HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$635,234.00).
THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE
ADOPTION THEREOF AND RESULTED AS FOLLOWS:
YEAS:
NAYS:
ABSTAIN:
ABSENT:
AND THE RESOLUTION WAS ADOPTED ON THE DAY OF DECEMBER, 2025.

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

### **Regional Transit Authority**

# Excess Workers Compensation 12/20/2025-2027

Terms	Expiring	Option 1	Option 2
Carrier	Midwest Employers	Midwest Employers	Midwest Employers
Payroll Reporting Period	Annual	Annual	Two Year Term
Policy Term	12/20/2023-2024 12/20/2024-2025	12/20/2025-2026	12/20/2025-2026 12/20/2026-2027
Estimated Annual Payroll	\$51,176,132	\$62,672,326	\$62,672,326
Pay Plan	Annual Payment	Annual Payment	Annual Payments
Audit Type	Voluntary	Voluntary	Voluntary
Self-Insured Retention	\$1,000,000	\$1,000,000	\$1,000,000
Specific Limit	Statutory	Statutory	Statutory
Employers Liability Limit Per Occurrence/Aggregate	\$1,000,000	\$1,000,000	\$1,000,000
Total Estimated Policy Premium includes terrorism	\$455,742	\$317,617	\$635,234 *

<sup>\*</sup>Midwest is offering a two-year term with no renewal submission materials needed if you elect the two-year option when you bind the 2025-2026 renewal.

An annual payroll audit will be required at the end of 2025-2026 and 2026-2027.

If the RTA elects the two-year renewal terms, the 12/20/2026-2027 policy term invoice \$317,617 will be issued in December 2026.

### Market Responses:

ACE/Chubb Declined, based on their current evaluation of the risk Declined, Insured's operations are outside of appetite

Midwest Employers Incumbent, offered renewal terms

Safety National Declined, pricing would be higher than Incumbent's

renewal offer

# New Orleans Regional Transit Authority



# **Board Report and Staff Summary**

File #: 25-161	Operations & Administration Committee
Advertising Content Policy	(COM 2) Amendment #1
DESCRIPTION: Update to	the RTA Advertising Content Policy AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Ap	proval □ Review Comment □ Information Only □ Other

#### **RECOMMENDATION:**

To authorize the Chief Executive Officer to revise and implement the agency's Advertising Content.

#### **ISSUE/BACKGROUND:**

RTA previously adopted an Advertising Content Policy and reviews board-adopted policies annually. The policy has been updated to:

Clarify forum status and viewpoint-neutral standards for acceptance/rejection.

Update prohibited content categories (obscenity/adult content; tobacco/vaping/cannabis; alcohol; illegal or dangerous products; political candidates/ballot measures/issue advocacy; discriminatory or hateful content; false/misleading claims).

#### DISCUSSION:

The updates reduce legal and reputational risk, create a consistent rider-appropriate environment, and give clear, defensible criteria for content decisions.

#### FINANCIAL IMPACT:

None - administrative in nature. The policy is expected to reduce disputes and processing time and to support stable advertising revenues through clearer standards.

#### **NEXT STEPS:**

Policy effective upon Board approval.

#### ATTACHMENTS:

- 1. Resolution
- 2. COM2 RTA Advertising Content Policy

# File #: 25-161 Operations & Administration Committee

Prepared By: Angele Young

Title: Director of Marketing

Reviewed By: Kelder Summers

Title: Chief of External Affairs

Lona Edward Hondin

Reviewed By: Kentrella Crawford

Title: Employee and Labor Relations Manager

12/8/2025

Date

Lona Edwards Hankins

Chief Executive Officer





RESOLUTION NO.
FILE ID NO
STATE OF LOUISIANA
PARISH OF ORLEANS

# TO AUTHORIZE THE REVISION AND IMPLEMENTATION OF THE ADVERTISING CONTENT POLICY (COM 2) AMENDMENT # 1

Introduced	d by	Commissioner		seconded	by
Commissioner			<u>.</u>		

**WHEREAS**, the Regional Transit Authority ("RTA") maintains an **Advertising Content Policy** to govern the acceptance and display of advertisements on RTA-owned assets, ensuring standards that are lawful, viewpoint-neutral, and appropriate for transit riders;

**WHEREAS**, the RTA previously adopted an Advertising Content Policy and, as part of its regular policy review cycle, staff have identified updates to clarify forum status, prohibited content categories, review and appeal processes, roles/responsibilities, accessibility and language requirements, and alignment with vendor obligations;

**WHEREAS**, the updated policy advances the long-term goals of the RTA's Strategic Mobility Plan by promoting a world-class rider experience through lean, safe, family-appropriate environments and supporting financial sustainability through clear standards that reduce disputes and support stable advertising revenue;

WHEREAS, adoption of the updated policy has no direct fiscal impact;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to approve and adopt the updated Advertising Content Policy; and

**BE IT FURTHER RESOLVED** that the Chief Executive Officer, or her designee (Chief of External Affairs), is authorized to implement the policy, promulgate administrative guidance, maintain records of determinations and appeals, and ensure incorporation of policy standards into current and future advertising agreements.

Resolution No Page 2
THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:
YEAS: NAYS: ABSTAIN: ABSENT:
AND THE RESOLUTION WAS ADOPTED ON THE 16th DAY OF DECEMBER, 2025.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



# **ADVERTISING CONTENT (COM2)**

#### POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) endorses the principle that the sale of advertising space on designated RTA vehicles and venues (including virtual/digital assets) is a practical and desirable means of generating additional agency revenue.

#### **PURPOSE**

This policy provides standards for accepting, placing, and managing advertisements on RTA property in compliance with all applicable legal requirements, while upholding the mission, values, and neutrality obligations of the New Orleans Regional Transit Authority. Promotional space will be awarded on a content-neutral, first-come, first-served basis, with certain exclusions to protect the integrity of the transit system and public trust.

#### APPLICATION

This policy applies to all individuals, including RTA employees, independent contractors, as well as groups, organizations, and entities that contract with the RTA to place advertisements on RTA-owned or operated property. This includes transit shelters, passenger facilities, vehicles, print publications, digital platforms, electronic messaging, and any other designated locations.

#### ADOPTED BY:

The RTA Board of Commissioners on 05/24/2022, Resolution 22-038.

#### APPROVED BY:

Lona Edwards Hankins Chief Executive Officer

> Effective Date: 05/24/2022 Date of Last Review: 11/04/2025



#### 1.0 GUIDELINES

Through this policy, RTA is not creating and does not intend to create a "public forum" or a designated "public forum" for public discourse, debate, or expressive activity by accepting advertisements in and on transit vehicles, transit shelters, transit hubs or any other RTA property. In setting this policy, RTA seeks to meet the following goals and objectives:

- a) Maintain a secure and orderly operating environment;
- b) Maintain a safe and welcoming environment for all RTA passengers, including minors who use the RTA transit system, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or veteran's status.
- c) Avoid claims of discrimination from the public;
- d) Avoiding unintentional appearance of favoritism, association with or bias towards any group, movement, or viewpoint;
- e) Preserve the marketing potential of the advertising space by avoiding content that the community could view as inappropriate or harmful to the public;
- f) Increase advertising revenue to help support RTA service to the public;
- g) Avoid imposing demeaning or disparaging messages on a captive audience;
   and
- h) Reduce the diversion of resources from RTA objectives caused by controversy surrounding advertisements.

In order to maintain a positive image in the community, RTA shall retain control over the nature of advertisements accepted for posting in its system and maintain its advertising space as a nonpublic forum . Therefore, RTA will decline non-commercial advertisements. In addition, the nature of commercial advertisements accepted is limited to those advertisements that promote and adhere to what the RTA has defined herein as an acceptable public image for the agency.

RTA retains the unqualified right to display, on or in its facilities, advertisements and notices that pertain to RTA operations and promotions, consistent with the provisions of its agreement with the Advertising Contractors. Promotional materials may include, but are not limited to, internal marketing collateral, RTA branding campaigns, and copromotional campaigns with third parties. RTA does not accept free public service announcements.

RTA reserves the right, in all circumstances, to require that an advertisement in the RTA system include a disclaimer indicating that such advertising is paid for by the advertiser, stating that "The views expressed in this advertisement do not reflect the



views of the RTA" or a similar statement. RTA may set minimum size standards for the disclaimer to ensure legibility.

## 2.0 DEFINITIONS, MEANINGS AND CONTENT CATEGORIES

For the purpose of understanding the meaning of advertisements, RTA may refer to information beyond the advertisement including, but not limited to, dictionaries, reviews by authoritative bodies or public information regarding the advertiser. RTA shall assess whether an independent, reasonably prudent person, knowledgeable of RTA's customer profile and using prevailing community standards, would believe that the advertisement complies with the provisions of this policy. In the case of advertisements that use multiple interpretations, all meanings – directly or implied – must comply with this policy.

The RTA system is limited to only the following categories of advertising content:

- Commercial Advertising. Paid communications from a for-profit entity or entities that propose a commercial transaction involving lawful goods and services.
- 2. **Governmental Advertising.** Paid communications from public entities created by government action to advance a specific government purpose and from RTA related to RTA programs, products, services, or partnerships.
- 3. **Public Service Announcements.** Paid communications from any entity which promotes or furnishes any of the following goods or services:
  - a) The prevention or treatment of an illness, injury, condition, or syndrome recognized by the most recent Diagnostic and Statistical Manual ("DSM") or the Centers for Disease Control "CDC":
  - b) The recruitment or solicitation of participants for medical, psychological, or behavioral studies:
  - c) Museums, theaters, or galleries which are open to the public;
  - d) Licensed or accredited pre-K through 12 education programs or services;
  - e) Colleges or universities that have received regional or statewide accreditation;
  - f) Vocational or trade programs;
  - Visual or performing arts, fairs, or festivals, provided that the venue or event is open to the public and has a valid operating permit issued by a governmental entity;



- h) Environmental matters;
- i) Provision of services and programs that provide support to low-income citizens, victims of abuse, families, youth, immigrants, historically disadvantaged populations, senior citizens, veterans, people identifying as LGBT, or people with disabilities;
- j) Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations;
- k) Diet or nutrition;
- I) Sporting events, sporting activities, or services related to sports;
- m) Travel Services, information, or promotion;
- n) Licensed farmers markets, public botanical gardens or public parks;
- o) Commercial or professional trade organizations;
- p) Credit Unions, investment entities or financial services;
- q) Zoos, planetariums, or aquariums;
- r) Governmentally funded public broadcast entities; or
- s) Government-designated historic sites.

#### 3.0 ADVERTISING STANDARDS, RESTRICTIONS, & PROHIBITIONS

Notwithstanding any other provisions of this policy, the RTA prohibits advertising content that conflicts with the goals and objectives described above, including any material that contains political or election-related messaging. Specifically:

#### 1. Individual Political Campaign Content:

- a. Advertisements by or on behalf of individuals actively seeking public office during their campaign period are not permitted.
- b. Content that includes a candidate's name, image, slogan, or any design element that could imply political endorsement, advocacy, or electoral messaging is prohibited.
- c. Elected officials may appear only in advertisements that are strictly nonpartisan and informational, and not within 120 days of any election in which they are a candidate.
- d. No advertisement may imply or suggest RTA's endorsement, support, or opposition to any political party, candidate, or ideology.
- e. Exceptions may be granted solely for official public education campaigns sponsored by a governmental entity.
- 2. Political or Public Issue Content. Any material that, when viewed as a whole, can reasonably be regarded as directly: Supporting or opposing a political party;



Supporting or opposing any political or judicial office holder;

Supporting or opposing a law, ordinance, regulation, or proposed legislation;

Supporting or opposing a constitutional amendment or amendments;

Supporting or opposing an active governmental investigation;

Supporting or opposing ongoing civil litigation;

Supporting or opposing ongoing criminal prosecution;

Supporting or opposing a judicial ruling or rulings;

Supporting or opposing a strike, walkout, boycott, protest, divestment, embargo, or groupings thereof;

Supporting or opposing the election of any candidate or group of candidates;

Supporting or opposing a policy or policies of a named or identified governmental business, or nonprofit entity other than the policies of the advertiser itself;

Supporting or opposing any foreign nation or group of nations or any policy of a foreign nation or group of nations other than the policies of the advertiser itself:

Depicting an image or images of one or more living political or judicial figures or depicting an image of one or more political or judicial figures that have died within the last five (5) years; or

Using slogans or symbols associated with any prohibited category within this policy.

- **3. Religious Content.** Any material that, when viewed, can reasonably be regarded as directly:
  - a) Promoting or opposing any religion, atheism, spiritual beliefs, or agnosticism, inclusive of images depicting religious iconography occupying 15% or more of any advertisement frame.
- **4. Obscene or Vulgar Content.** Any material that, when viewed as a whole, can reasonably be regarded as using words, text symbols or images recognized by the community as extremely vulgar, indecent, or profane for display in a public setting that includes minors.
- **5. Unlawful, Unsafe or Disruptive Content.** Any material that depicts or when viewed as a whole can reasonably be regarded as encouraging or promoting any of the following:
  - a) The sale, use, possession, or distribution of goods and services that are unlawful:
  - b) Contest or contests that violate applicable law;



- c) Unlawful or unsafe behavior, or detrimental actions to the maintenance and safe operation of public transportation; or
- d) Graffiti or vandalism.
- **6. False, Misleading, or Tortious Content.** Any material that depicts or, when viewed as a whole, can reasonably be regarded as:
  - a) False or fraudulent;
  - b) Deceptive or misleading;
  - c) Copyright, trademark, or patent infringement;
  - d) Constituting a tort of libel, trade libel, public disclosure of private facts, intrusion into private matters, misappropriation of a person's name or likeness, or a depiction in a false light; or
  - e) RTA graphics, logos, or representations without the express written consent of RTA, or which implies or declares an endorsement by RTA, its directors, management, or employees, of any service, product, or point of view, without prior written authorization by RTA.
- 7. Content Advertising Specified Goods or Services. Any material that directly advertises any of the following categories of goods and services:
  - a. Alcohol, or any material that depicts the consumption of alcoholic beverages or signs of excessive alcohol intoxication;
  - b. Firearms or non-firearm weapons;
  - c. Tobacco, or depictions of tobacco-related production, e-cigarettes, products that simulate smoking, or products that resemble tobacco products; or
  - d. "Adult"-oriented goods or services, including the use of brand names, trademarks, or slogans, for goods or services rated "X" or NC-17 by the Motion Picture Association of America ("MPAA"), adult books stores, adult video stores, nude dance clubs, adult telephone services, adult internet sites, or escort services.

#### 4.0 PROHIBITED ADVERTISING CONTENT & IMAGES

Notwithstanding Item 4 above, depictions of tobacco products or alcohol consumption are permissible to the extent that the purposes of such depictions are noncommercial and are otherwise advancing a scientific, medical, journalistic, artistic, or public health objective.

1. **Inappropriate, Offensive, or Violent Content.** Any material that when viewed as a whole, can reasonably be regarded as depicting or describing any of the following:



- a) A graphic or realistic dead, mutilated, or disfigured human body or bodies;
- b) A graphic or realistic human body part or body parts in a state of mutilation, dismemberment, decomposition, or disfigurement;
- c) A fetus or fetuses in a state of mutilation, dismemberment, decomposition, or disfigurement;
- d) Human or animal excrement, vomit, or graphic depictions of blood or viscera;
- e) An act of animal abuse.
- f) The act of killing, mutilating, or disfiguring human beings or animals;
- g) Genocide, mass-murder, or war crimes recognized under the laws and customs of war:
- h) Weapons or violent implements, if either appear to be aimed or pointed at the viewer;
- i) Images of firearms, non-firearm weapons, or threatening sharp-edged devices in the foreground of an image or occupying 15% or more of any advertisement image or frame. j. Graphic violence or graphic sexual harassment;
- j) Denigrating public transportation or the mission of RTA
- k) Graphic images that under contemporary community standards, would be reasonably considered extremely frightening to minors or the elderly; or
- I) Material that is insulting, degrading, disparaging, demeaning or disrespectful; or material that belittles or is dismissive of genocide, war crimes, or slavery that is so objectionable under contemporary community standards as to make it reasonably foreseeable that the material will result in harm to (including loss of ridership), disruption of, or interference with the transportation system.
- 2. Content against Best Business Interest. RTA is a public transportation authority and seeks to promote public transportation in all that it does. Furthermore, in the providing the citizens of the greater New Orleans area with public transportation, RTA seeks to do so in a safe, reliable, and efficient manner without losing sight of the fact that as an agency of the State of Louisiana it must be a good steward of public money.

#### 5.0 POLICY ADMINISTRATION & ENFORCEMENT

RTA may from time to time select "Advertising Contractors" who shall be responsible for the daily administration of RTA's advertising programs, in a manner consistent with this policy and with the terms and conditions of their agreements with RTA. The Director of Marketing, under the direction of the Chief External Affairs Officer, shall serve as the primary contact for all advertising content review, approval, and compliance matters. The Chief Executive Officer shall act as the final arbiter for any appeals or unresolved disputes related to advertisement content.



Said Advertising Contractor will ensure that all mediums of promotion, including but not limited to bus wraps, bus shelter signage and billboards do not create sight barriers that pose enhanced traffic risks.

#### **Post-Approval Removal**

RTA reserves the right to remove any advertisement, even after initial approval, if it is subsequently determined to violate agency policy or attract public complaints related to safety, misinformation, or noncompliance.

#### **Refund Policy for Noncompliant Advertising Content**

All advertising submissions are subject to review and approval under the provisions of this policy. **No refunds will be issued** for advertisements that are later determined to violate, conflict with, or be inconsistent with RTA's advertising standards, including but not limited to restrictions on political, discriminatory, or otherwise prohibited content.

In such cases, the advertisement will be removed from circulation immediately upon discovery, and all associated payments will be forfeited. Advertisers may submit a written appeal for reconsideration within **five (5) business days** of notification of removal. The **Chief Executive Officer (CEO)** shall review the appeal, arbitrate any dispute, and render a final determination. The CEO's decision shall be **final and binding**.

RTA reserves the right to deny, suspend, or terminate any advertising agreement found to be in conflict with this policy, at its sole discretion.

This policy shall be effective upon adoption and shall be enforced to the degree that it does not impair the obligations of any executed contract. RTA reserves the right, from time to time, to suspend, modify, or revoke the application of any part of these guidelines as it deems necessary to comply with legal mandates, facilitate its primary transportation function, to ensure the safety or security of RTA customers, RTA employees and RTA facilities. All provisions of this policy shall be deemed severable.

RTA may amend this rule as required to conform to applicable changes in law or deemed in the public's best interest. The Chief Executive Officer of RTA is authorized to develop and implement procedures, forms, guidelines, and other tools as necessary to carry out the administration of this policy.



**6.0 FLOWCHART** 

N/A

7.0 REFERENCES

N/A

**8.0 ATTACHMENTS** 

None.

#### 9.0 POLICY HISTORY

Board Adoption Date	Amendment No.	Resolution No.	Comments	Next Review Due
05/24/2022	N/A	22-038		10/2024
12/16/2025	#1			

#### **10.0 SPONSOR DEPARTMENT**

The Marketing and Communications Department is responsible for the implementation, maintenance, and updating of the Transit Advertising Content Policy to ensure it remains relevant and compliant with RTA objectives and legal requirements.



# **ADVERTISING CONTENT (COM2)**

#### POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) endorses the principle that the sale of advertising space on designated RTA vehicles and venues (including virtual/digital assets) is a practical and desirable means of generating additional agency revenue.

#### **PURPOSE**

This policy provides standards for accepting, placing, and managing advertisements on RTA property in compliance with all applicable legal requirements, while upholding the mission, values, and neutrality obligations of the New Orleans Regional Transit Authority. Promotional space will be awarded on a content-neutral, first-come, first-served basis, with certain exclusions to protect the integrity of the transit system and public trust.

#### **APPLICATION**

This policy applies to all individuals, including RTA employees, independent contractors, as well as groups, organizations, and entities that contract with the RTA to place advertisements on RTA-owned or operated property. This includes transit shelters, passenger facilities, vehicles, print publications, digital platforms, electronic messaging, and any other designated locations.

#### ADOPTED BY:

The RTA Board of Commissioners on 05/24/2022, Resolution 22-038.

APPROVED BY:

C11. WY

Lona Edwards Hankins Chief Executive Officer

Effective Date: 05/24/2022

Date of Last Review: 11.4.2025 11/20/2024



#### Advertising Content (COM2)

#### 1.0 GUIDELINES

Through this policy, RTA is not creating and does not intend to create a "public forum" or a designated "public forum" for public discourse, debate, or expressive activity by accepting advertisements in and on transit vehicles, transit shelters, transit hubs or any other RTA property. In setting this policy, RTA seeks to meet the following goals and objectives:

- a) Maintain a secure and orderly operating environment;
- b) Maintain a safe and welcoming environment for all RTA passengers, including minors who use the RTA transit system, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or veteran's status.
- c) Avoid claims of discrimination from the public;
- d) Avoiding unintentional appearance of favoritism, association with or bias towards any group, movement, or viewpoint;
- e) Preserve the marketing potential of the advertising space by avoiding content that the community could view as inappropriate or harmful to the public;
- f) Increase advertising revenue to help support RTA service to the public;
- g) Avoid imposing demeaning or disparaging messages on a captive audience; and
- h) Reduce the diversion of resources from RTA objectives caused by controversy surrounding advertisements.

In order to maintain a positive image in the community, RTA shall retain control over the nature of advertisements accepted for posting in its system and maintain its advertising space as a nonpublic forum . Therefore, RTA will decline non-commercial advertisements. In addition, the nature of commercial advertisements accepted is limited to those advertisements that promote and adhere to what the RTA has defined herein as an acceptable public image for the agency.

RTA retains the unqualified right to display, on or in its facilities, advertisements and notices that pertain to RTA operations and promotions, consistent with the provisions of its agreement with the Advertising Contractors. Promotional materials may include, but are not limited to, internal marketing collateral, RTA branding campaigns, and copromotional campaigns with third parties. RTA does not accept free public service announcements.

RTA reserves the right, in all circumstances, to require that an advertisement in the RTA system include a disclaimer indicating that such advertising is paid for by the advertiser, stating that "The views expressed in this advertisement do not reflect the



views of the RTA" or a similar statement. RTA may set minimum size standards for the disclaimer to ensure legibility.

## 2.0 DEFINITIONS, MEANINGS AND CONTENT CATEGORIES

For the purpose of understanding the meaning of advertisements, RTA may refer to information beyond the advertisement including, but not limited to, dictionaries, reviews by authoritative bodies or public information regarding the advertiser. RTA shall assess whether an independent, reasonably prudent person, knowledgeable of RTA's customer profile and using prevailing community standards, would believe that the advertisement complies with the provisions of this policy. In the case of advertisements that use multiple interpretations, all meanings – directly or implied – must comply with this policy.

The RTA system is limited to only the following categories of advertising content:

- Commercial Advertising. Paid communications from a for-profit entity or entities that propose a commercial transaction involving lawful goods and services.
- 2. **Governmental Advertising.** Paid communications from public entities created by government action to advance a specific government purpose and from RTA related to RTA programs, products, services, or partnerships.
- 3. **Public Service Announcements.** Paid communications from any entity which promotes or furnishes any of the following goods or services:
  - a) The prevention or treatment of an illness, injury, condition, or syndrome recognized by the most recent Diagnostic and Statistical Manual ("DSM") or the Centers for Disease Control "CDC":
  - b) The recruitment or solicitation of participants for medical, psychological, or behavioral studies:
  - c) Museums, theaters, or galleries which are open to the public;
  - d) Licensed or accredited pre-K through 12 education programs or services:
  - e) Colleges or universities that have received regional or statewide accreditation;
  - f) Vocational or trade programs;
  - Visual or performing arts, fairs, or festivals, provided that the venue or event is open to the public and has a valid operating permit issued by a governmental entity;



- h) Environmental matters;
- i) Provision of services and programs that provide support to low-income citizens, victims of abuse, families, youth, immigrants, historically disadvantaged populations, senior citizens, veterans, people identifying as LGBT, or people with disabilities;
- j) Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations;
- k) Diet or nutrition;
- I) Sporting events, sporting activities, or services related to sports;
- m) Travel Services, information, or promotion;
- n) Licensed farmers markets, public botanical gardens or public parks;
- o) Commercial or professional trade organizations;
- p) Credit Unions, investment entities or financial services;
- q) Zoos, planetariums, or aquariums;
- r) Governmentally funded public broadcast entities; or
- s) Government-designated historic sites.

#### 3.0 ADVERTISING STANDARDS, RESTRICTIONS, & PROHIBITIONS

Notwithstanding any other provisions of this policy, the RTA prohibits advertising content that conflicts with the goals and objectives described above, including any material that contains political or election-related messaging. Specifically:

#### 1. Individual Political Campaign Content:

- a. Advertisements by or on behalf of individuals actively seeking public office during their campaign period are not permitted.
- b. Content that includes a candidate's name, image, slogan, or any design element that could imply political endorsement, advocacy, or electoral messaging is prohibited.
- c. Elected officials may appear only in advertisements that are strictly nonpartisan and informational, and not within 120 days of any election in which they are a candidate.
- d. No advertisement may imply or suggest RTA's endorsement, support, or opposition to any political party, candidate, or ideology.
- e. Exceptions may be granted solely for official public education campaigns sponsored by a governmental entity.
- 2. Political or Public Issue Content. Any material that, when viewed as a whole, can reasonably be regarded as directly:
  Supporting or opposing a political party;



Supporting or opposing any political or judicial office holder;

Supporting or opposing a law, ordinance, regulation, or proposed legislation;

Supporting or opposing a constitutional amendment or amendments;

Supporting or opposing an active governmental investigation;

Supporting or opposing ongoing civil litigation;

Supporting or opposing ongoing criminal prosecution;

Supporting or opposing a judicial ruling or rulings;

Supporting or opposing a strike, walkout, boycott, protest, divestment, embargo, or groupings thereof;

Supporting or opposing the election of any candidate or group of candidates;

Supporting or opposing a policy or policies of a named or identified governmental business, or nonprofit entity other than the policies of the advertiser itself;

Supporting or opposing any foreign nation or group of nations or any policy of a foreign nation or group of nations other than the policies of the advertiser itself:

Depicting an image or images of one or more living political or judicial figures or depicting an image of one or more political or judicial figures that have died within the last five (5) years; or

Using slogans or symbols associated with any prohibited category within this policy.

- 3. **Religious Content.** Any material that, when viewed, can reasonably be regarded as directly:
  - a) Promoting or opposing any religion, atheism, spiritual beliefs, or agnosticism, inclusive of images depicting religious iconography occupying 15% or more of any advertisement frame.
- **4. Obscene or Vulgar Content.** Any material that, when viewed as a whole, can reasonably be regarded as using words, text symbols or images recognized by the community as extremely vulgar, indecent, or profane for display in a public setting that includes minors.
- **5. Unlawful, Unsafe or Disruptive Content.** Any material that depicts or when viewed as a whole can reasonably be regarded as encouraging or promoting any of the following:
  - a) The sale, use, possession, or distribution of goods and services that are unlawful:
  - b) Contest or contests that violate applicable law;



- c) Unlawful or unsafe behavior, or detrimental actions to the maintenance and safe operation of public transportation; or
- d) Graffiti or vandalism.
- **6. False, Misleading, or Tortious Content.** Any material that depicts or, when viewed as a whole, can reasonably be regarded as:
  - a) False or fraudulent;
  - b) Deceptive or misleading;
  - c) Copyright, trademark, or patent infringement;
  - d) Constituting a tort of libel, trade libel, public disclosure of private facts, intrusion into private matters, misappropriation of a person's name or likeness, or a depiction in a false light; or
  - e) RTA graphics, logos, or representations without the express written consent of RTA, or which implies or declares an endorsement by RTA, its directors, management, or employees, of any service, product, or point of view, without prior written authorization by RTA.
- **7. Content Advertising Specified Goods or Services.** Any material that directly advertises any of the following categories of goods and services:
  - Alcohol, or any material that depicts the consumption of alcoholic beverages or signs of excessive alcohol intoxication;
  - b. Firearms or non-firearm weapons;
  - c. Tobacco, or depictions of tobacco-related production, e-cigarettes, products that simulate smoking, or products that resemble tobacco products; or
  - d. "Adult"-oriented goods or services, including the use of brand names, trademarks, or slogans, for goods or services rated "X" or NC-17 by the Motion Picture Association of America ("MPAA"), adult books stores, adult video stores, nude dance clubs, adult telephone services, adult internet sites, or escort services.

#### 4.0 PROHIBITED ADVERTISING CONTENT & IMAGES

Notwithstanding Item 4 above, depictions of tobacco products or alcohol consumption are permissible to the extent that the purposes of such depictions are noncommercial and are otherwise advancing a scientific, medical, journalistic, artistic, or public health objective.

- 1. **Inappropriate, Offensive, or Violent Content.** Any material that when viewed as a whole, can reasonably be regarded as depicting or describing any of the following:
  - a) A graphic or realistic dead, mutilated, or disfigured human body or bodies;



- b) A graphic or realistic human body part or body parts in a state of mutilation, dismemberment, decomposition, or disfigurement;
- c) A fetus or fetuses in a state of mutilation, dismemberment, decomposition, or disfigurement;
- d) Human or animal excrement, vomit, or graphic depictions of blood or viscera;
- e) An act of animal abuse.
- f) The act of killing, mutilating, or disfiguring human beings or animals;
- g) Genocide, mass-murder, or war crimes recognized under the laws and customs of war;
- h) Weapons or violent implements, if either appear to be aimed or pointed at the viewer;
- i) Images of firearms, non-firearm weapons, or threatening sharp-edged devices in the foreground of an image or occupying 15% or more of any advertisement image or frame.
- j) Graphic violence or graphic sexual harassment;
- k) Denigrating public transportation or the mission of RTA
- I) Graphic images that under contemporary community standards, would be reasonably considered extremely frightening to minors or the elderly; or
- m) m. Material that is insulting, degrading, disparaging, demeaning or disrespectful; or material that belittles or is dismissive of genocide, war crimes, or slavery that is so objectionable under contemporary community standards as to make it reasonably foreseeable that the material will result in harm to (including loss of ridership), disruption of, or interference with the transportation system.
- 2. Content against Best Business Interest. RTA is a public transportation authority and seeks to promote public transportation in all that it does. Furthermore, in the providing the citizens of the greater New Orleans area with public transportation, RTA seeks to do so in a safe, reliable, and efficient manner without losing sight of the fact that as an agency of the State of Louisiana it must be a good steward of public money.

#### 5.0 POLICY ADMINISTRATION & ENFORCEMENT

RTA may from time to time select "Advertising Contractors" who shall be responsible for the daily administration of RTA's advertising programs, in a manner consistent with this policy and with the terms and conditions of their agreements with RTA. The Director of Marketing, under the direction of the Chief External Affairs Officer, shall serve as the primary contact for all advertising content review, approval, and compliance matters. The Chief Executive Officer shall act as the final arbiter for any appeals or unresolved disputes related to advertisement content.



Said Advertising Contractor will ensure that all mediums of promotion, including but not limited to bus wraps, bus shelter signage and billboards do not create sight barriers that pose enhanced traffic risks.

#### **Post-Approval Removal**

RTA reserves the right to remove any advertisement, even after initial approval, if it is subsequently determined to violate agency policy or attract public complaints related to safety, misinformation, or noncompliance.

# **Refund Policy for Noncompliant Advertising Content**

All advertising submissions are subject to review and approval under the provisions of this policy. **No refunds will be issued** for advertisements that are later determined to violate, conflict with, or be inconsistent with RTA's advertising standards, including but not limited to restrictions on political, discriminatory, or otherwise prohibited content.

In such cases, the advertisement will be removed from circulation immediately upon discovery, and all associated payments will be forfeited. Advertisers may submit a written appeal for reconsideration within **five (5) business days** of notification of removal. The **Chief Executive Officer (CEO)** shall review the appeal, arbitrate any dispute, and render a final determination. The CEO's decision shall be **final and binding**.

RTA reserves the right to deny, suspend, or terminate any advertising agreement found to be in conflict with this policy, at its sole discretion.

This policy shall be effective upon adoption and shall be enforced to the degree that it does not impair the obligations of any executed contract. RTA reserves the right, from time to time, to suspend, modify, or revoke the application of any part of these guidelines as it deems necessary to comply with legal mandates, facilitate its primary transportation function, to ensure the safety or security of RTA customers, RTA employees and RTA facilities. All provisions of this policy shall be deemed severable.

RTA may amend this rule as required to conform to applicable changes in law or deemed in the public's best interest. The Chief Executive Officer of RTA is authorized to develop and implement procedures, forms, guidelines, and other tools as necessary to carry out the administration of this policy.



# **6.0 FLOWCHART**

N/A

#### 7.0 REFERENCES

N/A

# 8.0 ATTACHMENTS Resolution 22-038

The Marketing and Communications Department is responsible for the implementation, maintenance, and updating of the Transit Advertising Content Policy to ensure it remains relevant and compliant with RTA objectives and legal requirements.

#### 9.0 PROCEDURE HISTORY

5/24/2022 @Final Board approval granted

10.0 SPONSOR DEPARTMENT Marketing

# New Orleans Regional Transit Authority



# **Board Report and Staff Summary**

FIIE #: 25-164	Board of Commissioners	
Task Order for St. Charles Streetca Engineering and Design Work	r Downtown Loop Track Replaceme	nt, Phase IV - Preliminary
DESCRIPTION: Request Board autapprove a task order for Infinity Eng Consultants, LLC to complete prelinand design work for the St. Charles Downtown Loop, Phase IV.	gineering to enter text. minary engineering	click or tap here
ACTION REQUEST: ⊠ Approval [	□ Review Comment □ Information	Only □ Other

#### RECOMMENDATION:

Authorize the Chief Executive Officer to execute a task order with Infinity Engineering Consultants, LLC (Infinity) for preliminary engineering and design work for the St. Charles Streetcar Downtown Loop Track Replacement, Phase IV in an amount not to exceed \$524,821.

#### ISSUE/BACKGROUND:

The streetcar tracks around and in the immediate vicinity of Harmony Circle contain complex track and special trackwork that are aging and in urgent need of replacement. Consequently, the RTA must initiate engineering work to replace the track and related infrastructure. This work-Phase IV of the Downtown Loop Track Replacement project-is part of RTA's broader effort to keep the streetcar system in a state of good repair.

The rail replacement work around Harmony Circle also presents an opportunity to "future proof" the track for streetcar modernization efforts, including but not limited to the possible extension of the Rampart Loyola Streetcar down Howard Avenue to Harmony Circle. Thus, an essential component of this project will be to examine minor changes to track geometry to accommodate not only current St. Charles Streetcar service but also future streetcar service, consistent with RTA's streetcar modernization study which is recently underway. Given the range of possible design outcomes and project costs, this task order will only authorize preliminary design work on the track replacement project, on the order of 15% design. This will allow RTA to examine the feasibility, tradeoffs, and costs of different design approaches prior to authorizing 100% design. RTA will separately procure at a future date detailed design work on the project, which will advance the project from 15% to 100% design.

At the same time, there is an urgent need to replace certain sections of the Harmony Circle track that have badly deteriorated. This task order will authorize Infinity to complete 100% design on short term

#### **Board of Commissioners**

replacement of the track that is most severely deteriorated. This immediate design and construction work will allow for continuous streetcar service in the near term while design work on the total replacement and modernization of Harmony Circle track is on-going.

#### DISCUSSION:

To select a vendor to complete this scope, staff utilized the On-Call A&E pool of pre-qualified vendors (RFQ# 2020-035). A Request for Technical Proposals (RTP #2025-04) was sent to all vendors in the pool. Staff selected Infinity's proposal for award as it was determined to be the highest quality Proposal. RTP #2025-04 envisioned a complete design scope in which the selected consultant would advance the design for the replacement of the track to 100% design. After internal deliberations and discussions with Infinity, RTA has instead decided to proceed with a more limited, initial phase of design work, which will inform a future final phase, which will be separately procured.

The task order with Infinity will be managed by the Capital Projects Division. There are two main components of the scope as outlined above. First, Infinity will develop preliminary (15%) design documents and cost estimates for two design scenarios: (a) replacing the existing track as is; and (b) a "future proofed" option designed to accommodate future streetcar service and modernization upgrades to complement the existing St. Charles Streetcar service. The second major component of the Task Order will be for Infinity to prepare 100% design documents for short-term replacement of critical special trackwork at Harmony Circle. This second component of the scope will also include construction administration services for short-term track replacement work.

By segmenting the design work in this way, RTA will ensure immediate safety and reliability improvements to Harmony Circle while presenting comprehensive design alternatives for full track replacement that will help RTA to make an informed decision before proceeding to final design.

#### FINANCIAL IMPACT:

RTA and Infinity have agreed on a scope and price not to exceed \$524,821 to complete the Task Order.

The funding for this project is from local capital dollars. The local funding is included in the 2026 capital budget and is also included in the FY2026-2030 Capital Investment Program (CIP). The budget code for these funds is 01-0000-00-1501-000-00-00-00000.

#### **NEXT STEPS:**

Finalize and execute the Task Order with Infinity, issue a Notice-to-Proceed to kick off the project.

# ATTACHMENTS:

- 1. Resolution
- 2. Request for Technical Proposal (RTP) #2025-04: St. Charles Streetcar Downtown Loop Track Replacement, Phase 4
- 3. Infinity Proposal
- 4. Approval of change order request for Infinity including Independent Cost Estimate

# File #: 25-164 Board of Commissioners

Prepared By: Rafe Rabalais, rrabalais@rtaforward.org

Title: Director of Capital Projects

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

Reviewed By: Gizelle Banks,

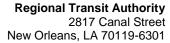
Title: Chief Financial Officer

Lona Edward Hondin

12/12/2025

Lona Edwards Hankins Date

Chief Executive Officer





504.827.8300

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RESOLUTION NO.	25-XXX	
STATE OF LOUISIANA		
PARISH OF ORLEANS		

AUTHORIZATION TO AWARD A TASK ORDER TO INFINITY ENGINEERING
CONSULTANTS, LLC FOR ST. CHARLES STREETCAR – DOWNTOWN LOOP TRACK
REPLACEMENT, PHASE IV PRELIMINARY ENGINEERING AND DESIGN SERVICES

Introduced	by	Commissioner	
seconded by Commissioner			

WHEREAS, RTA has an urgent need to replace deteriorated track around Harmony Circle; and

**WHEREAS,** Harmony Circle track replacement represents Phase IV of Downtown Loop Track Replacement for the St. Charles Streetcar in an effort to keep the St. Charles Streetcar in a state of good repair; and

WHEREAS, RTA has an opportunity to design and construct Downtown Loop Phase IV in a manner that also accommodates future streetcar service and streetcar modernization efforts in line with RTA's Streetcar System Modernization Master Plan; and

**WHEREAS,** a pool of on-call Architectural and Engineering vendors was created through RFQ# 2020-035 and 10 vendor teams were selected to provide a range of technical, planning, and design services through a task order process; and

WHEREAS, through the task order selection process, staff issued a Request for Technical Proposals (RTP) #2025-04 for design and related services for the Downtown Loop Track Replacement Phase IV project and selected the proposal from Infinity Engineering Consultants, LLC (Infinity) for said services; and

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



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RESOLUTION NO. \_\_25-131\_\_\_ Page 2

**WHEREAS,** Infinity Engineering Consultants, LLC ("Infinity") submitted a technical proposal dated June 6, 2025, in response to RTP No. 2025-04, outlining a comprehensive approach to the Downtown

**WHEREAS**, the scope of work will consist of preliminary engineering for the full replacement of track around Harmony Circle as well as detailed design for the near-term replacement of severely deteriorated sections of Harmony Circle track; and

**WHEREAS**, this scope will be the foundation for detailed design work for Downtown Loop Phase IV, which will be procured separately and at a later date; and

**WHEREAS**, the project will be funded by local RTA funds as part of the FY2026 Capital Budget and 2026-30 Capital Investment Program, in an amount not to exceed \$524,821 from budget code 01-0000-00-000-00-00-00000; and

**NOW, THEREFORE, BE IT RESOLVED** the RTA Board of Commissioners authorizes the CEO, or designee, to award Infinity Engineering Consultants, LLC a task order in an amount not to exceed \$524,821 to complete preliminary engineering and design services for Phase IV of the Downtown Loop Track Replacement for the St. Charles Streetcar.





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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 RESOLUT	ΓΙΟΝ WAS ADOI	PTED ON THE	OF DECEMBER, 2025.
	FRED	NEAL, JR.	
	CH	AIRMAN	
	<b>BOARD OF </b>	COMMISSION	ERS

#### **Request for Technical Proposals (RTP)**

RTP #: 2025-04

Project Name: St. Charles Streetcar - Downtown Loop Track Replacement, Phase 4

**Project #:** 2023-FG-01

**Project Type:** Railway Engineering

To: All firms pre-qualified through RTA RFQ #2020-035

### RTP SUBMISSION TIMELINE

RTP Release Date: May 12, 2025

RTP Proposals Due: June 6, 2025

Advance Questions Deadline: May 23, 2025

Responses to All Questions Posted Online: May 29, 2025

Contract Intent Award Notification: June 20, 2025

#### **INTRODUCTION AND OVERVIEW**

The purpose of this solicitation is to procure design services for the replacement of failing St. Charles Avenue Streetcar track infrastructure. This infrastructure includes rails, switches, mates, frogs, and embedded track systems in key problem areas around Harmony Circle, Howard Avenue, and Carondelet Street in New Orleans. These sections currently exhibit significant wear, suboptimal drainage, and components that have exceeded their useful lifespan, resulting in operational inefficiencies and safety and functionality concerns.

In addition to the core project requirement that track and related infrastructure be replaced (Core Project Scope), the project scope may also include the following elements:

- 1. Accessibility improvements to ensure that the streetcar stops adjacent to Harmony Circle become wheelchair accessible
- 2. Pedestrian safety enhancements including curb ramps and crosswalk upgrades
- 3. Transit priority measures such as dedicated lanes and signal timing adjustments
- 4. Potential stop consolidation/relocation in coordination with two other planning and design projects that will be proceeding in parallel with, but separate and apart from this task: the All Stops Accessibility Program for the St. Charles Streetcar (ASAP) and a Streetcar System Modernization Master Plan (Streetcar Modernization Plan).

Collectively, these elements are referred to as Additional Project Scope. The selected firm will evaluate, in coordination with the RTA, the feasibility of Additional Project Scope, and the RTA will work with the

firm to determine which of these scope elements to incorporate into the final construction documents for the project.

The selected firm will provide comprehensive design services spanning preliminary design through construction administration. Given the long lead time associated with procuring replacement rails and associated infrastructure, the firm will be expected to complete a separate bid package for rail acquisition well in advance of the preparation of final construction documents so that the construction timeline for the project will be as compressed as possible. Respondents must demonstrate proven expertise in rail transit design, streetcar/rail operations (signals, transit priority, stop spacing), traffic analysis, multimodal street design, ADA compliance for public streets, and civil engineering including stormwater management.

This project represents a key component of RTA's broader modernization efforts to enhance system reliability, accessibility, and customer experience across New Orleans' iconic streetcar network. Successful delivery will ensure the continued operation of this historic transit line while bringing it up to contemporary safety and performance standards.

# **SCOPE OF SERVICES**

**Total Project Budget** (including construction): \$12,5000,000. Budget may be revised during preliminary design phase based on recent volatility in price of goods and services and finalized elements of Additional Project Scope.

**Desired Start Date:** July 7, 2025

**Estimated Task Order Length:** 8 months for the design phase, 4 months for the bid phase and contractor selection, and 14 months for the construction phase and construction administration—26 months in total, including the lead time for procurement of the rail. Note: this timeline is subject to adjustments based on project needs.

This project involves the design and procurement of rail tracks and associated long-lead time infrastructure, completion of 100% construction documents for the entire project, and construction administration. Design services will begin with the preparation of an early rail bid package to expedite procurement of long lead time items, followed by development of 30% design documents.

The design for this project must be closely coordinated with the planning and design work associated with ASAP and the Streetcar Modernization Plan, separate but related to this scope. The design of this project must also align with the RTA's broader goals for operational efficiency, accessibility enhancements, and an improved customer experience.

Please note the geographical limits of this project (Project Area). The Project Area includes:

- Approximately 60' of St. Charles Avenue in the block between St. Joseph Street and Harmony Circle
- The entirety of Harmony Circle
- Approximately 100' of St. Charles Avenue in the block between Harmony Circle and Calliope Street.
- Howard Avenue between Harmony Circle and Carondelet Street
- Approximately 150' of Carondelet Street in the block between St. Joseph Street and Howard Avenue

Additional Project Scope elements may go slightly beyond these boundaries to accommodate, for instance, transit priority treatments if they are deemed feasible, advisable, and within budget. Within the Project Area, the selected firm will be responsible for designing the features as described above from sidewalk curb to sidewalk curb. All other features of the ROW such as sidewalk curb ramps, and sidewalk improvements are not in the scope of the project.

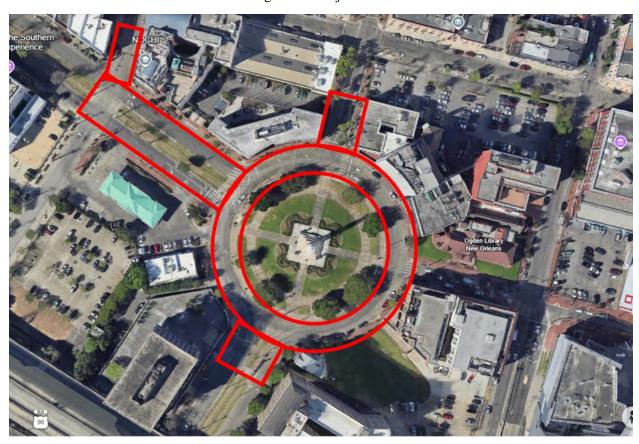


Figure 1.1 Project Area

#### Task 1: Assist in Outreach Strategy and Implementation of Outreach Efforts

RTA Communications staff, in conjunction with the consultant for the Streetcar Modernization Plan, will be leading an effort to develop a comprehensive community engagement strategy around possible near-and long-term changes to the St. Charles streetcar line and the entire streetcar network. This strategy and subsequent outreach activities will include community conversations about accessibility, transit priority, and stop consolidation, among other topics. The firm selected under this RTP will play a support, rather than a lead, role in community outreach efforts and will only support outreach efforts that pertain to Harmony Circle and its vicinity.

For outreach related to potential changes to Harmony Circle (redesign/relocation of stops, transit priority), the consultant will be expected to provide technical input into the development of the outreach strategy, such as identifying potential conflicts, critical design issues, and design alternatives. The consultant will

also be expected to provide staff at any outreach events that cover Harmony Circle to answer technical questions and to provide supporting graphics, maps, simulation results, and other illustrative materials for the public.

**Deliverables:** Staffing, strategic technical input, and graphical materials to support outreach efforts regarding Harmony Circle led by the RTA and separate consultant

#### **Task 2: Current Conditions Assessment and Site Preparation**

The selected consultant shall conduct a focused conditions assessment of the Project Area. This assessment shall include:

- 1. Evaluating track and infrastructure conditions including rail wear, switch functionality, and drainage issues
- 2. Documenting location, geometry, and condition of streetcar stops and pedestrian pathways
- 3. Documenting right of way (ROW) features including ROW geometry, lane striping, on-street parking, crosswalks, bicycle facilities
- 4. Identifying accessibility gaps at boarding areas and sidewalks
- 5. Analyzing the structural condition of pavement, platforms, and curb ramps
- 6. Identifying safety hazards
- 7. Traffic counts at key locations sufficient for a traffic simulation model using Synchro or similar software a VISSIM or similar microsimulation software is not needed for this project
- 8. Analyzing traffic patterns and traffic control elements, including their impact on streetcar operations
- 9. Completing a task field survey including a topographic survey, geotechnical survey, structural evaluation of existing track components, and the use of existing records and advanced technology (as necessary) to determine the location of below ground utilities to minimize the risk of unexpected utility conflicts during construction
- 10. Any other information on the current conditions of the corridor that is necessary to inform design documents up to and including 100% construction documents.

The assessment will be coordinated with data collected by the ASAP initiative in parallel, ensuring all findings are reconciled with the broader ASAP study, which encompasses the entire St. Charles Streetcar corridor but whose scope is limited to accessibility improvements to the corridor.

**Deliverables:** A pre-construction survey report (PDF/CAD/GIS formats as appropriate) documenting existing conditions as described above. Traffic simulation model of existing conditions.

#### **Task 3: Project Management and Coordination**

The selected consultant shall be responsible for a variety of project management tasks throughout the term of the task order. The purpose of these project management tasks is to mitigate risk, manage project schedule and budget, address obstacles as they arise, and maintain clear communication with the RTA throughout.

Specific project management and coordination responsibilities include the following.

 Creating and maintaining a detailed project schedule leading up to the completion of 100% construction documents

- Integrating key milestones, dependencies, and critical path items into the schedule to ensure timely progression
- Completing an overall project schedule through construction completion, including community outreach, issuing bid documents and procuring a general contractor, and securing all necessary permits and approvals
- Conducting weekly meetings with the RTA capital projects team to monitor progress, identify impediments, and review/forecast project schedule.
- Assisting the RTA team in the development and continuous refinement of the project risk register
- Implementing risk mitigation strategies to preemptively address potential project delays or cost escalations
- Providing timely updates and technical documentation required for submission to the FTA to fulfill its project oversight role
- Providing monthly progress reports, including a one-month look ahead and updated design schedule and project schedule.
- Maintaining comprehensive records of meeting agendas, minutes, and action items from biweekly project status meetings

**Deliverables:** 100% design schedule, comprehensive project schedule, risk register updates, meeting agendas and notes for biweekly status meetings, and FTA reporting.

#### **Task 4: Rail Procurement Bid Package**

To expedite the procurement of long-lead time track materials such as rail (grooved and girder), switches, frogs, and embedded track systems, the selected consultant shall develop a standalone early rail bid package ahead of the 30% design milestone. This task includes identifying required materials based on preliminary assessments and anticipated design needs, developing detailed technical specifications, and preparing procurement documents in alignment with RTA and FTA standards. As part of this bid package, the consultant shall determine, in coordination with the rail modernization consultant, whether modern streetcars would be able to navigate the rail alignment as currently laid out or whether adjustments to the rail alignment and track turn radii would be necessary. The goal would be for the new rail around and adjacent to Harmony Circle to accommodate 400-, 900-, and 2000-series streetcars currently in use as well as modern, low-floor vehicles at some point in the future.

The consultant will coordinate with manufacturers and vendors to verify lead times, material availability, and delivery logistics, ensuring compatibility with existing infrastructure and planned service improvements. The consultant shall incorporate these lead times into the overall project schedule described in Task 3.

This task will be initiated at the outset of schematic design to mitigate schedule delays related to material availability. Because this task will take place early in the design process and well before final design, the consultant must have sufficient foresight and take sufficient care to ensure that the rail bid package is ultimately compatible with the final design of the project.

**Deliverables**: Draft and final rail bid package documents, a material quantity takeoff, procurement readiness checklist, coordination summary with vendors and stakeholders, and a preliminary storage and delivery plan aligned with construction phasing.

#### Task 5: 30% Schematic Design

The selected consultant shall develop a 30% schematic design (SD) for the reconstruction of the St. Charles Streetcar Line's track infrastructure (i.e. Core Project Scope) and for associated improvements (i.e. Additional Project Scope, to the extent that Additional Project Scope is included in the final Task Order scope). Key components of this design stage for Core Project Scope include the following:

- 1. Proposed alignments, rail types (grooved or girder), switch locations, and embedded track systems.
- 2. Structural details for ballast composition, subgrade preparation including moisture conditioning and compaction testing, and drainage solutions.
- 3. Track design that is integrated seamlessly with existing signaling and power systems
- 4. Track design that accommodates current St. Charles streetcars as well as possible modern, low-floor streetcars in the future.

Key components of this design stage for Additional Project Scope include the following:

- 1. Revised stop locations including stop consolidation and/or relocations (there are currently three stops—two inbound and one outbound within the Project Area)
- 2. Preliminary site plans for each stop including stop and platform geometry, signage, curb ramps, other accessibility features such as detectable warning surfaces, and other stop amenities as applicable (shelters, benches, trash cans, landscaping, stormwater management, etc.).
- 3. Streetcar stop platform heights that are compatible with the existing streetcar fleet, that facilitate easier boarding and alighting with the present streetcar fleet, but that are also compatible with possible future low-floor rolling stock where level boarding would be possible
- 4. Bollards and guardrails as appropriate to ensure passenger safety from passing cars and from trip and fall incidents while passengers are waiting, boarding, and alighting
- 5. Stop designs that are future proofed for possible further improvements under a forthcoming streetcar modernization effort, including allotting adequate platform space for longer streetcars, modern shelters with real time displays, ticket vending machines, and any other modernization features that the streetcar stops would need to accommodate at a future date.
- 6. Dimensioned roadway and right of way configurations including crosswalks, vehicular lane alignments, treatment of on-street parking and loading areas, bicycle facilities including enhanced or new bicycle facilities, and designated streetcar travel lanes.
- 7. Track design and related track and signal infrastructure to allow for the future extension of streetcar service from Howard Avenue to Loyola Avenue.
- 8. Traffic simulation, using Synchro or similar software, and analysis of impacts of reconfigured vehicle travel lanes in and around Harmony Circle
- 9. Existing and proposed cross sections of roadway
- 10. Transit priority measures such as queue jumps, transit signals, and transit signal priority measures.
- 11. Utility relocations, as necessary, to address conflicts with the proposed improvements.
- 12. Treatment of pavement deficiencies to facilitate accessibility (e.g. patch vs. reconstruction of deficient street pavement)
- 13. Verifying compliance with ADA, Public Right of Way Accessibility Guidelines (PROWAG), and other applicable local, state, and federal regulatory requirements

The SD package, and in particular any Additional Project Scope, must be closely coordinated with the Streetcar Modernization Plan and ASAP consultants. The consultant must also coordinate closely with key stakeholders including the Department of Public Works (DPW), Downtown Development District (DDD), and other municipal partners to ensure alignment with City infrastructure standards and plans.

As part of this task, the consultant must prepare up to three conceptual renderings showing what the completed project will look like. At the conclusion of this task, the consultant shall complete up to two page-turn reviews of the SD set with RTA staff, DPW, and other technical stakeholders as appropriate. The consultant team shall be responsible for creating a running log of design questions and suggestions arising at these reviews and will be responsible for updating this log as future design deliverables are completed.

**Deliverables**: 30% schematic design drawings in both PDF and CAD formats and one full size printed set; design issue log; up to three conceptual renderings of the project design; a utility coordination report addressing potential conflicts with Entergy, Sewerage and Water Board, and any other utility providers along with required adjustments.

#### Task 6: 60% Design Development

Based on feedback from RTA staff, DPW, other technical stakeholders and partner agencies, and the community, the selected consultant shall prepare a 60% design development (DD) set of project drawings and specifications. These drawings shall include all of the information outlined above in Task 5 but at a more detailed, DD level of design. The DD set shall include any other information and a level of detail typical and appropriate for the 60% stage of design.

For this task, the consultant shall update the renderings completed in Task 5 but only if there are substantive changes in the design that would materially change the renderings.

Similar to Task 5, the consultant shall at the conclusion of this Task complete up to two page-turn reviews of the DD set with RTA staff, DPW, and other technical stakeholders as appropriate. Furthermore, the DD set shall be considered the "plan-in-hand" plans for the project, facilitating an in-field review and walk through with RTA, DPW, and other staff that will be in addition to the page-turn reviews. The consultant team shall also be responsible for updating its log of design questions and suggestions based on the page turn reviews and plan-in-hand field review at this stage.

**Deliverables:** 60% design development drawings, updated conceptual renderings as necessary, updated design issue log. Electronic deliverables shall be in pdf and CAD format. The consultant shall also furnish one full size printed copy of 60% set.

#### Task 7: 90% Permit Set and Permit Approvals

Based on feedback from RTA staff, technical stakeholders and partner agencies, the selected consultant shall prepare a 90% permit set of project drawings. These drawings shall be at a near-100% construction documents stage. Preparing a 90% set will allow for final QA/QC and a final page turn review by the RTA, DPW, and technical stakeholders before the consultant finalizes construction documents. The 90% set shall include a level of detail typical and appropriate for a 100% set of construction documents.

### New Orleans Regional Transit Authority

The consultant shall include in this Task a construction phasing plan with a proposed approach to minimize impacts to streetcar operations and minimize pedestrian, bicycle, and automobile impacts within the right of way. The phasing plan shall also cover:

- Alternate pedestrian, bicycle, and vehicular routes
- Temporary stop relocations
- Business/resident notification protocols
- Construction noise/dust control measures

This task shall also include a plan and procedures for the removal and proper disposal of old rails, ties, ballast, and trackwork in compliance with EPA/LDEQ regulations, including procedures for recycling of materials.

For this task, the consultant shall further update the renderings completed in Task 6 but only if there are substantive changes in the design that would materially change the renderings.

At the conclusion of this Task, the consultant shall complete up to two page-turn reviews of the permit set with RTA staff, DPW, and other technical stakeholders as appropriate. The consultant team shall be responsible for updating its log of design questions and suggestions.

In this Task, the consultant shall submit the 90% set to the City of New Orleans for formal permit review in order to secure City permits and any other associated permits necessary for construction of the project. Well in advance of completing the 90% set, the consultant shall prepare and regularly update a permit tracker matrix, documenting the various reviews and permits necessary to proceed to construction.

**Deliverables:** 90% permit set drawings, construction phasing plan, rail/track disposition plan, updated conceptual renderings as necessary, updated design issue log, permit tracker, secured approvals necessary to proceed to construction. Electronic deliverables shall be in pdf and CAD format. The consultant shall also furnish one full size printed copy of 90% set.

### Task 8: 100% Construction Documents, Bid Package, and Bid Preparation Assistance

Based on final QA/QC of the 90% drawings, final comments from the 90% page turn review, and any comments from permitting authorities on the 90% set, the consultant shall prepare a 100% construction documents set of project drawings. In this task, the consultant shall prepare an accompanying specifications book and shall assist RTA Procurement in the preparation of the final bid package, including bid alternates and any ancillary materials and forms to accompany the 100% set and specifications book.

During the bid process, the consultant shall attend any pre-bid meetings with prospective general contractors in order to answer questions. The consultant shall also assist RTA staff in responding to technical questions submitted in writing during the bid period.

**Deliverables:** 100% construction documents including final drawing set and specifications book, close out of design issue log. Electronic deliverables shall be in pdf and CAD format. The consultant shall also furnish one full size printed copy of 100% set.

### Task 9: Cost Estimates and Management of Project Budget

At the 30%, 60%, and 90% stage, the consultant shall complete a detailed and comprehensive cost estimate of the project including appropriate design contingency and year of expenditure. The consultant shall maintain a running value engineering (VE) log to document potential VE solutions and appropriate savings. The consultant shall work with the RTA to identify appropriate VE solutions and/or modify project scope in order to keep the estimated cost within the project budget and to maintain a robust construction contingency as the project moves into the construction phase.

If bid prices come in substantially higher than the final project cost estimates completed in this Task, the consultant shall work with the RTA to make revisions to the project scope, construction documents, and bid package to achieve a lower bid price in line with the cost estimates and project budget. Changes to the project design to respond to bid overruns shall not be an additional service and shall be subsumed within the consultant's cost proposal herein.

Deliverables: Cost estimates at the 30%, 60%, and 90% stage, Value Engineering log.

### Task 10: Safety and Hazards Analysis

Incorporating both RTA and FTA practices and protocols and with the input of RTA Safety staff, the consultant shall complete a comprehensive preliminary hazard analysis of the 30% design. This report shall document potential safety hazards and risk mitigation measures and shall note safety considerations that will have to be addressed as the design advances to 100% construction documents. The consultant shall track safety concerns in a hazards log that will be continually updated as the design progresses.

The Consultant shall prepare a second iteration of the hazard analysis at the 60% design stage. The results of this analysis and the accompanying updated hazards log will be incorporated into the 90% and 100% drawing sets with the goal of minimizing safety issues upon project completion.

**Deliverables:** Safety and Hazard Analysis at the 30% design stage, updated at the 60% design stage. Running hazards log to track safety questions, concerns, and outstanding issues.

### **Task 11: Construction Administration**

As the project progresses from the bid to the construction stage, the consultant shall be responsible for performing standard construction administration tasks for a design/bid/build method of project delivery. These tasks shall include but not be limited to:

- Attending regular construction meetings with the RTA and selected contractor
- Responding to Requests for Information (RFI)
- Reviewing and approving submittals
- Providing architect's supplemental instruction (ASI) as needed
- Completing regular site inspections to verify the quality of work and conformance to the drawings and specifications. This includes inspections, field visits, and quality control, as appropriate in relation to the procurement of rail and rail infrastructure as described in Task 4
- Reviewing change order requests for reasonableness
- Providing construction close out services including punch list review, certifying substantial and final completion, and reviewing and approving the final close out package from the contractor (as-built drawings, manuals, warranties)

**Deliverables:** Standard construction administration services as described above.

### Task 12: Testing and Commissioning

The selected consultant shall oversee and coordinate a comprehensive testing and commissioning process for all newly installed infrastructure along the St. Charles Streetcar Line, including rails, switches, frogs, mates, signals, and embedded track systems. Testing shall verify that all components meet required specifications for alignment, geometry, electrical continuity, structural stability, and safe integration with existing power and signaling systems.

All testing must be conducted in coordination with RTA operations and safety teams, and conform to all applicable local, state, and federal regulatory and safety standards. The consultant is responsible for resolving any deficiencies identified during this phase and confirming that the corridor is fully prepared for revenue operations.

**Deliverables:** Comprehensive test results and reports, Final certification of operational readiness, signed by a licensed professional engineer.

### PROPOSAL REQUIREMENTS

Interested applicants must provide RTA with the following information and responses to questions stated below. RTA reserves the right to reject all responses. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then RTA, in its sole discretion, may terminate negotiations and reissue a Request for Quote, a Request for Qualifications, Request for Technical Proposals, or a Request for Proposals or it may determine that no project will be pursued.

### **Contractor Information (1 page)**

- Contractor Name
- Contractor Address
- Name of Contact Person
- Contact Phone Number
- Contact Email Address
- Date Submitted to RTA

### **Project Understanding (maximum of 3 pages)**

Outline objectives of the project, significant opportunities and constraints and key issues.

### **Experience (maximum of 4 pages)**

- Reference projects that demonstrate expertise and experience with streetcar and rail
  infrastructure, streetcar operations and operational best practices, right of way design and
  engineering, complete streets principles, the Americans with Disabilities Act and accessible
  design.
- List any additional projects considered relevant to this scope of work.
- Include client references for each project cited in this section.

### **Project Team (maximum of 4 pages)**

• Describe the proposed staffing structure, including team organization and how the various staff and team members align with the myriad technical skills that this RTP calls for.

- Provide narrative information on the proposed project roles and responsibilities and qualifications of project principals and key staff members, including subcontractor staff.
- You may propose team members not listed in the prequalification application. Changes to the staffing should be reflected in the current proposal document. For staff not included in the prequalification application, please also include:
  - O A written assurance that all individuals not listed in the pre-qualification application and identified on the current RTP will be performing the work and will not be substituted with other personnel or reassigned to another project without RTA's prior approval.
  - o A resume for each <u>new</u> staff person not included in original RFQ submission (page limit of 2 pages per staff person. These pages do not count towards the 4-page section limit).
- Please note that subcontractors must be part of the team originally submitted in contractor's proposal for RFQ #2020-035 unless the RTA has previously approved in writing changes to the contractor's team.

### Proposed Project Plan (maximum of 6 pages)

Using the Background, Scope of Services and Project Deliverables above as a guide, propose a project plan, which details your proposed project approach. Include what provisions are identified for dealing with potential impacts, impediments, or conflicts. Provide a thoughtful, nuanced project plan that demonstrates your appreciation of project risks and opportunities and that highlights any unique technical skills and approaches that you will bring to the project. Include estimated timeframes for the identified project activities.

### **Hourly Billing Rates**

Firms should also submit:

- Hourly billing rates for permanent staff by project role (e.g. Project Manager, Analyst)
- For subcontractors, name of subcontractor and/or subcontractor firm, hourly billing rates by project role (e.g. Project Manager, Analyst)

### **SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following weighted criteria:

- **Technical Approach & Project Understanding (50%)** Demonstrated comprehension of project requirements and sound execution plan.
- Relevant Technical Experience & Past Performance (50%) Experience with similar transit infrastructure and accessibility projects and references from past clients.

### INSTRUCTIONS FOR RTP QUESTIONS AND COMMUNICATIONS

In lieu of a pre-proposal conference and to ensure fair and equal access to information about this RTP, questions may be emailed to <a href="mailto:capitalprojects@rtaforward.org">capitalprojects@rtaforward.org</a>. Questions must be received by the time and date listed in RTP Timeline Submission section above. No questions will be accepted after the deadline. A summary of all questions and responses pertaining to this RTP will be emailed to all pre-qualified firms by date listed in the RTP Timeline Submission section above.

### **INSTRUCTIONS FOR RTP SUBMISSION**

Firms should email their proposals to <u>capitalprojects@rtaforward.org</u>. All proposals must be received by the time and date in the RTP Timeline Submission section. Upon receipt of proposals, applicants will receive an email indicating that the submission has been received.

### Exhibit 1 – Detail about Track Condition and Trackwork Needs

### **Project Information - St. Charles Streetcar Line:**

Tracks around Harmony Circle are in need of replacement with new tracks. Over the past 25 years, water intrusion has decayed the bottom of the STW (special track work), frogs, mates and switches in the area. Howard at Carondelet Street to St. Joseph Street rails will need replacement with new tracks due to cracks at the base of joints that were repaired by RTA welders. Asphalt alone tracks in the Project Area will be replaced with concrete. There have been two prior phases of this work (replacing asphalt with concrete) that have already been completed in the downtown area, and there is a third phase that is currently underway. All of these prior phases of work are outside of the Project Area. In phase 1, approximately 2,718-feet of asphalt was removed and replaced with concrete around tracks in the downtown loop. In phase 2, approximately 3,258-feet of asphalt was removed and replaced with concrete around tracks in the downtown loop with phase 3-remaining. Around Harmony Circle to Carondelet Street and St. Joseph Street, the asphalt next to the rails is breaking due to water intrusion over the years.

### **SCOPE:**

The track replacement component of this project involves saw cutting and removing a 62 ½" inch wide section, 8" down to the concrete foundation in between the tracks and a 12" wide section 8" down to the concrete track foundation on the outsides of rails. Remove rails and STW, around Harmony Circle and adjoining street segments in the Project Area and replace with new approximately 2,422 ft of new rails and STW.

**Exhibit 2 – Photographs of Track Conditions** 



Decaying mate in Harmony Circle



Welding repairs in Harmony Circle

# New Orleans Regional Transit Authority



Welding repairs in Harmony Circle



Harmony Circle – current condition

# New Orleans Regional Transit Authority



Harmony Circle - current condition

### Exhibit 3 – St. Charles Avenue Streetcar Inspection Reports





# St. Charles Streetcar Downtown Loop Track Replacement Phase IV RTP# 2025-04

**Infinity Engineering Consultants, LLC.** 4001 Division Street. Metairie. LA 70002

Raoul V. Chauvin, III, P.E. - Principal Partner (504) 304-0548 | rchauvin@infinityec.com

Submitted: June 6, 2025

Infinity Engineering Consultants, LLC is pleased to submit to the Regional Transit Authority of New Orleans our project proposal for the comprehensive engineering design for the replacement of existing rails and other embedded special trackwork along the St. Charles Streetcar line, located within and around Harmony (Tivoli) Circle. Phase IV of the Downtown Loop Pavement Project represents a critical investment in the long-term safety, reliability, and accessibility of New Orleans' historic streetcar network. This project aligns closely with Infinity Engineering's extensive experience providing the RTA with professional consulting services for streetcar infrastructure across the City of New Orleans.

Infinity has a longstanding history of delivering engineering design services for all four of the RTA's streetcar lines. On three of these—St. Charles Avenue, Canal Street, and Rampart-Loyola—Infinity developed detailed track designs involving the specification and procurement of specialized components and embedded trackwork materials. The firm also possesses in-depth knowledge of the Downtown Loop Phase IV project, having previously served as the prime consultant for the overall Downtown Loop Paving Initiative before it was divided into multiple phases. Infinity successfully led and completed Phases I and II of the repaving work, further demonstrating our expertise in streetcar infrastructure design and construction management.

Infinity's multidisciplinary team is uniquely qualified to address the complex needs of Phase IV—from the design and procurement of specialty track components to the development of construction phasing strategies that ensure continuity of transit service. For the Phase IV project, Infinity will provide professional consulting services for Project Management, Civil, Structural, & Electrical Engineering, Streetcar Track Procurement, and Construction Administration. To meet the full scope of the project, Infinity has assembled a highly capable team of subconsultants, including:

- AECOM Cost Estimating, Safety & Hazard Analysis, and QA/QC
- GoTech, Inc. Surveying and Civil Engineering for Utility Conflict
- Urban Systems, Inc. Traffic Engineering
- T. Baker Smith, LLC. Subsurface Utility Engineering
- The Beta Group Geotechnical Engineering

Over Infinity's 21 years of providing engineering consulting, we have enjoyed a strong and collaborative relationship with the Regional Transit Authority. We look forward to the opportunity to continue this partnership and to contribute to improving transportation infrastructure for our community. Thank you for your time and consideration of Infinity

Engineering's technical proposal. Please do not hesitate to

reach out should you have any questions.

Raoul V. Chauvin, III, P.E.

**Principal Partner** 

(504) 304-0548 | rchauvin@infinityec.com

# **Project Understanding**





The New Orleans Regional Transit Authority (RTA) is advancing its goals for transportation modernization and infrastructure renewal through the design and construction of the St. Charles Streetcar – Downtown Loop Track Replacement, Phase IV project. Infinity Engineering understands that the scope of this project is to address critical rail and trackwork deficiencies in the St. Charles Avenue streetcar infrastructure, specifically within key problem areas around Harmony (Tivoli) Circle, Howard Avenue, and Carondelet Street. Over time, this heavily used corridor has experienced progressive deterioration due to age, environmental exposure, and sustained operational demands.

Phase IV of the Downtown Loop project includes the professional engineering design and construction administration of specialized streetcar components and special trackwork to accommodate 400-, 900-, and 2000-series streetcars currently in use as well as the potential new modern, low-floor vehicles. The scope also includes enhancements to rider and pedestrian safety through ADA-compliant improvements at stop locations and improvements to pedestrian and traffic signalization systems. In its current condition, the infrastructure poses an elevated risk of failure—particularly at complex track junctions and embedded crossings—where precise geometry tolerances are critical. Degraded ride quality, speed restrictions, and increasing maintenance demands have further limited RTA operations and placed strain on available resources.

The Downtown Loop Phase IV Track Replacement Project serves as a pivotal component of the RTA's broader Streetcar System Modernization Plan, which is focused on enhancing system reliability, safety, accessibility, and overall customer experience. This project presents an opportunity to replace aging infrastructure with updated, durable systems and to incorporate design elements that accommodate potential future low-floor rolling stock as well as improve ADA compliance at streetcar stops. Additionally, the project will be closely coordinated with parallel initiatives such as the All Stops Accessibility Program (ASAP) and Modernization Program to ensure alignment with RTA's long-term goals. Through this effort, the RTA aims to preserve the historic character of the St. Charles Line while delivering a streetcar system that meets contemporary standards for accessibility, and public mobility.

### **Project Objectives:**

The primary objective of the project is to **replace approximately 2,422 feet of degraded track** infrastructure within the defined project area around Harmony Circle. The replacement is necessitated by deteriorating conditions such as significant rail wear, decaying special trackwork components (including switches, frogs, and mates), drainage issues, and structural failures due to long-term water intrusion and aging materials. A key element of this process is the precision saw cutting of the existing pavement to facilitate the removal of old rails and special trackwork (STW). Specifically, the scope includes saw cutting a 62.5-inch wide section between the existing tracks, as well as a 12-inch wide section on the outside edges of each rail, with both areas cut to a depth of 8 inches down to the underlying concrete foundation. This methodical removal process is essential for extracting the compromised rail elements.

In addition to addressing core infrastructure deficiencies, the project sets out to evaluate and incorporate a range of accessibility and safety improvements. The project will also address operational bottlenecks and safety concerns through **improvements to streetcar signalization systems** and enhancements to intersection preemption. A critical objective is to improve accessibility at streetcar stops by incorporating ADA-compliant boarding platforms, sidewalk extensions, and pedestrian features designed to meet current federal and local standards. These objectives align with broader planning efforts, namely the **All Stops Accessibility Program (ASAP)** and the **Streetcar Modernization Master Plan**, and contribute to RTA's vision of a more accessible, equitable, and efficient streetcar network.

### **Project Tasks:**

Infinity recognizes the Phase IV Downtown Loop project includes thirteen specific tasks for the professional consulting team to perform. To successfully complete each task, Infinity has partnered with five subconsultants to provide a comprehensive professional consulting services team to complete the Phase IV Downtown Loop project effectively and efficiently. The Infinity team includes the following professional consulting service firms:

- Infinity Engineering Consultants, LLC. Project Management; Civil, Structural, & Electrical Engineering; Streetcar Track Procurement; Construction Administration
- AECOM Cost Estimating, Safety & Hazard Analysis, and QA/QC
- GOTECH, Inc. Surveying and Civil Engineering for Utility Conflict
- Urban Systems, Inc. Traffic Engineering
- T. Baker Smith, LLC. Subsurface Utility Engineering
- The Beta Group Geotechnical Engineering

The Phase IV Downtown Loop project tasks include:

- Assist in Outreach Strategy and Implementation of Outreach Efforts
   Infinity Engineering and Other Applicable Subconsultants
- Current Conditions Assessment and Site Preparation
   Infinity Engineering; GOTECH; Urban Systems; T.Baker Smith; The Beta Group
- Emergency Track and Track System Repairs

Infinity Engineering; AECOM; GOTECH



Infinity Engineering

Rail Procurement Bid Package

Infinity Engineering

• 30% Schematic Design; 60% Design Development; 90% Permit Set and Permit Approvals Infinity Engineering; GOTECH; Urban Systems; AECOM

100% Construction Documents, Bid Package, and Bid Preparation Assistance

Infinity Engineering; GOTECH; Urban Systems; AECOM

Cost Estimates and Management of Project Budget

**AECOM & Infinity Engineering** 

• Safety and Hazards Analysis

**AECOM & Infinity Engineering** 

Construction Administration

Infinity Engineering & AECOM

Testing and Commissioning

Infinity Engineering & AECOM

**Key Opportunities and Constraints:** Infinity recognizes that Phase IV of the Downtown Loop project presents both opportunities and project constraints that warrant careful design consideration. To support effective rail replacement and traffic improvement design, Infinity offers the following key factors for consideration.

### **Opportunities:**

### **System Modernization and Standardization:**

The project offers a key opportunity to replace decaying and obsolete rail infrastructure, including grooved and girder rails with new, more durable systems, updated double tounged switches, frogs, and embedded track systems. Replacing outdated components with 115-pound T-rail and restraining rail configurations allows the RTA to standardize materials across multiple lines, simplifying future procurement and maintenance. Additionally, rehabilitating deteriorated track infrastructure will reduce service interruptions, minimize emergency maintenance, and allow for increased operating speeds, smoother ride quality, and reduced noise. Additionally, the updated track systems allows for further extension of the Howard Ave track to connect with the Loyola Line track.

### **Preservation of Historic Streetcar Line:**

The project offers a chance to preserve the streetcar's historic alignment and appearance while utilizing modern embedded track construction methods, ensuring long-term performance.

### **Integration with Broader Planning Efforts:**

The Downtown Loop Phase IV project is timed to align with two major RTA initiatives: the All Stops Accessibility Program (ASAP) and the Streetcar Modernization Master Plan. This coordination presents a strategic opportunity to advance cohesive, system wide improvements.

### **Enhanced Rider Accessibility and ADA Compliance:**

The project provides an opportunity to bring legacy stop locations along the historic St. Charles Ave. line into full ADA compliance with accessible stops, and the possible integration of level-boarding platform.

### **Multimodal Integration:**

The potential to incorporate transit priority measures (e.g., dedicated lanes, signal timing adjustments) and stop consolidation can streamline streetcar operations, reduce delays, and improve service efficiency. Redesign efforts at Howard Avenue and Harmony Circle can support better traffic signal coordination and multimodal interface with pedestrian, bike, and vehicle traffic in the CBD.

### Constraints:

### **Tight Geometric Tolerances in Embedded Track Zones:**

Existing curves, especially around Harmony (Tivoli) Circle, require precise alignment and design to maintain vehicle clearance envelopes. Minor deviations can affect streetcar stability and track wear.

### **Modernized Streetcar Vehicle Integration on Historical Lines:**

While the introduction of modern, low-floor streetcars presents an opportunity to enhance accessibility and expand system capacity, a key constraint for the Downtown Loop Phase IV project lies in ensuring compatibility between future vehicles and the existing streetcar infrastructure. The current track layout and curb geometry are designed to accommodate the legacy streetcar fleet, which may differ in dimensions, turning radii, and boarding heights from the anticipated modern vehicles. As a result, portions of the existing alignment—particularly within tight curves and embedded track systems—may require modification to support future operations. This constraint is tied to the outcomes of the RTA's Streetcar System Modernization Plan, which will determine the specifications of the future fleet and inform necessary design adjustments to ensure long-term operational compatibility.



### **Urban Traffic and Construction Phasing Challenges:**

Working in dense, high-traffic corridors like Howard Avenue and Carondelet Street limits construction access and staging areas. Minimizing impacts on vehicular traffic, pedestrians, businesses, and ongoing streetcar operations during construction will require detailed traffic control planning and phased implementation. Additionally considerations must be given to the construction impacts on the Mardi Gras Season

### **Aging and Incomplete Utility Records:**

Utility congestion beneath the streetcar alignment could present a major constraint. Records are often outdated or missing, especially around the historic core. This increases the risk of unforeseen utility conflicts and delays.

### **Tight Project Timeline and Long Lead Times:**

The necessity to procure specialized rail components with long manufacturing lead times introduces schedule risks. Delays in constructing specialized components and in shipping, could cascade into construction delays.

The Downtown Loop's proximity to major intersections, traffic corridors, and historic neighborhoods presents unique design challenges, necessitating close coordination with city agencies, utility providers, and other stakeholders to minimize disruptions and preserve the surrounding urban context. Both design and construction must be carefully phased to maintain streetcar service continuity wherever feasible. This will require a multi-disciplinary design team is closely with experience in modern transit systems, embedded rail replacement, and the preservation of historic streetcar infrastructure. As such, the following represents a high-level overview of each of Infinity's teaming partners:

### AECOM - Cost Estimating, Safety & Hazard Analysis, and QA/QC

AECOM is a global infrastructure consulting firm that delivers professional services across the project lifecycle—from planning, design, and engineering to program and construction management. Headquartered in Dallas, Texas, AECOM operates in over 150 countries and serves clients in the transportation, water, energy, environment, and buildings sectors. The firm is widely recognized for delivering large-scale, complex infrastructure projects, including urban transit systems, airports, highways, and resilient community developments. Within the New Orleans area, AECOM has led the streetcar line segment expansions on Rampart-Loyola and Canal Streetcar Lines.

### GOTECH, Inc. - Surveying and Civil Engineering for Utility Conflict

GOTECH, Inc. is a civil engineering and land surveying firm established in Baton Rouge, Louisiana in 1981. GOTECH's key personnel have expertise in performing engineering services that include civil engineering design, surveying, CADD drafting and construction inspection services. Our firm offers knowledge and technical ability in all fields of civil engineering practice including the design and preparation of construction plans for roadways involving developing including subsurface drainage and utilities conflicts. GOTECH's surveying services include boundary, topographic, hydrographic, elevation and site surveys. Our survey equipment features electronic total stations, data connectors, real-time kinomatic global positioning systems (GPS), and fathometer equipment.

### Urban Systems, Inc. - Traffic Engineering

Urban Systems, Inc. (USI) specializes in traffic engineering and transportation planning and has long been recognized for its technical expertise, analytical ability and imaginative approach to a wide range of traffic/transportation planning and engineering projects. With continuous service since 1974, our ability to bring a variety of experience to a project has proven valuable to our clients who are involved in improving transportation infrastructure in both urban and rural environments. Urban Systems, Inc. is a certified Disadvantaged Business Enterprise by the Louisiana , Mississippi, and Texas Unified Certification Programs, and a Women Business Enterprise, Certified-Active as a small entrepreneur with Louisiana Economic Development Hudson Initiative.

### T. Baker Smith, LLC. - Subsurface Utility Engineering

T. Baker Smith, LLC (TBS) is a fully integrated professional consulting firm dedicated to delivering successful outcomes for clients in the public works sector. Backed by over 75 years of combined experience, our qualified Subsurface Utility Engineering (SUE) team consistently delivers projects on time and within budget, while upholding the highest standards of quality through rigorous quality control protocols. Comprising experienced engineers, surveyors, and technicians, TBS's SUE team leverages advanced technology and industry expertise to help clients identify and mitigate the risks and uncertainties associated with underground utilities. By locating existing utilities during the early stages of a project, we help reduce the potential for costly utility conflicts, ultimately improving project efficiency, minimizing delays, and lowering long-term costs. Subsurface Utility Engineering is a proven practice that adds value throughout the entire project lifecycle.

### The Beta Group - Geotechnical Engineering

The Beta Group Engineering & Construction Services is a geotechnical engineering firm based in Gretna, Louisiana, specializing in subsurface exploration, materials testing, and resident inspection. Since 1997, TBG has completed over 8,000 projects, supported by a team with 125 years of combined experience. The firm offers a full range of geotechnical services including foundation analysis, pavement design, and pile load testing, as well as construction materials testing such as pile logging, vibration monitoring, concrete and asphalt inspection, and specialty testing.

# **Team Experience**

Infinity possesses an extensive resume of past successful projects involving RTA streetcar expansion and rehabilitation projects. Over Infinity's 21 year history, the firm has provided professional engineering services for all four RTA streetcar lines. These project experiences act as an invaluable resource to our approach to designing the streetcar track replacement around Harmony Circle. Presented below are just a few pertinent projects showcasing the expertise held by Infinity's civil/structural team in regards to streetcar related engineering projects.

### St. Charles Streetcar Line Downtown Loop Phases I & II

Location: New Orleans, LA | Completed: March 2022 Construction Cost: \$4.600.000 | Prime Consultant

Contact: Martin Posposil (No longer with RTA) | 504-827-8393

Infinity developed plans and specifications for the replacement of deteriorated streetcar track pavement along St. Charles Avenue and Carondelet Street in downtown New Orleans, an area commonly known as the "Downtown Loop." In this corridor, the streetcar tracks are embedded within the surrounding pavement, which was in poor condition and

required frequent maintenance by the Regional Transit Authority (RTA). To address persistent maintenance issues, the RTA engaged Infinity to design long-term improvements. The scope of work included the **removal of asphalt between the rails** and a two-foot-wide strip along the outside of each track. These areas were **replaced with new concrete pavement** to enhance durability and reduce maintenance needs. The design also incorporated repairs to adjacent asphalt pavement to ensure a smoother, more uniform, and resilient roadway surface.

### **Canal Blvd. and City Park Avenue Streetcar Line Extension**

Location: New Orleans, LA | Completed: October 2018 Construction Cost: \$9,000,000 | Prime Consultant

Contact: Stephen Mitchell (No longer with RTA) | (504) 400-6308

As the prime consultant for the final phase of the Canal Streetcar Line, Infinity Engineering led the design of a multimodal transportation hub that safely and efficiently integrated streetcar service, bus lanes, vehicular traffic, bicycle lanes, and pedestrian pathways. Serving as project manager, Infinity oversaw the extension of the streetcar tracks to Canal Boulevard, culminating in a terminus located within the first turnaround bay. Infinity's multidisciplinary team provided comprehensive civil, mechanical, and electrical engineering services. In-house design responsibilities included the streetcar track foundations, catenary system (track power and support poles), terminal lightning protection systems, and the design and coordination of underground utility relocations. This integrated approach ensured a cohesive and functional transit hub that enhances connectivity and mobility for the area.





### **Riverfront Streetcar Line Track Repair and Special Track Procurement**

Location: New Orleans, LA | Completed: August 2023 Construction Cost: \$750,000 | Prime Consultant

Contact: Martin Posposil (No longer with RTA) | 504-827-8393

Infinity Engineering served as the prime consultant for the **repair and replacement of approximately 17,000 linear feet of track** for the RTA Riverfront Streetcar line across two lines of track. This line roughly traces a floodwall along the edges of the historic New Orleans French Quarter. The streetcar line has cross-overs at both terminating ends, as well as a quarter-grand-union at the base of Canal Street.



Infinity provided civil engineering designs for the replacement of the existing special track in its entirety from the upriver starting point to the first station at John Churchhill Chase. Within this section of track, a single slap-switch and frogs were significantly worn and required replacement. Additionally, Infinity provided designs for the **tamping of ballast** material along the full length of both track directions. During the tampering operations, the **track was realigned to adjust the elevation** and lateral position of the rails to bring them back into gage and tolerance. Infinity oversaw the project from initial designs through project close-out, which included resident inspection services.

### St. Charles Avenue Streetcar Line ADA Stops

Location: New Orleans, LA | Completed: December 2020

Construction Cost: \$714,000 | Prime Consultant

Contact: Stephen Mitchell (No longer with RTA) | (504) 400-6308

Infinity provided the engineering designs for the **reconfiguration of six streetcar stops** for the Regional Transit Authority. The redesigns ensured each of these stops meets ADA guidelines so passengers of all abilities can utilize the St. Charles Avenue streetcar line.



To bring the six stops to ADA standards, Infinity drafted the following design measures:

- Widened the median to provide adequate exit width adjacent to the streetcar stop
- Altered the traffic lanes (striping) as prompted by the widening of the median
- Altered the parking lane (striping and curbing) to delete spaces where encroached upon
- Modified sidewalks and added ADA ramps to intersection four corners as well as at median crossings
- · Relocated utility conflicts that were encountered, such as drainage inlets and manholes

### **Carrollton Double Crossover Widening**

Location: New Orleans, LA | Completed: In Design Construction Cost: \$1,700,000 | Prime Consultant

Contact:Rafe Rabalais | 504-827-8361

Infinity is serving as the prime consultant for the Carrollton Avenue Double Crossover Widening project at the terminus of the St. Charles Streetcar line. The project scope includes **widening the existing track alignment** to accommodate the new special trackwork and reconfiguring the adjacent U-turn to better accommodate tractor-trailer turning movements. The redesigned geometry reduces the risk of vehicle encroachment on the median and streetcar infrastructure, improving both safety and durability. Infinity is also designing the integration of a **new wayside streetcar control system** into the crossover, allowing streetcars equipped with transponders to automatically switch to the available track at the terminus. This system will be installed alongside a **replaced overhead voltage contactor** as part of modifications to the Overhead Catenary System (OCS). Both control systems remain operable to ensure compatibility during the broader fleet upgrade. Infinity's scope of services included final design, preparation of construction documents, **coordination of special trackwork procurement**, bid-phase support, and full construction administration.

### **Carrollton Ave. Terminus Streetcar Shelter and Display Case**

Location: New Orleans, LA | Completed: 2013 Construction Cost: \$750,000 | Prime Consultant

Contact: Martin Posposil (No longer with RTA) | 504-827-8393

Infinity provided engineering design and construction administration services for the installation of a custom-designed streetcar shelter and display case at the terminal intersection of Carrollton and Claiborne Avenues. The scope of work included the structural



design of the grade beam foundation, **demolition of existing pavement**, and engineering support for steel fabrication and erection, as well as **electrical wiring and utility connections**. Infinity coordinated closely with Entergy to facilitate the acquisition of low-voltage power required for shelter lighting and the operation of card vending kiosks. The project required precise integration of structural and electrical systems within a constrained urban environment, ensuring both functionality and aesthetic continuity with the RTA's St. Charles Ave. streetcar line.

### **Loyola Avenue to Union Passenger Terminal Streetcar Line Expansion**

Location: New Orleans, LA | Completed: January 2013

Construction Cost: \$20,000,000 (Infinity Portion) | Sub Consultant

Contact: Jonathan McDowell (AECOM) | 225-663-4309

As a subconsultant to AECOM, Infinity provided utility conflict and relocation designs for the Canal Street streetcar line expansion along Loyola Ave to Union Passenger Terminal. The overall Loyola Avenue Streetcar expansion included the design of a new streetcar rail system network, which called for underground utilities assessment and relocation, new



tracks, shelters, and catenary systems. Infinity was tasked with producing **subsurface utility (water lines, sewage, and drainage) conflict and relocation design** as well as construction drawings and record specifications. The subsurface utility design included the relocation of 20" and 30" water mains and valves. Special considerations were given to the placement of the overhead catenary system to verify the new pole locations did not interfere with utilities.

### **Louisiana Gateway Port Railway Extension**

Location: Belle Chasse, LA | Current Status: In Design Construction Cost: \$12,500,000 | Prime Consultant

Contact: Charles Tillotson | 504-682-7920

Infinity Engineering is serving as the prime consultant for the design and project management of a **new 11-mile railroad extension** of the **existing New Orleans and Gulf Coast Railway Co (NOGC) line** to the future site of the Louisiana Gateway Terminal (LGT). The beginning of the extension is planned at the edge of the CPRA Mid-Barataria Sediment Diversion Project and near the Mississippi River levee. The extension is proposed to traverse towards Highway 23, crossing in front of Ironton, and follow along the path of Highway 23 until it turns back towards the Mississippi River. Infinity is taking over the project from another professional consulting firm; therefore, the Infinity team has reviewed over 250 project files to determine which designs and survey services remain applicable.

It is anticipated that the rail extension may result in the replacement and/or modification of existing features where the

rail alignment conflicts with structures that are located within these industrial properties. Infinity is coordinating with industrial property owners (Kinder Morgan and Venture Global) to determine the conflicts and revise the final designs. Infinity is also coordinating with the US Army Corps of Engineers to ascertain Section 408 review during the permitting process. Additionally, Infinity is working alongside 360 Rail Services to complete this rail extension project.

### **Additional Notable Infinity RTA Projects:**

- Rampart Streetcar Line Expansion Utilities & Construction Specifications
- Canal Street Ferry Terminal CMAR Design
- Four Seasons Hotel Expansion Foundation Streetcar Track Removal & Replacement
- Non-Advertisement Shelter Design and Installation
- Algiers Ferry Universal Barge Design Replacement
- Napoleon Avenue Transit Station Historic Building Restoration

### AECOM: Cost Estimating, Safety & Hazard Analysis, & QA/QC

### **SEPTA Trolley Modernization Program Management**

Location: Philadelphia, PA | Prime Consultant



Beginning in 2015 AECOM has been one of SEPTA's trusted colleagues as SEPTA began the long process of modernizing their rail transit system. The public face of their modernization program is the change from their existing fleet of vehicles and transitioning from their existing trolley system and historic trolleys to a modern streetcar. AECOM provided services to three different takes associated with the SEPTA Trolley Modernization Program, which started with the **Trolley Modernization Feasibility Study** and continues today as assisting as **SEPTA's Program Manager**. The Trolley Modernization Program has dramatically improved a vital component within the SEPTA transit system and provided enhanced service to the local communities. By implementing **level boarding**, **new vehicles**, improved wayfinding, and dedicated station stops, the program has created a accessible, faster, and easier-to-use trolley system. Trolley Modernization consists of a multitude of interrelated projects—each with inherent dependencies— that collectively achieve the ultimate goal of transforming a 100-year-old system into a revolutionary mode of transit travel.

### **Amtrak ADA Stations Program Improvements**

Location: Philadelphia, PA | Prime Consultant

Since 2009, as lead partner of a Joint Venture, AECOM has managed a nationwide station improvement initiative that began with oversight of Amtrak's \$1.3 billion Stimulus Act Program (ARRA) and transitioned into management of The ADA Stations Program (ADASP). AECOM continues to lead the ADASP by providing a multitude of services. ADASP is making physical improvements to over 390 of Amtrak's intercity rail transportation stations, bringing them in compliance with Title II of the Americans with Disabilities Act of 1990. The program has many facets of work including station design, coordination with third parties, including the FRA IDOT and Metra, cultural assessments and preservation, land surveys, station assessment and compliance, geotechnical services, program management and construction management. AECOM performed land surveys and assessments documenting existing site conditions for the stations. The information was used to develop a base map and helped established the basis of design.

### City of Phoenix Public Transit Department Facility Condition Assessment Services

Location: Phoenix, AZ | Prime Consultant

The Facilities and Contracts Division contracted AECOM to perform facility condition and Americans with Disabilities (ADA) survey for the Public Transit Department's facilities across the city. AECOM conducted a comprehensive Americans with Disabilities Act (ADA) survey to assess accessibility compliance across the city's transit facilities. The survey focused on evaluating public access routes, entrances, restrooms and other key infrastructure elements to identify potential ADA deficiencies. This assessment was integrated into the broader facility condition evaluation to provide actionable recommendations for corrective measures, ensuring compliance with ADA standards. The collected data was leveraged to inform capital planning efforts and enhance accessibility for all transit users. The facility assessments included over 808,289 square feet, 16 buildings, and 132 acres.

# **GOTECH: Civil Engineering for Utility Conflict & Surveying North Rampart Street (St. Claude Avenue) Rail Expansion**

Location: New Orleans | Subconsultant



GOTECH worked on the Rampart Street Rail Expansion project for the New Orleans Regional Transit Authority (RTA). The project 7,300 feet in length project covered the area from Canal Street to Elysian Fields Avenue, along the Rampart Street Corridor. Working as a subconsultant to AECOM, GOTECH provided **surveying and mapping services** on the project. For the surveying phase on the project, GOTECH field crews obtained topographic, drainage, utility manhole, elevation, and cross section survey data throughout the project area. GOTECH worked closely with the subsurface utility engineers and with the utility relocation engineers to **identify the existing infrastructure locations**.

### **Loyola Avenue Streetcar Rail Expansion**

Location: New Orleans | Subconsultant



GOTECH served as the engineering and surveying subconsultant for the RTA's Loyola Ave. Rail Expansion project. The project area extended from the Union Passenger Terminal to Canal St. (approx. one mile in length). Working as a subconsultant to AECOM, GOTECH provided civil engineering and surveying services on the project. For the surveying phase on the project, GOTECH field crews obtained **topographic**, **drainage invert**, **manhole**, **elevation**, **and cross section survey data** throughout the project area. GOTECH CADD drafters then updated and refined the existing mapping documents by integrating new survey data points into the project plan / profile sheets. Survey technicians descended into the 125-year-old structure to obtain detailed interior measurements that were critical to the design of the project. GOTECH engineering and drafting personnel provided civil engineering services on the Loyola Street RTA project. GOTECH analyzed the existing storm water runoff drainage system impacts. Other engineering duties included cross section preparations (TIN model development), typical section drafting, quantity calculations, demolition plan development, geometric evaluations, **design of track drainage components** and pedestrian access geometric designs.

# **Urban Systems: Traffic Engineering Read Boulevard Transit Evaluation**

Location: New Orleans | Subconsultant

The primary objective of this project was to assess the feasibility and impact of converting



the northbound outside lane on Read Boulevard into a bus staging area, extending the existing two-lane configuration between Dwyer Road and Nature Center Boulevard. A secondary objective, contingent on the feasibility analysis, was to **develop a pavement marking and signage** plan to facilitate the lane conversion. To achieve these objectives, USI conducted a multi-phase analysis, beginning with an on-site design review. Key tasks included **collecting seventy-two-hour volume counts** for up to eight lanes on Read Boulevard and gathering turning movement counts at up to three intersections during peak periods. When traffic impacts were identified, USI proposed potential mitigations such as adjusted lane configurations and signal timing to maintain efficient peak-hour operations.

### **Loyola Ave Streetcar Canal Street to Union Passenger Terminal Rail Expansion**

Location: New Orleans | Subconsultant

Urban Systems was on Archer Western's team for the Streetcar Rail Expansion from Canal Street to Union Passenger Terminal on Loyola Avenue. Urban Systems prepared schematics of the traffic control strategy. Additionally, Urban Systems **created Traffic Control Devices Plan** (TCDP), which met The City of New Orleans and MUTCD standards. The TCDPs facilitated traffic safely and efficiently through the traffic control zone. Plans included lane closures, complete street closures, and associated detours. Temporary signal locations included: Canal Street, Tulane Avenue, Howard Avenue, Julia Street, Elk Place, Perdido Street, and Poydras Street

# T. Baker Smith: Subsurface Utility Engineering Calcasieu River Bridge SUE

Location: Lake Charles, LA | Subconsultant



The purpose of the project is to replace the existing I-10 bridge crossing Lake Charles. This is **one of the largest SUE projects in the history of LADOTD**. TBS provided Quality Level B and Quality Level A SUE services as well as Utility Coordination during Design There are numerous pipelines throughout the corridor due to the abundance of chemical plants in the area, so determining the location of these pipelines was crucial to the design of the project. The City of Westlake utilities such as water, sewer, and gas proved to be difficult to locate and the records were outdated and unclear. A combination of designating, test holes, and ingenuity was used to properly map out these utilities. Utility coordination was used to inform the utility companies of the impact the project would have on their facilities.

### Parish Road 929 @ Parker Rd. Roundabout SUE and Surveying

Location: Prairieville, LA | Subconsultant

As part of Ascension Parish's Move Ascension Transportation Program, T. Baker Smith, LLC was selected by Buchart-Horn to provide topographic surveying, property surveys, Right of Way maps and Subsurface Utility Engineering services for the design of a roundabout at Parish Road 929 and Parker Rd. in Prairieville, LA. The length of survey and SUE services extended along all four legs of the proposed roundabout.

The Subsurface Utility Engineering (SUE) services were performed in strict accordance with CI/ASCE 38-02 guidelines for all utilities within 125' of either side of the roadway along all four legs of the proposed roundabout. The SUE services extended for a distance of 1,000' each direction. Quality Level D-B services were provided for all utilities within the 250' wide area of interest and Level A services were provided for any utility with a diameter greater than 4" which crossed the roadway. Subsurface utilities designated as part of the SUE services included water mains, buried electrical services, buried telephone, buried fiber optic telephone, fiber optic television, television, natural gas transmission pipelines, gas mains and sanitary sewer lines. Overall, TBS designated nearly 37,000 linear feet of subsurface utilities and performed Level A minimally invasive excavations via TBS' vacuum truck at twenty (20) locations including major water mains and gas pipelines.

**Project Team** 

Infinity Engineering recognizes the Downtown Loop Phase 4 is a high-profile project with significant importance to the RTA. The successful completion of this project will not only preserve the continued operation of a National Historic Landmark, but also lay the groundwork for the RTA's future modernization projects. The project's location at Harmony Circle presents unique logistical challenges, given its high visibility, daily commuter traffic, and proximity to key cultural and civic destinations.

Harmony Circle serves as a vital corridor into and out of the Central Business District and provides access to majorcultural attractions, including The National World War II Museum, Ogden Museum of Southern Art, NOCHI Culinary School, and the Museum of the Southern Jewish Experience. Additionally, Harmony Circle is a critical junction for the traditional Mardi Gras Route. The success of this project therefore requires a strategic and coordinated approach that minimizes disruptions while addressing the needs of diverse stakeholders.

To meet these challenges, Infinity has assembled a multidisciplinary team designed to deliver technical services for the full project scope, as well as seamless coordination of the team from design through construction. Each of Infinity's subconsultants has worked with the firm previously, many of which on streetcar related projects. Infinity Engineering will lead the effort, providing project management, as well as in-house civil, structural, and electrical engineering services. The firm will also handle streetcar track procurement and oversee construction administration. To address specialized aspects of the project, Infinity has engaged a team of experienced subconsultants:

- AECOM will lead cost estimating, safety and hazard analysis, and provide an additional layer of quality assurance/quality control across all deliverables.
- GOTECH, Inc. will perform surveying services and assist with civil engineering related to utility conflict resolution.
- Urban Systems, Inc. will provide traffic engineering, with a focus on streetcar operations, signal coordination, and lane modifications within a constrained urban environment.
- T. Baker Smith, LLC will conduct Subsurface Utility Engineering (SUE) to locate and assess underground utilities, helping to reduce construction risk and mitigate conflicts.
- The Beta Group will provide geotechnical engineering, ensuring soil and subgrade conditions are fully accounted for in the design and construction phases.

The unique skills and cumulative expertise of our highly experienced team are reflected in the innovative nature of our projects and our ability to deliver comprehensive solutions. Infinity further assures that only personnel identified in the pre-qualification application and as stipulated in the current Request for Proposals (RFP) will be assigned to this effort. No substitutions or reassignments will be made without prior written approval from the RTA. Aligned with the project scope, Infinity has designated key roles and personnel to lead each aspect of the work necessary to successfully complete this vital infrastructure improvement along the historic St. Charles Avenue streetcar line.

### **Infinity Engineering Consultants, LLC.**

### Project Management / Track Procurement / Engineering Design / Construction Administration

### Ricardo, Contreras, P.E. - Project Manager | Foundations Civil/Structural Engineer

Ricardo Contreras, P.E. brings over 31 years of civil engineering expertise to the role of Project Manager for the Downtown Loop Phase IV project. As Infinity's Civil Engineering Manager, Mr. Contreras leads interdisciplinary teams with a focus on quality, collaboration, and effective delivery. Mr. Contreras's deep understanding of civil infrastructure—ranging from roadways and drainage systems to complex site utilities—makes him exceptionally qualified to oversee the track and infrastructure improvements to the Harmony Circle project area.

Mr. Contreras has a longstanding record of success managing transit and streetcar-related projects for the New Orleans Regional Transit Authority (RTA). Mr. Contreras's leadership on projects such as the Carrollton Double Crossover Widening demonstrated his ability to devise innovative, solutions that enhance transit operations while respecting right-of-way and traffic constraints. Additionally, Mr. Contreras was responsible for **overseeing the reconfiguration of track geometry, revisions to overhead catenary systems**, and development of specialized procurement documentation, Mr. Contreras's project management role on the St. Charles ADA Stops further reflects his capacity to lead design teams through technically nuanced challenges. This project required the reconfiguration of existing medians and traffic lanes to accommodate ADA-compliant platforms, and Mr. Contreras ensured successful execution by coordinating closely with the Owner and ensuring full QA/QC oversight.

### Michael Riviere, E.I. - Streetcar Track Procurement | Civil Streetcar Track Designer

Michael Riviere, E.I. holds a varied career in civil and structural projects, with a **significant focus on rail systems design**, particularly through his extensive work with the Regional Transit Authority of New Orleans. Mr. Riviere's experience also lends itself to roadway design and drainage design, enabling him to handle complete street reconstructions that also include rail line integration.

Mr. Riviere's extensive experience with the RTA is evident through several key projects. One such project included Mr. Riviere preparing plans and specification notes for the removal and reinstallation of the double track section of the Riverfront Streetcar line. This complex project required coordination with the New Orleans Public Belt Railroad (NOPB) to maintain the operation of grade crossing signals and involved the relocation of the power source. Notably, during the removal process, rails were cut and cataloged for reinstallation, and the other track material (OTM) was stockpiled.

Mr. Riviere also provided designs for the RTA Loyola Avenue expansion of the streetcar lines to Union Passenger Terminal. This encompassed the creation of construction drawings and record specifications, as well as the identification and design of utility conflicts. Mr. Riviere's responsibilities extended to the design of utility relocation for storm and sanitary drain lines and manholes, and waterlines, valves, and vaults ranging from 8" to 30" in diameter. This was necessary to clear the way for the new streetcar guideways and avoid an existing century-old brick box culvert. Streetcar related projects Mr. Rivere has performed at Infinity Engineering include:

- Carrollton Ave Double Crossover Track Replacement
- St. Charles Streetcar Line: Downtown Loop Pavement Replacement Phases I & II
- Canal Street Line Extension Canal Blvd. & City Park Avenue Transportation Hub
- Four Seasons Hotel Expansion Riverfront Streetcar Line Removal and Replacement

### Rachel Kenney, P.E. - Infinity QA/QC

As Chief Engineer at Infinity Engineering Consultants, Rachel Kenney brings over 24 years of structural and civil engineering experience, managing complex infrastructure projects from concept to construction. Ms. Kenney oversees Infinity's entire portfolio, providing executive leadership in program management, multidisciplinary team supervision, QA/QC, and the development of specifications and construction documents. Ms. Kenney has successfully led high-profile projects involving transportation systems and critical public facilities, including the RTA Canal Street Ferry Terminal CMAR and the East Bank Wastewater Treatment Plant Flood Protection. Ms. Kenney's extensive experience with CMAR delivery, structural inspections, and inter-disciplinary coordination positions her as a key technical and quality control authority for the Downtown Loop Phase IV project. Having worked on many RTA projects, Ms. Kenney is well versed in the RTA's quality standards. Under her leadership, Infinity works to verify designs are safe, constructible, and aligned with agency requirements and stakeholder expectations.

### Cindy Gallo, P.E. - Assistant Project Manager | Subconsultant Liaison

Cindy Gallo brings over ten years of project management and civil/structural engineering experience to her role as Assistant Project Manager and Subconsultant Liaison for the Downtown Loop project. As Infinity Engineering's Project Delivery Manager, Ms. Gallo leads interdisciplinary teams with a focus on timely project completion, technical excellence, and clear, proactive communication with clients and stakeholders. In her supporting leadership role on the Downtown Loop, Ms. Gallo would be responsible for day-to-day coordination with subconsultants, managing schedules and deliverables, and supporting the overall project manager in guiding the design and construction administration process. Her depth of experience includes complex infrastructure projects such as bridge replacements, urban drainage improvements, and multi-modal transportation enhancements.

Currently, Ms. Gallo is Infinity's project manager for the extension of 11 miles of rail for the Louisiana Gateway Port . Ms. Gallo's background also includes extensive client and agency coordination, utility relocation oversight, ADA compliance design, and permitting, making her a vital contributor to the successful delivery of infrastructure improvements in complex urban environments.

### Stuart Hart, P.E. - Stormwater Management and Drainage Design

Stuart Hart, P.E. is a Licensed Professional Civil Engineer with over 12 years of experience delivering comprehensive civil infrastructure solutions throughout the Greater New Orleans region. At Infinity Engineering, Mr. Hart plays a vital role in the planning and implementation of drainage and roadway improvement projects with a focus on long-term resilience, environmental sustainability, and community benefit. For the Downtown Loop project and related infrastructure work, Mr. Hart brings extensive experience in surface and subsurface drainage design, utility coordination, and roadway rehabilitation. Mr. Hart has successfully led and supported the development of stormwater management strategies that include traditional and green infrastructure solutions, such as rain gardens, underground detention systems, and permeable pavements.

### Kevin Hurtt, P.E. - Construction Administration | Structural Engineering

As a licensed Professional Engineer and Infinity's Construction Administration and Structural Engineering Lead, Kevin Hurtt brings five years of specialized experience in the analysis, design, and inspection of civil and structural systems across transportation, marine, utility, and industrial sectors. In the Downtown Loop Phase IV project, Mr. Hurtt supports both field and design activities, leveraging his extensive background managing roadway rehabilitations, wharf and bridge repairs, and utility infrastructure improvements. Mr. Hurtt oversees Infinity's resident inspection services and plays a key role in coordinating multidisciplinary teams, managing subcontractors, and ensuring compliance with project specifications and regulatory standards.

### **Robert Haydel - Roadway Pavement and Drainage Design**

Robert Haydel brings over 17 years of experience in civil engineering, with a specialized focus on urban drainage, hydrologic and hydraulic modeling, and infrastructure assessment. As a key contributor to Infinity Engineering's role in the Downtown Loop project, Mr. Haydel's technical expertise and leadership in stormwater system design and channel hydraulics were instrumental in advancing project objectives related to flood mitigation, roadway reconstruction, and drainage enhancement.

Mr. Haydel's responsibilities on drainage-related infrastructure projects have included modeling existing systems using the EPA Storm Water Management Model (SWMM), evaluating capacity improvements, and integrating green infrastructure solutions. Mr. Haydel's background in sediment transport, river morphology, and disaster damage assessment positions him uniquely to understand the complex hydrologic challenges facing New Orleans and similarly vulnerable urban environments. In the Downtown Loop project context, Mr. Haydel has guided multidisciplinary teams through the evaluation of drainage conveyance systems, design of canal and culvert replacements, and coordination with adjacent utilities and structures.

### John Lawrence, P.E. - Electrical Engineer: Signalization Power

John Lawrence, P.E., serves as the Electrical Engineering Manager at Infinity Engineering, bringing more than 34 years of electrical engineering experience across industrial, municipal, and utility infrastructure projects. With a deep foundation in power and control systems, SCADA technologies, and electrical instrumentation, Mr. Lawrence has led the design and implementation of complex electrical systems throughout Louisiana and the Gulf South. A central highlight of Mr. Lawrence's high-voltage experience is his work for the Sewerage & Water Board of New Orleans' West Power Complex, where he acted as the Principal Electrical Engineer and Project Manager for the design of high-voltage duct banks and manhole networks. The project involved routing and coordinating 13.8kV and 34.5kV underground feeder systems, pull calculations, and layout of manholes and utility terminations. Mr. Lawrence also developed plans for above-ground high-voltage routing to the Sycamore substation.

### **Additional Available Infinity Engineering Personnel**

### Raoul V. Chauvin, III, P.E. - Principal Partner | Client Relations

Raoul Chauvin is a licensed professional engineer with over 35 years of experience in mechanical systems design and project leadership across municipal infrastructure, marine terminals, and industrial facilities. As a Principal Partner at Infinity Engineering Consultants, Mr. Chauvin oversees all mechanical system designs and serves as the primary client liaison, ensuring clear communication, responsiveness, and alignment between project stakeholders and design teams. For the Downtown Loop project, Mr. Chauvin brings a strategic, client-focused perspective shaped by decades of delivering mechanical engineering solutions under tight budgetary, scheduling, and environmental constraints. His expertise in large-scale drainage and infrastructure projects positions him as a key contributor to stakeholder coordination and high-level project oversight.

### William Thomassie, P.E. - Principal Partner | Civil/Structural Advisor

As Principal Partner of Infinity Engineering Consultants, William Thomassie brings over three decades of experience in civil and structural engineering, leading the firm's engineering production across a wide range of infrastructure and marine-based projects. With active professional registration in fifteen states, Mr. Thomassie serves as a registered supervising professional and is relied upon to guide design development, cost estimating, and public coordination on complex transportation and infrastructure projects.

In the Downtown Loop project, Mr. Thomassie serves as the firm's Civil/Structural Advisor, lending direct oversight to the design and integration of civil infrastructure elements, utility coordination, and structural systems. His ability to navigate design complexity, utility conflicts, and transportation logistics in urban environments makes him a vital asset to the project team.

Infinity's total full-time staff includes eleven (11) professional engineers, four (4) engineering interns, three (3) engineering graduates, ten (10) AutoCAD designers, three (3) resident inspectors, as well as supportive administrative personnel. Infinity is prepared to add additional team members to the Downtown Loop Phase IV project to successfully complete the track replacement efficiently and effectively. Key members of the Infinity subconsultant team follow.

### AECOM: Cost Estimating, Safety & Hazard Analysis, & QA/QC

### **Deputy Project Manager – Jonathan McDowell, P.E.**

Mr. McDowell has over 28 years experience as a Project Engineer and Project Manager for a wide variety of transportation and public infrastructure projects throughout New Orleans and southeast Louisiana. His roles have included all phases of transportation and site development projects for various local public agencies. Mr. McDowell has participated in the RTA streetcar program since 2003. His critical design roles include access management, road safety, and compliance with ADA and PROWAG on roadway and site projects. Mr. McDowell's RTA project experience has included: RTA, Restoration of the Rampart and Canal Street intersection following the Hard Rock Collaps; RTA, Rampart Street/St. Claude Avenue Rail Expansion; and RTA Loyola Avenue Canal Street to the UPT Rail Expansion.

### **Project Manager – Bill Norquist, P.E.**

Mr. Norquist has over 41 years of experience in the design, planning, construction, and maintenance of rail transit and freight railroad projects in the US and abroad. He is a Sr. Project Manager and an AECOM Technical Manager for Rail and Rail Transit

design. His involvement in rail transit, streetcar and New Orleans projects included the project management, technical supervision of the design of track and other technical disciplines and providing construction phase design support services. Mr. Norquist's professional experience includes the following representative projects: RTA, Rampart Streetcar Line: Emergency Recovery Project; RTA, Rail Expansion (Streetcar) Final Engineering Rampart Street/St. Claude Avenue; and RTA, Canal Street to Union Passenger Terminal Rail Expansion

### **GOTECH: Civil Engineering for Utility Conflict & Surveying**

### **GOTECH Project Manager - Bruce Dyson, P.E., PLS**

As a registered Professional Land Surveyors, Mr. Dyson oversees and assists in the production of all GOTECH's surveys. Mr. Dyson holds an extensive background in performing boundary, topographic, and hydrographic survey as well construction stakeout.

### **Professional Land Surveyor - Robert Price, PLS**

Mr. Price is a licensed professional land surveyor with more than 20 years of experience in the development, coordination, and management of land surveying and mapping projects. Mr. Price's varied project experience includes property boundary surveys and right-of-way map preparation along with detailed topographic survey data collection.

### **GOTECH Chief Engineer – John Schexnayder, P.E., CFM, CSM**

Mr. Schexnayder is a registered professional civil engineer and serves as a project manager at GOTECH, Inc. His duties include design, coordination, technical construction document preparation, specification preparation, and quality control review for projects. Mr. Schexnayder also represents GOTECH as a project manager at meetings with public, federal, state and local government and private owners. Mr. Schexnayder has a variety of experience on drainage improvement projects, sewer system design, pump station upgrades, roadway design, site work design and cost estimating. He also has experience in hydrologic and hydraulic modeling and analysis.

### **Urban Systems: Traffic Engineering**

### Principal In Charge of Traffic Engineering - Alison C. Michel, P.E., PTOE, PTP, RSP2i

Ms. Michel will serve as the Principle in Charge of the Traffic Engineering tasks. Her designs of pedestrian signals have been focused on identifying phasing sequences to encourage pedestrian compliance which is a key factor that affects safety. She will perform the final QA/QC of deliverables.

### Traffic Engineering / Design Analysis, and TMP's - Nicole H. Stewart, P.E., PTOE

Ms. Stewart will be the project manager for the traffic engineering tasks. She has designed numerous traffic signals with and without pedestrian accommodations. Ms. Stewart has conducted safety studies for public and private clients to improve mobility and safety in areas with high volumes of pedestrian and bicyclist activity.

### T. Baker Smith: Subsurface Utility Engineering

### SUE Lead Professional - TJ Stokes, PE

TJ Stokes, PE leverages 15 years of experience providing engineering services in the transportation industry. As practice leader, he composes and manages integrated project teams to ensure transportation clients' needs are met and exceeded. TJ gained his knowledge of LADOTD procedures during his tenure in the Road Design Section and utilizes this information to help coordinate and communicate between the multiple disciplines required to produce the highest quality of deliverable. He successfully manages numerous SUE projects specializing in transportation and roadway projects. As the Lead Professional for Utility Engineering, he is currently overseeing the completion of LADOTD and MDOT retainer contracts along with numerous other public and private client projects. He also has extensive experience managing and overseeing utility coordination and design projects. TJ maintains the ATSSA Traffic Control Supervisor certification.

### **SUE Project Manager - Perry Smith**

Perry Smith is a SUE Project Manager with over 21 years of experience in the utility field and has served in various roles. His field experience for LADOTD projects began in 2017 where he has been involved in dozens of SUE projects of various sizes across the state of Louisiana. He has participated in all stages of a utility project from field data collection to final deliverable preparation. Perry has a thorough knowledge of ASCE 38-22, and the technology required to achieve the necessary quality levels. He is a certified ATSSA Traffic Control Supervisor (TCS).

### SUE Field Manager | QA/QC - Kaleb Brooks

Kaleb Brooks is the SUE Field Manager in the Baton Rouge, LA office. He is primarily responsible for managing and the coordination of SUE field associates and equipment. As a SUE field manager, Kaleb works with the Project Manager and project team in delivery of Subsurface Utility Engineering projects. Kaleb performs quality control on all fieldwork to ensure the most accurate utility information.

### The Beta Group: Geotechnical Engineering

### **Geotechnical Engineer – Alex Jaramillo**

Prior to joining The Beta Group, he gained experience with several civil and geotechnical engineering firms in positions such as: geotechnical field and laboratory testing technician and project engineer. As a geotechnical engineer, Mr. Jaramillo has managed projects varying from residential to heavy industrial. Currently, Mr. Jaramillo is responsible for all geotechnical activities including subsoil explorations, completion of soils laboratory testing, geotechnical analyses for projects and completion of the geotechnical report. Mr. Jaramillo is also fluent in Spanish. Representative projects include: Bayou Terre Aux Buefs Ridge Restoration Armoring, Proposed Roadway Borings Tammany Terrace Subdivision, Proposed Gretna-Burmaster Transfer Facility and Proposed Lincoln Beach Development Project

# **Proposed Project Plan**

Infinity Engineering proposes a phased, multidisciplinary approach to completing the St. Charles Streetcar

- Downtown Loop Track Replacement, Phase 4 project. Infinity project plan **prioritizes rail procurement, design efficiency, ADA and safety compliance, and minimal service disruption**. The following outlines Infinity's proposed project plan by tasks identified in the original request for technical proposal.

# ► Assist in Outreach Strategy and Implementation of Outreach Efforts (Task 1) Time: Duration of the Project

Infinity anticipates that the RTA will lead community engagement activities during the early stages of planning and design. Our team stands ready to support these efforts as needed, with the scope and level of our involvement guided by RTA and its community outreach consultant. Historically, Infinity's support for similar outreach initiatives has included the production of poster-sized display boards, illustrative graphics, and other visual aids to communicate project scope, phasing, and impacts.

For example, during the Canal Street Cemetery Terminal Project, Infinity developed a detailed video simulation model to help the public visualize the proposed improvements in context. While more advanced products like simulations require additional planning and lead time, most standard materials can typically be developed within a shorter amount of time. In all cases, Infinity is committed to attending public meetings to provide technical expertise, answer questions from the community, and support RTA staff in conveying the goals of the project.

### **Establish Communication and Reporting Channels**

Infinity prides itself on the firm's reputation for responsive communication. Infinity understands clear communication between the design team and the RTA will be vital to the successful expedited completion of the Downtown Loop Phase 4 project. Upon receiving a notice to proceed, the Infinity team will develop alongside the RTA a project communications plan that forms the basis of expectations around timely and effective communications. This plan will identify the specific stakeholders who should receive communications as well as the communication channels (virtual software, email, and phone) to be used throughout the duration of the project. Our team will work to maintain active communications with the RTA and key stakeholders to ensure everyone receives the information needed for a successful project completion.

# ► Condition Assessment, Field Investigations, and Site Preparations (Task 2) Time: 6 to 8 Weeks

The site assessment portions of the project will involve contributions from multiple Infinity subconsultant team members, each bringing specialized expertise to create a thorough foundation for design. Infinity will begin with a **comprehensive conditions assessment**, utilizing detailed visual inspections to evaluate signs of metal fatigue, corrosion, rail wear, and deterioration in the embedded track components. The team will document existing track geometry, including gauge, alignment, cross-level, and vertical profile. Advanced measurements tools—such as laser scanning technology—will be employed to detect and quantify deviations, identify critical defect locations, and record adjacent features including lane striping, parking zones, pedestrian pathways, and streetcar boarding areas.

To address traffic signal timing and streetcar preemption needs, we will engage Urban Systems as a traffic engineering subconsultant. The Urban Systems team will lead the analysis and **redesign of traffic signals and transit signal priority systems** at Harmony Circle and connecting project area streets, ensuring improved coordination between streetcar operations and vehicular traffic. Urban Systems will begin with a detailed traffic count and an assessment of existing signal infrastructure. This data will inform the development of a **traffic simulation model** for key intersections, allowing the team to evaluate performance and test scenarios for improved traffic flow.

Infinity has partnered with **GOTECH** to collect topographic survey data to support surface design elements and provide utilities conflict engineering. To complement this work and mitigate the risk of utility conflicts during construction, **T. Baker Smith** will perform Subsurface Utility Engineering (SUE) services using a combination of geophysical methods and targeted potholing. This investigation will identify and map underground infrastructure—including water mains, gas lines, fiber optic conduits, and other utilities—particularly in areas around Harmony Circle where historical records may be incomplete. Infinity's prior experience on projects such as the Loyola Streetcar, Rampart Streetcar, and Canal Cemetery Terminal has demonstrated the importance of **accurate utility mapping**; in each case, reliance on outdated records posed a significant risk. The proactive use of SUE in those projects resulted in more complete designs and significantly reduced the potential for costly change orders during construction.

Simultaneously, while performing initial site assessment tasks, the Infinity team will keep in the forefront goals of the **ASAP initiative** to improving accessibility. It is expected that findings from the Modernization Plan will be available to incorporate into reports and models in this task.

► Emergency Track Repairs (Task 2.5) Time: 4 to 6 Weeks As outlined in the released addendum, currently there is an urgent need for the expedited development of an emergency repair bid package to be conducted immediately following the assessment of current conditions. This task will prioritize the stabilization of the most vulnerable segments of track and embedded track systems, enabling short-term service continuity while the broader design and procurement efforts advance. The Infinity team will collaborate closely with RTA staff to identify high-risk track segments based on field data, visual assessments, and input from maintenance personnel. Infinity will simultaneously evaluate the availability of replacement rails and track components that can be sourced and installed quickly. Based on Infinity's assessment and design work on the Carrollton Double Crossover project, the civil team will explore the potential reuse of existing track components that are currently set to be removed from the Carrollton Avenue median.

# ► Overall Project Management & Coordination (Task 3) Time: Duration of the Project

At the outset, Infinity will initiate the project with an internal kickoff meeting and an external coordination session with RTA, as well as the consultants leading the ASAP and Streetcar Modernization Plan projects. From the kickoff meeting, a **comprehensive project schedule** will be developed to outline all major milestones from rail procurement through final construction, incorporating risk mitigation strategies and permitting timelines. '

Infinity's assigned Project Manager, Ricardo Contreras, P.E., will proactively manage risks that could impact the schedule or budget, implementing strategies to minimize delays and cost overruns. Rigorous oversight of project activities will be maintained to ensure schedule and budget compliance. Mr. Contreras, P.E. will also be responsible for controlling scope changes, maintaining clear communication with stakeholders, managing expectations, and resolving any conflicts that may arise.

Regular coordination meetings with the RTA Capital Projects team will be held to track progress, identify and address challenges, and provide a clear forecast of upcoming tasks. Infinity will document all meetings thoroughly, including action items from bi-weekly sessions with the RTA team. Project records maintained by Infinity will be organized and readily available for submission to the RTA and the Federal Transit Administration (FTA), as required.

### ► Rail Procurement Bid Package (Task 4) Time: 8 to 10 weeks + 2 weeks for RTA review

### (Assuming definitive direction and timely information from the Modernization Study consultant.)

Based on the field data collected and preliminary findings from the traffic simulation model, Infinity's design team will initiate development of the Rail Repair Procurement Package. Infinity will finalize rail alignments based on ongoing coordination with the RTA's rolling stock team to ensure compatibility with both heritage and potential low-floor streetcars. As outlined in the RTP, this package is to be expedited and completed in advance of the 30% Schematic Design milestone. The RTP addendum references a potential "short-term" repair bid package to maintain operational continuity of the streetcar service during design and procurement phases. Infinity interprets this to mean that the rail package and the broader schematic design effort—particularly the elements defined under "Additional Project Scope"—may proceed concurrently, but will follow different timelines due to the urgent procurement needs associated with key track components.

The primary rationale for advancing this rail package on an accelerated timeline is the anticipated long lead times for specialized materials such as rails, frogs, double tongue switches, and switch machines—many of which are custom-fabricated and increasingly difficult to source. Early identification of required components and procurement logistics is critical to avoiding downstream construction delays. Accordingly, the package will include a **detailed bill of materials**, **technical specifications**, **and a preliminary storage and delivery plan** designed to align with **phased construction scheduling**.

### **Key Design Considerations**

For the rail package, key design considerations will include the specification of rail type, material composition, and potential modifications to existing track alignments to accommodate both historic and modern low-floor vehicles. Based on Infinity's prior experience on similar RTA streetcar projects—including the Canal, Loyola, Rampart, and Canal Cemeteries lines—we anticipate utilizing an **embedded track system configured with 115-pound T-rails paired with fabricated restaining rails**. This configuration **replaces girder guard rails**, which are no longer readily available in the United States, and has demonstrated excellent durability, ride quality, and ease of maintenance in recent applications.

The replacement of special trackwork elements—including frogs, tongue & mates, and switches—will be **custom-engineered to meet the operational needs of both legacy streetcar models** (e.g., the 400-, 900-, and 2000-series) **and future low-floor rolling stock.** These designs will account for vehicle dynamic envelopes, track gauge, wheel-rail interface, and compatibility with tight-radius geometry common within the Downtown Loop. Special attention will be given to curve radii, transition lengths, and the elimination of reverse curves. Where possible, tangent track will be introduced before and after curves in accordance with rail vehicle manufacturer recommendations, such as those from Siemens, to enhance safety and minimize long-term wear. All design specifications will comply with current APTA

and AREMA standards, in addition to RTA's technical requirements.



Utilizing topographic and utility survey data, Infinity's design team will model horizontal and vertical track geometry using Civil 3D. The rail package will include plan and profile drawings, cross-sections, and alignment details to facilitate fabrication, installation, and quality control. The rail design will be integrated with future considerations, including platform height adjustments and catenary system requirements, particularly if the RTA pursues the implementation of modern low-floor vehicles. These vehicles typically feature longer lengths and tighter turning constraints than the current heritage fleet, which may necessitate modifications to track layout, street geometry, travel lanes, curbs, and adjacent pedestrian boarding areas.

This accelerated rail design effort is essential to maintaining the project schedule and minimizing disruption to transit operations. By isolating long-lead procurement needs from the broader project scope and resolving critical technical issues early, Infinity will help the RTA reduce construction delivery risk and provide greater certainty in project budgeting.

### **▶** 30% Schematic Design (Task 5)

### Time: 12 to 14 weeks + 2 weeks for RTA review

While the rail procurement package is underway, Infinity will initiate the 30% Schematic Design phase, covering both the core project scope and any applicable additional project scope. This phase will integrate new track geometry with essential streetcar system components, including the track foundation, signaling, and overhead power. Additionally, Infinity will conduct up to two page-turn reviews with RTA staff and other key stakeholders within the 30%, 60%, and 90% phases of design.

A key concern in the core scope is the existing ballast foundation, which has deteriorated significantly due to age, water intrusion, and inadequate drainage. In response, Infinity proposes the **replacement of the ballast system with a more resilient, low-maintenance alternative**; such as a reinforced concrete track slab, modeled on the successful installation at the Canal Street Cemetery Transit Center project. This approach has been shown to improve structural performance, reduce vibration, and minimize future maintenance. Enhanced subsurface drainage features will be integrated to prevent water accumulation and extend the life of the new infrastructure.

Infinity has a proven track record in complex urban streetcar environments. As the **prime consultant** for the Canal Street Cemetery Transit Center project, Infinity transformed what RTA and the Department of Public Works (DPW) once described as "the most dangerous intersection in the city" into a safe, multimodal transit hub. The project included ADA-compliant ramps, platforms, and shelters for streetcars and buses, along with upgraded signals and pedestrian pathways. These same design principles will guide our approach to the Downtown Loop Phase IV.

Within the additional project scope, Infinity will redesign the streetcar stops around Harmony Circle and along Howard Avenue to meet or exceed ADA accessibility requirements. These upgrades will include the possible inclusion of level boarding platforms, sidewalk extensions, and curb modifications to support safe and efficient boarding. Where space is constrained, the Infinity team will consider **platform buildouts** into parking lanes to achieve required widths without compromising travel lanes, specifically along Carondelet Street and the St. Charles Ave downtown loop.

### **Modernization Plan Considerations**

Special consideration will be given to the turning radii and clearance envelopes required by modern, longer streetcar vehicles. Our design will **support both the existing heritage fleet and potential future low-floor vehicles**, enabling the RTA to preserve operational flexibility while modernizing its system. This includes precise curb and platform geometry adjustments to accommodate constrained turning paths at Harmony Circle and other tight-radius segments within the Downtown Loop. Infinity's experience with ADA improvements is well-established. In 2020, Infinity completed the design for **twelve ADA-accessible streetcar stops along the St. Charles Line**. While those improvements were not intended for the original historic streetcars, they successfully introduced accessibility enhancements for the replica ADA complaint streetcar vehicles, setting a precedent for creating modern upgrades along a historically significant corridor.

For signal infrastructure, Infinity's schematic design, in partnership with Urban Systems, will include a comprehensive assessment and upgrade of the streetcar signal systems. This includes the **integration of wayside detection loops and/or overhead sensor systems compatible with current traffic signal controllers.** These improvements will allow for streetcar priority movement at intersections while maintaining safety for pedestrians and vehicular traffic. Updated signal timing plans will be developed in conjunction with traffic modeling data to reduce delays, improve flow, and account for phased construction needs. Additionally, the signal system design will consider future system extensions along Howard Avenue and potential service expansion.

Given the density and complexity of downtown utilities and transportation networks, the Infinity team will continue its practice of proactive interagency coordination. This includes working closely with the RTA, DPW, the Sewerage & Water Board, Entergy, telecommunications providers, and other stakeholders to align construction timelines, avoid conflicts,

and minimize disruptions. Coordination with the RTA's All Stops Accessibility Program (ASAP) will also *Infinity* occur throughout the design process to maintain consistent universal design principles across projects.



To sustain transit service continuity during construction, Infinity will develop a construction phasing and traffic control plan. Where necessary, route detours utilizing buses may be implemented in strategic phases—allowing work on Carondelet Street to proceed independently from construction on Harmony Circle. This approach minimizes service interruptions and maintains a safe, predictable experience for riders and nearby office/cultural attraction stakeholders.

All specifications and design documents will adhere strictly to EPA and Louisiana Department of Environmental Quality (LDEQ) regulations governing the handling, removal, and disposal of rail-related materials, including wooden ties, ballast, and steel components. Where feasible, Infinity will identify components suitable for reuse-such as from the Carrollton double crossover project—and coordinate their salvage, documentation, and reintegration into the system to support cost efficiency and sustainable construction practices.

### ► 60% Design Development (Task 6)

### Time: 10 to 14 weeks + 2 weeks for RTA review

The 60% Design Development phase represents a critical progression from schematic concepts to detailed technical documentation. At this stage, Infinity's focus will shift from broad design intent to the refinement of geometry, integration of utility coordination, constructability, accessibility, and performance requirements. Infinity will begin by incorporating all feedback received from the RTA, DPW, and other key stakeholders during the 30% schematic design reviews. Revisions will be integrated across all core project elements, including track geometry, platform configurations, ADA enhancements, signal infrastructure, and drainage systems. Civil 3D models will be updated to reflect horizontal and vertical alignments, cross-sections, and grading, supported by detailed utility base mapping.

The embedded track system will be further detailed, including final subgrade preparation, pavement sections, joint layouts, and drainage structures. Special trackwork-such as frogs, double switch tongues, switch machines, and wayside controls—will be dimensioned and cross-referenced with vendor specifications to ensure constructability and long-lead procurement accuracy.

All proposed streetcar stops within the project area will be advanced to 60% design detail. This will include dimensioned site plans showing platform lengths, widths, curb ramps, detectable warning surfaces, shelter footprints (where applicable), and compliant slopes and landings. Infinity will continue to collaborate with the ASAP team to explore how platform designs can meet and exceed ADA compliance. Level boarding and low-floor vehicle compatibility designs will be based upon the recommendations from the RTA's Modernization Plan findings.

Traffic signal modifications and transit signal priority (TSP) infrastructure will be detailed in coordination with Urban Systems. The 60% plans will include layout drawings for detection zones, conduit runs, cabinet locations, and signal phasing modifications, as well as updated timing plans based on simulation results. Integration with existing controllers and intersection operations will be verified through field visits and agency coordination. Infinity will also work with the RTA and DPW to develop construction phasing strategies for signal modifications, ensuring that streetcar operations and vehicular traffic remain safe and efficient during installation.

Building on the utility mapping and SUE data gathered during schematic design, the 60% plans will identify any conflicts between proposed improvements and existing underground utilities. Where conflicts are found, the Infinity team, led by our teaming partner GOTECH, will prepare adjusted alignments or propose utility relocations in coordination with the Sewerage & Water Board, Entergy, telecommunications providers, and DPW.

This design stage will include development of preliminary construction sequencing plans. Infinity will identify logical work zones to facilitate staged construction-minimizing impacts on pedestrian access and traffic circulation. Each phase of construction will include corresponding traffic control concepts, detour routes, signage, and pedestrian accommodation strategies. These will be reviewed with RTA operations staff and the City's traffic engineering team.

### ▶ 90% Permit Set and Permit Approvals (Task 7) Time: 10 - 14 weeks + 2 weeks for RTA review

The 90% Design Development phase marks the transition to a near-final set of construction documents. At this stage, Infinity's focus will shift to refining technical accuracy, resolving outstanding design issues, incorporating final stakeholder input, and preparing the project for permitting, bidding, and phased construction. The 90% design will build upon the 60% Design Development submittal, incorporating all comments received from RTA, the Department of Public Works (DPW), Sewerage & Water Board, utility owners, and other stakeholders. Infinity will also finalize coordination with RTA's ASAP and Streetcar Modernization Plan consultants to verify alignment with concurrent and future system upgrades.

Infinity will complete detailed design documents that are essentially construction-ready. A key deliverable at this stage

is the detailed construction phasing plan. This plan will:



- Break down construction into logical stages by roadway corridor segment
- Sequence work to minimize disruption to vehicular and pedestrian access
- Define alternate routes for each phase for local traffic accessing hotels and office buildings
- Assist the RTA in developing strategies for maintaining transit operations
- Coordinate with RTA operations staff and public safety agencies to ensure safe implementation

# ▶ 100% Construction Documents, Bid Package, and Bid Preparation Assistance (Task 8) Time: 3 to 4 Weeks

The Infinity team's approach to the 100% Construction Documents phase focuses on delivering a complete, coordinated, and constructible set of plans and specifications that are ready for public bidding and contractor execution. This phase will synthesize all prior design development work, stakeholder feedback, permitting agency input, and constructability reviews into a final, polished bid package that reflects the full project scope. All unresolved design issues from the 90% submittal—captured in the design issue log—will be addressed and closed out.

Infinity will also assist RTA in the preparation of bid forms, general and special provisions, and any bid alternates or unit price schedules needed to support competitive procurement. Alongside **AECOM**, our team will conduct internal QA/QC reviews and coordinate cross-discipline checks to eliminate discrepancies or omissions. Additionally, Infinity will support the RTA during the bid phase by responding to contractor questions, issuing clarifications or addenda as needed, and participating in pre-bid meetings. The result will be a comprehensive and buildable construction document package that provides the clarity for the contractor to execute the project safely, efficiently, and in full alignment with the RTA's objectives.

# ► Cost Estimates and Management of Project Budget (Task 9) Time: Duration of the Project

Infinity's cost control strategy is grounded in a disciplined, milestone-based approach to design development. At each major submittal—30%, 60%, and 90%—we will deliver detailed, itemized cost estimates that reflect the evolving design and incorporate accurate quantities, current market pricing, and anticipated construction phasing. This progressive estimating process allows for early identification of cost drivers and enables proactive decision-making to keep the project aligned with the established budget.

To enhance cost accuracy and consistency throughout the project lifecycle, Infinity has engaged a seasoned cost estimating consultant, **AECOM**. Their extensive experience with transit infrastructure and urban public works projects lends itself to reliable, market-informed perspective on construction pricing. AECOM will also serve as a **QA/QC** partner during design development, reviewing quantity takeoffs, unit prices, and scope alignment to support cost and schedule predictability.

Value engineering will be applied strategically, with a focus on identifying meaningful cost savings and efficiencies that do not compromise safety, performance, or long-term durability. The value engineering process will begin as early as the 30% submittal and continue through the 90% stage, with all recommendations reviewed collaboratively with RTA staff. Measures under consideration may include deferring select elements of the project—such as phasing construction along Carondelet Street into a future contract—if doing so yields significant cost benefits without disrupting system operations. Infinity will also explore the reuse of structurally sound track components, such as frogs, mates, or crossover assemblies, where inspections confirm that performance and safety standards can be maintained.

# ► Safety and Hazards Analysis (Task 10) Time: Duration of the Project

Infinity recognizes that safety is paramount in the design and delivery of the new streetcar infrastructure, particularly in a dense, multimodal urban corridors such as the Downtown Loop. To ensure that safety considerations are fully embedded into the design process, Infinity has partnered with AECOM to lead the preparation of the **Safety Compliance Plan**. This plan will ensure conformance with FTA requirements and will provide a layer of independent oversight to confirm that all critical safety elements—such as track clearances, transition geometry, and special trackwork tolerances—are fully addressed and integrated into the procurement documents. AECOM will also contribute to the ongoing hazard analysis log and coordinate safety verification measures as the design progresses toward construction.

Safety mitigation strategies will be incorporated directly into the design—whether through geometry refinements, visibility improvements, barrier placement, signal phasing, or construction sequencing adjustments. Special attention will be given to areas with complex maneuvering, such as Harmony Circle, where tight turning radii, limited sightlines, and shared-use travel paths create higher operational risk.

## ► Construction Administration (Task 11)

**Time: To be Determined** 

Infinity Engineering's approach to the Construction Administration (CA) phase is centered on proactive communication,

technical oversight, and quality assurance. As construction begins, our team will maintain a consistent presence in the field, attending regular site meetings with the contractor, RTA project staff, and other stakeholders to monitor progress, address issues in real time, and coordinate construction activities with ongoing transit operations.

Infinity's construction administration services will include timely responses to Requests for Information (RFIs), evaluation and approval of contractor submittals, and issuance of Architect's Supplemental Instructions (ASIs) where clarifications are needed. These tasks will be executed with a focus on minimizing delays and ensuring continuity between design intent and field execution. Infinity's staff will conduct regular site visits to observe construction activities, verify that work is proceeding in accordance with the plans and specifications, and document progress through field reports and photo logs. Special attention will be paid to critical elements such as track alignment, subgrade preparation, special trackwork installation, signal and detection system integration, and ADA-compliant platform construction.

Toward the end of construction, Infinity will assist in the development and management of punch lists, conduct substantial completion inspections, and support the preparation of final closeout documentation. This will include reviewing as-built drawings, warranties, manuals, and operation and maintenance documentation submitted by the contractor. Our team will confirm that all project elements meet performance criteria and are ready for transition into the testing, commissioning, and revenue service phases.

### ► Testing and Commissioning (Task 12)

Infinity's approach to the Testing and Commissioning phase of the St. Charles Streetcar – Downtown Loop Track Replacement, Phase 4 project is designed to verify all infrastructure components are fully functional, integrated, and ready for safe public operation. This phase will begin with comprehensive functional testing of all newly installed track elements, including embedded rails, switches, frogs, and turnouts. These components will be inspected and tested to confirm compliance with project specifications, industry standards (such as AREMA), and operational tolerances. Specialty contractors, such as Erwin, may support in conducting rigorous performance tests and certification procedures, ensuring that every element of the rail system performs reliably under actual service conditions.

Signal systems and transit signal priority (TSP) infrastructure will also undergo detailed validation. Working in coordination with RTA operations staff, Urban Systems, and municipal traffic departments, Infinity will test the integration of preemption systems, detection loops, and traffic signal controllers. These tests will simulate real-time streetcar operations to confirm that signal timing, detection response, and preemption sequences function as intended. The objective is to ensure seamless coordination between streetcar movements and roadway traffic.

Throughout the commissioning period, Infinity will provide technical support during RTA-led operator training sessions. This includes assisting streetcar operators and maintenance personnel in understanding the operational nuances of the newly installed systems—particularly around switches, turnouts, and upgraded signalized intersections. Our field engineers will be available to answer questions, support live testing scenarios, and help resolve technical issues during the early service testing period, ensuring a confident and well-informed transition to public operation.

Final commissioning will involve a coordinated effort between Infinity, RTA, and specialty subcontractors to verify that all systems are functioning as a cohesive unit. This includes streetcar test runs along the corridor, verification of signal timing at intersections, inspection of stop integration and boarding platforms, and confirmation that all safety and operational criteria are met. Once all components have been tested and accepted, a licensed professional engineer will issue a final certification of readiness, formally confirming that the system is safe and fully prepared for public use.

### ▶ Closing

As a New Orleans Metropolitan Area-based firm serving clients across the Gulf Coast, Infinity brings a deep understanding of the region's topography, hydrography, and subsurface conditions. Our team consistently integrates local environmental factors into every design, leveraging firsthand experience with the unique challenges of the area. Because our firm is locally rooted we are intimately familiar with the area's silty clays, high groundwater tables, variable Mississippi River stages that impact excavation, and the seasonal weather extremes that define the Gulf Coast.

Presently, Infinity is in a phase of expansion, recently welcoming a civil Professional Engineer and civil Engineering Intern to our team. This growth phase reflects how Infinity currently **does not have a significant backlog** of project assignments. In fact, our engineering team is in the final stages of several projects. This progress leaves our resources unburdened and poised to tackle the Downtown Loop Phase IV project. While efficiency remains a central focus for Infinity, our unwavering commitment to top-tier design quality is equally vital. With Infinity's full-time staff of thirty-seven and our five teaming partners, we are confident that we have assembled a team with the streetcar infrastructure engineering expertise capable of effectively and efficiently completing the Downtown Loop Phase IV project. Infinity takes great pride in the many streetcar related projects our team has completed over the years. We respectfully request the Regional Transit Authority to select Infinity Engineering Consultants as the prime consultant to lead the design of the streetcar rail improvements around Harmony Circle. Should any additional resumes or examples be needed to ascertain the team's qualifications, please feel free to contact Raoul Chauvin, P.E. at rchauvin@infinityec.com.

# John Lawrence, P.E.

Electrical Engineering Manager Expertise: Industrial Power Systems



Mr. Lawrence brings over 34 years of experience in electrical engineering, project management, quality control, and the supervision of electrical design to the role of Infinity's Electrical Engineering Manager. Throughout his career, Mr. Lawrence has led numerous projects involving the installation of generators, lighting systems, and electrical instrumentation. Mr. Lawrence's deep electrical expertise spans power and control systems, SCADA technology, and instrumentation for a wide range of utility infrastructure. As Electrical Engineering Manager Mr. Lawrence oversees electrical scope development, schedule coordination, budgeting, estimating, and cost control. Additionally, Mr. Lawrence is also highly experienced in providing construction administration services for electrical projects.

### Jones Creek Road Greenfield Street Lighting - Baton Rouge, LA

Engineer of record overseeing the electrical design, and development of drawings for roadway lighting for a greenfield project extending Jones Creek Rd from Tiger Bend Rd to Airline Hwy. The electrical designs included electrical services and roadway lighting designed to MOVEBR Design Guidelines for the nearly 1.4-mile road expansion. The MOVEBR program added an additional design package for streetlighting along a new roundabout on Jefferson Highway.

### Metairie Road Street Lighting Improvements - Metairie, LA

Engineer of record overseeing the electrical designs for new street lighting along 1.3 miles of Metairie Road from Bonnabel Blvd to Severn Ave. The electrical designs call for the removal of the existing street lighting, as well as the installation of new fixtures and wiring. Infinity performed a lighting analysis as well as a photometric analysis to establish the required distribution and spacing of the new lighting fixtures.

### Colonial Club Drive Street Lighting Improvements - Harahan, LA

Engineer of record overseeing the electrical designs for new street lighting along Colonial Club Drive in Harahan, LA. Infinity's electrical scope calls for the removal of the existing street lighting and the design of new wiring and lighting for the approximately 3,200 feet of roadway. Infinity performed a lighting analysis as well as a photometric analysis to establish the required distribution and spacing of the new lighting fixtures.

### Colony Place Street Lighting - Metairie, LA

Engineer of record overseeing the electrical designs for new streetlights along a 1350' stretch of Colony Place from Eddy Rd. to West Metairie Ave. in Metairie, LA. Infinity's designs included new electrical service disconnect, installation of eleven new streetlights, and performing a lighting analysis to establish the distribution required for the light fixture.

### Contact

Office: 504.304.0548 jlawrence@infinityec.com Office Location: Metairie, LA

### Sewerage & Water Board West Power Complex - New Orleans, LA

Principal electrical engineer for the design of routing high voltage electrical distribution to the Sewerage & Water Board's proposed new West Power Complex. The electrical designs include the addition of underground electrical duct banks to run cables from the C7 interface to the substations. The electrical duct banks also required routing of the cables, location of manholes, and performance of pull calculations. Additionally, provided designs for the above ground high voltage cable routing between the utility rack and the Sycamore substation.

### Jefferson Parish Water Department New Electrical Generators - Marrero, LA

Project manager for the design to upsize new backup generators from 750kW to 1MW to provide for the full redundant power of the system at the Jefferson Parish water plant in Marrero, LA. The upsize modification required the modification of the existing switchgear to accommodate the new size of the backup generators to allow them to provide their maximum power. The new generators were designed to be diesel powered with a new day tank connected in parallel to the existing day tank with a new transfer valve between both tanks.

### **Active Professional Registration**

Professional Engineer Electrical #27941/ Louisiana

### **Years of Professional Service**

2 Years with Infinity34 Years Total

### Education

University of New Orleans Bachelor of Science: Electrical Engineering - 1990

# Kevin Hurtt, P.E.

Resident Inspector Manager

**Expertise: Infrastructure & Utilities** 



Mr. Hurtt holds over five years of experience of analysis, design, and inspection of civil/structural projects. When working on a engineering designs, Mr. Hurtt seeks to collaborate closely with clients to understand their needs in order to implement the project goals effectively and efficiently. Mr. Hurtt has experience coordinating with various disciplines, including electrical and mechanical, to ensure all phases of a project fit together seamlessly. Additionally, Mr. Hurtt serves as the Manager for Infinity's resident inspection and construction administration operations. Mr Hurtt often serves as a liasion between Infinity's inspectors, clients, and construction consultant to coordinate project timelines and the proper following of the project's construction drawings.

### West Metairie Avenue Roadway Rehabilitation Design & Construction Administration – Metairie, LA

Provided construction administration and managed resident inspection services for roadway and drainage improvement to (2) miles of West Metairie Avenue between Roosevelt Boulevard and David Drive. The project scope also included

the reconstruction of the adjacent sidewalks with side street turnout to meet ADA criteria.

### **Lakeshore Group C Street Reconstruction - New Orleans, LA**

Under the direction of Infinity's engineer of record, assessed existing drainage conditions and designed new pipe layout to improve drainage and meet current Orleans Parish requirements. Assessed existing street and side walk conditions and made recommendations for repair or replacement.

### Jourdan Road Wharf Substructure Repairs CMAR - New Orleans, LA

Participated as a project manager for a team that assessed the condition of an existing pile supported wharf facility operated by the Port of New Orleans. Designed pile repair methods for various pile conditions and accessibility. Also designed and prepared drawings for the demolition and reconstruction of a section of wharf. Coordinated with geotechnical and materials testing subcontractors. Project was designed on a CMAR basis.

### **SWBNO Static Frequency Changer Utility Rack - New Orleans, LA**

Designed a utility rack for the New Orleans Sewerage and Water Board's Carrolton Water Plant. The rack was designed to support thirty-eight 6" electrical conduits as well as gas, water, ammonia, and service air lines over a distance of approximately 1600 feet. The project also included the design of two 30-foot-tall pull box structures and an enclosed structure to transition the conduits from the rack to an underground duct bank. The design was completed using RISA-3D software.

### **Active Professional Registration**

Professional Engineer Civil #48668 / Louisiana

### **Years of Professional Service**

5 Years with Infinity 6 Years Total

### Education

University of New Orleans Bachelor of Science: Civil and Environmental Engineering - 2019

### FAA Part 107 sUAS

No. 4519050

### Contact

Office: 504.304.0548 khurrt@infinityec.com Office Location: Metairie, LA

Sewerage & Water Board Static Frequency Changer Utility Rack - New Orleans, LA Under the direction of Infinity's engineer of record, assisted in the design of improvements to an existing harbor facility. Tasks included design of column base plates and a structure to house oil disposal containers. The structure included a reinforced concrete slab, a spill control and secondary containment wall, and a roof. Design was completed using Bentley's RAM Elements software and traditional hand calculations.

### St. Charles Water Intake Platform - Norco, LA

Structural lead for a team that accessed and designed repairs for a St. Charles Parish Waterworks intake platform that suffer damage due to an alision. The designs included the stabilization of the platform and rehabilitation to return it to full working order.



### Stuart Hart, P.E.

Title: Senior Civil Project Engineer

Personnel Classification: Senior Civil Engineer

4001 Division Street Metairie, LA 70002 504-304-0548 www.infinityec.com

### **Experience:**

Infinity: < 1 Year

Total Career: 12 Years

### **Discipline:**

Civil/Structural Engineering

### Registration:

Professional Engineer

Louisiana No. 44884

TWIC Holder

### **Education:**

Bachelor of Science: Civil Engineering - 2014

### **Associations:**

American Society of Civil Engineers

Stuart Hart, P.E. is a Licensed Professional Civil Engineer with over 12 years of progressive experience in civil design engineering across the Greater New Orleans area. As a key team member at Infinity Engineering, Mr. Hart contributes to the planning and delivery of resilient infrastructure projects with a focus on floodwater mitigation, coastal protection, and sustainable public space development. Mr. Hart has led and supported the design of public roadways, traffic diversion plans, site grading, drainage systems, utility replacements, and coastal protection structures—frequently integrating green infrastructure such as rain gardens, permeable pavements, and underground stormwater

Mr. Hart brings deep technical expertise in AutoCAD Civil 3D and MicroStation, and is highly skilled in preparing construction drawings, technical specifications, and cost estimates. Mr. Hart's experience includes engagement with public stakeholders, interagency coordination, and use of triple bottom line analysis to evaluate long-term environmental, social, and economic project benefits. Mr. Hart brings to the Infinity team a collaborative approach and commitment to delivering high-quality, community-focused engineering solutions.

### 11/2024 - Present

storage solutions.

### Senior Civil Project Engineer

Infinity Engineering Consultants, LLC.

### Hickory Ave. to Elmwood Park Blvd. Waterline Improvements – Harahan, LA

Designed a new waterline along the shoulder of Hickory Ave. for a mile-long stretch of Jefferson Highway. Additionally created temporary traffic control plan for road closures along the stretch of highway.

### Port of South Louisiana Globalplex Facility Improvements – Reserve, LA

Performed peak flow calculations to assess the need for drainage improvements to the area surrounding the Globaplex building 71 at the Port of South Louisiana.

### IMTT St. Rose Containment Evaluation – St. Rose, LA

Imported surfaces from point clouds into AutoCAD Civil 3D software and analyzed existing surface conditions of the containment facility vs design requirements needed for various tank failure conditions.

### Lakeview Groups C and D Drainage Improvements – New Orleans, LA

Assessed and recommended various repairs to utilities and roads in the Lakeview Area.

### River Forest Lift Station No. 1 Rehabilitation – Laplace, LA

Oversaw the design of a lift station replacement in the River Forest neighborhood.

### 2018 - 2024

### Civil Project Engineer

Stantec Consultants

• Developed the layout of the Mid Breton Sediment Diversion visitors center parking lot and drainage design.

- Developed flood water protection plan for New Orleans Gentilly neighborhood using rain gardens canals and pervious pavements. Designed rain garden layouts and drainage for canals. Also used triple bottom line analysis software to quantify the social, economic. and monetary benefits of the project over next 50 years.
- Designed and engineered a coastal protection wall around sensitive coastal Louisiana areas in Jean Lafitte National Park using Civil 3D design software.
- Designed a stormwater retention system in the St. Bernard neighborhood in New Orleans using a combination
  of rain gardens and a large underground storage container. Also incorporated a public boardwalk with park
  areas into the design, along with baseball, basketball, and football fields that were built on top of the belowground storage container.

### 2014 - 2018

### Civil Engineer-in-Training

**Stanley Consultants** 

- Calculated dredge quantities and designed navigable canal channels for waterways in Plaquemines Parish. Inspected and evaluated catch basins for the Sewerage and Water Board of New Orleans for blockages and repairs.
- Developed plan, profile, and cross section sheets calculating material quantities for the Baton Rouge Taxiway F extension.
- Assessed pavement and roadway damage and planned repairs for the City of New Orleans Department of Public Works project in the Pontchartrain Park and Village De L'est neighborhoods.

### 2013

### Civil Intern

All South Consulting Engineers

- Coordinated with engineering and drafting disciplines to accurately represent damaged areas in AutoCAD drawings for submission to the City of New Orleans.
- Compiled reports containing evidence and road repair recommendations for submission to the Ci ty of New Orleans.
- Designed pipe flow systems using ArcGIS and WaterCAD software.

a. Name and title:  Jonathan McDowell, PE, Associate Vice President	a. Name and title:  Bill Norquist, PE, Vice President
b. Position or assignment for this project: Deputy Project Manager	b. Position or assignment for this project: Project Manager
c. Years of professional experience with this firm: 22 With other firms: 6	c. Years of professional experience with this firm: 25 With other firms: 16
d. Education: Degree / Year / Specialization BS, in Civil Engineering / 1996 / Louisiana State University	d. Education: Degree / Year / Specialization BST, Civil Engineering Technology / 1984 / Civil Engineering AST, Construction Engineering Technology / 1984 / Construction Engineering AST, Architecture, Spring Garden College / 1984 / Architecture
e. Active registration or applicable certifications: State / Discipline / License number / First year registered LA/Civil/PE.0030508/2003; MS/PE/PE.18686/2003; AR/Civil/PE.19772/2019; TX/Civil. PE.142378/2021 Also registered in MS, AR, and TX. ATSSA Traffic Control Supervisor, E-Railsafe, TWIC, DOTD Traffic Engineering Process and Report, NHI Courses for NEPA and Highway Safety Manual.	e. Active registration or applicable certifications: State / Discipline / License number / First year registered PE - Pennsylvania / Civil / PE-042589-E / 1992 PE - Arizona / Civil / 49685 / 2009 PE - Maryland / Civil / 46406 / 2015
f. Experience and qualifications relevant to this project: Mr. McDowell has over 28 years experience as a Project Engineer and Project Manager for a wide variety of transportation and public infrastructure projects	f. Experience and qualifications relevant to this project:  Mr. Norquist has over 41 years of experience in the design, planning, construction, an maintenance of rail transit and freight railroad projects in the US and abroad. He is a St. Project Manager and an AECOM Technical Manager for Reil and Reil Transit design.

throughout New Orleans and southeast Louisiana. His roles have included all phases of transportation and site development projects for various local public agencies. He has participated in the RTA streetcar program since 2003. His critical design roles include access management, road safety, and compliance with ADA and PROWAG on roadway and site projects. Mr. McDowell's professional experience includes the following representative projects:

- RTA, Restoration of the Rampart and Canal Street intersection following the Hard Rock Collapse, Deputy PM and MOT Designer (2022-2024)
- RTA, Rampart Street/St. Claude Avenue Rail Expansion, Deputy PM and Infrastructure Task Lead (2012-2016)
- RTA, Loyola Avenue Canal Street to the UPT Rail Expansion, Deputy PM and Infrastructure Task Lead (2010-2013)
- SWB, Replacements of the St Charles Avenue Tracks at Napoleon Avenue and Jefferson Avenue for SELA Box Canals, Infrastructure Task Lead (2011-2012)
- Louisiana Superdome and Exposition District, PM and PE for Champions Square Site Development and ADA for Accessibility Improvements to the Superdome and New Orleans Arena (2010)

Project Manager and an AECOM Technical Manager for Rail and Rail Transit design. His involvement in rail transit, streetcar and New Orleans projects included the project management, technical supervision of the design of track and other technical disciplines and providing construction phase design support services. Mr. Norquist's professional experience includes the following representative projects:

- RTA, Rampart Streetcar Line: Emergency Recovery Project, New Orleans, Louisiana. Project Manager for the assessment, engineering design and construction services for the emergency repair of damage sustained after the Hard Rock collapse. [2/2020 - 2/2025]
- RTA, Rail Expansion (Streetcar) Final Engineering Rampart Street/St. Claude Avenue, New Orleans, Louisiana. Project Manager. [9/2011 - 12/2016]
- RTA, Canal Street to Union Passenger Terminal Rail Expansion Final Engineering, New Orleans, Louisiana. Project Manager. [12/2010 - 3/2014]
- Sewerage and Water Board, SELA Napoleon Avenue Covered Canal (Carondelet to Constance), New Orleans, Louisiana. Rail Task Leader [12/2011 - 9/2015]
- Sewerage and Water Board, SELA Jefferson Avenue Canal No. 11 (Dryades St. to Constance St.), New Orleans, Louisiana. Rail Task Leader [9/2011 – 8/20151
- National Park Service, Lowell National Historic Park Trolley Extension, **Lowell, Massachusetts.** Lead Design Engineer [3/2004 - 10/2006]

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office is different than listed in item 3).

a. Name and title:

John Schexnayder, P.E., CFM, CSM / Chief Engineer

- b. Position or assignment for this project: GOTECH Chief Engineer
- c. Years of professional experience with this firm: 11 With other firms 7
- d. Education: Degree / Year / Specialization

Bachelor of Science Degree / 2003 / Civil Engineering Louisiana State University

e. Active registration or applicable certification:

2007 / Civil Engineer LA License No. 33284 2012 / Civil Engineer MS License No. 20942

- f. Experience and qualifications relevant to the proposed project:
- Mr. Schexnayder is a registered professional civil engineer and serves as a project manager at GOTECH, Inc. His duties include design, coordination, technical construction document preparation, specification preparation, and quality control review for projects.
- Mr. Schexnayder also represents GOTECH as a project manager at meetings with public, federal, state and local government and private owners.
- Mr. Schexnayder has a variety of experience on drainage improvement projects, sewer system design, pump station upgrades, roadway design, site work design and cost estimating. He also has experience in hydrologic and hydraulic modeling and analysis.

# Regional Transit Authority of New Orleans – Interim Downtown Transit Hub Design (2022)

For the New Orleans Regional Transit Authority (RTA), GOTECH, Inc. was the engineering consultant selected to provide design services for the Interim Downtown Transit Hub project. Mr. Schexnayder was the lead civil engineer on the project and he supervised the design services that were provided. He also coordinated the electrical and landscaping services provided on the project by subconsultants. Phase I of project involved modifications to bring bus operations to the site. Phase II created lighting and landscaping features at the site. As the Prime consultant, GOTECH's role in this project included surveying, civil engineering design, stakeholder engagement, management of electrical and landscape design, and construction administration.

### Pointe-Marie: A New Village, Baton Rouge, LA

Mr. Schexnayder is the project manager and engineering lead for the on-going design and construction of Pointe-Marie. This project entails community development of a mixed-use village encompassing over 120 acres. His duties include design of roadways, drainage, grading, sanitary sewer system, utility layout and coordination, and overseeing construction activities.

### @Highland Commercial Development, Baton Rouge, LA

Mr. Schexnayder was the project manager and civil engineer for the on-going @Highland Commercial Development, This project entailed the development of a 9-acre technology campus, located in Baton Rouge, LA. His duties included design of roadways, grading, drainage, sanitary sewer system, utility layout, and overseeing construction activities.

### Prospect Blvd Sidewalks – LA DOTD – Terrebonne Parish (4400010389)

Mr. Schexnayder was the project manager for this project which consists of providing the topographic survey and design for approximately 2,800' of ADA compliant sidewalk along the eastern side of Prospect Blvd from LA 24 (East main St.) to Woodside Drive in Terrebonne Parish. This was an Urban Systems Project prepared for the Terrebonne Parish Consolidated Government in accordance with LADOTD requirements. GOTECH's role included topographic survey, preliminary plans, and final plans, in accordance with Louisiana Department of Transportation and Development standards. The final plans included typical sections and details, summary of estimated quantities, cost estimate, and stormwater prevention pollution plan.

### Milan Group A: City of New Orleans, Department of Public Works

Mr. Schexnayder was the project manager for a substantial roadway project in New Orleans, LA. This project entailed pavement repairs and rehabilitation of several blocks of city streets, including pavement patch and overlay and utility coordination.

### Baker High School, Baker, LA

Mr. Schexnayder was the project manager for this project which involves rebuilding and restructuring Baker High School's campus in response to major flood damage that occurred during the flood of 2016. As part of this project, several flood-damaged buildings are being demolished and a new main campus building is being constructed. GOTECH's role in this project included infrastructure design to facilitate the rebuilding and restructuring of the campus. This included design of site grading and earthwork, roadway and entrance roads, pedestrian paths, drainage, sewer, utilities, and erosion control.

# TJ Stokes, PE T. Baker Smith SUE Lead Professional

### Education

Bachelor of Science, Industrial Engineering, 2009

### **Professional Licenses, Certifications & Training**

MS Professional Engineer #30256 Traffic Control Supervisor/Technician; ATSSA



### **Professional Qualifications**

TJ Stokes, PE leverages 15 years of experience providing engineering services in the transportation industry. As practice leader, he composes and manages integrated project teams to ensure transportation clients' needs are met and exceeded. TJ gained his knowledge of LADOTD procedures during his tenure in the Road Design Section and utilizes this information to help coordinate and communicate between the multiple disciplines required to produce the highest quality of deliverable. He successfully manages numerous SUE projects specializing in transportation and roadway projects. As the Lead Professional for Utility Engineering, he is currently overseeing the completion of LADOTD and MDOT retainer contracts along with numerous other public and private client projects. He also has extensive experience managing and overseeing utility coordination and design projects. TJ maintains the ATSSA Traffic Control Supervisor certification.

### **Project Experience**

**S.P. H.012541.5, LA 594; Overpass I-20, LADOTD, Ouachita Parish, LA –** Contract administrator. Responsible for coordination with LADOTD task manager and external topographic surveyor. Performed QA/QC to ensure compliance with ASCE 38-02.

**S.P. H.003931.5, Calcasieu River Bridge (HBI), LADOTD, Calcasieu Parish, LA —** Project Manager/ Engineer of Record. Responsible for all Subsurface Utility Engineering and Utility Coordination. Oversaw all Quality Level B and Quality Level A SUE service and performed QA/QC on the topographic survey submitted to LADOTD to ensure compliance with ASCE 38-02. Reviewed all utility coordination procedures including conflict matrix and conflict plan creation.

S.P. No. H.014747.5, Southern University Ravine Protection; LADOTD; East Baton Rouge Parish, LA — Contract administrator/Engineer of Record. Responsible for all Subsurface Utility Engineering Quality Level B and Quality Level C services and performed QA/QC on the topographic survey submitted to LADOTD to ensure compliance with ASCE 38-02. Ensured all work was completed within the truncated time frame.

I-10/Loyola Ave. Interchange Improvements; LA DOTD; Jefferson Parish, LA — Engineer in Responsible Charge. TJ performed SUE and utility surveying for the design of an overpass connector for the interchange of Loyola and I-10 in New Orleans providing additional access to the New Orleans Airport. ASCE 38-02 QL B services were provided throughout the project's path and all associated surveying included above ground utility lines and features. The project area was highly congested with numerous owners and facilities throughout the area. GPR was utilized to locate the facilities correctly because the age of many of the sewer and water utilities rendered pipe and cable locators ineffective. Numerous communication duct banks along Loyola and Veterans were located which eliminated the expense of relocating these duct banks. This

project was on a fast pace due to the airport construction progress and was completed within six months. Multiple crews were utilized and close coordination with the Client allowed for the delivery two weeks ahead of schedule.

**Move Ascension Bluff Road, LA 73 Connector; Ascension Parish Government; Ascension Parish, LA –** Project Manager. TJ provided SUE services for the Bluff Road-LA 73 Connector project as part of the Move Ascension Program. Quality Level B services were provided throughout the project limits to determine the horizontal location of utilities to assist with the roadway design. Quality Level A test holes were also provided to provide vertical information where utilities would conflict with roadway or drainage design.

Move Ascension Parker Road and LA 929 Widening; Ascension Parish Government; Ascension Parish, LA — Lead Professional. TJ provided SUE services for the Parker Road and LA 929 Widening project as part of the Move Ascension Program. Quality Level B services were provided throughout the project limits to determine the horizontal location of utilities to assist with the roadway design. Quality Level A test holes were also provided to provide vertical information where utilities would conflict with roadway or drainage design.

Move Ascension LA 73 – Bluff Road Connector Roundabout; Ascension Parish Government; Ascension Parish, LA – Lead Professional. TJ provided SUE services for the LA 73 - Bluff Road Connector Roundabout as part of the Move Ascension Program. Quality Level B services were provided throughout the project limits to determine the horizontal location of utilities to assist with the roadway design. Quality Level A test holes were also provided to provide vertical information where utilities would conflict with roadway or drainage design.

Move Ascension, LA 44 & Parker Roundabout; Ascension Parish Government; Ascension Parish, LA — Lead Professional. TJ provided SUE services for the LA 44 & Parker Roundabout as part of the Move Ascension Program. Quality Level B services were provided throughout the project limits to determine the horizontal location of utilities to assist with the roadway design. Quality Level A test holes were also provided to provide vertical information where utilities would conflict with roadway or drainage design.

**I-55 Widening Church to Goodman, MDOT, DeSoto County, MS –** SUE Lead Professional. TJ performed SUE services from Quality Levels D-A which helped to determine the actual location of existing utilities. He also performed utility coordination during design and construction for the relocation of existing utilities.

#### **Perry Smith**

T. Baker Smith SUE Project Manager

#### **Education**

Associate of Science, Electronics, 2007

#### **Professional Licenses, Certifications & Training**

ATSSA Traffic Control Supervisor

#### **Professional Qualifications**

Perry Smith is a SUE Project Manager with over 21 years of experience in the utility field and has served in various roles. His field experience for LADOTD projects began in 2017 where he has been involved in dozens of SUE projects of various sizes across the state of Louisiana. He has participated in all stages of a utility project from field data collection to final deliverable preparation. Perry has a thorough knowledge of ASCE 38-22, and the technology required to achieve the necessary quality levels. He is a certified ATSSA Traffic Control Supervisor (TCS).

#### **Project Experience**

**North Columbia Street Bridge Replacement; City of Covington; Covington, LA -** SUE Project Manager. Responsible for all Subsurface Utility Engineering Quality Level A and Quality Level B services and performed QA/QC on the topographic survey submitted to the City of Covington to ensure compliance with ASCE 38-02.

**S.P. No. H.003931.5, Calcasieu River Bridge (HBI); LADOTD; Calcasieu Parish, LA –** Task Manager. Managed all Quality Level A SUE services and provided QA/QC for Quality Level B SUE services to ensure compliance with ASCE 38-02. Performed records research for all utility companies and verified all available records were obtained.

**S.P. H.014747.5, Southern University Ravine Protection; LADOTD; East Baton Rouge Parish, LA** – Field Manager. Managed the field staff providing Subsurface Utility Engineering Quality Level B and Quality Level C services and performed QA/QC on the field data. Ensured all work was completed within the truncated time frame.

S.P. H.014670.5, LA 1270: LA 77 to End of Control Section; LADOTD; Iberville Parish, LA – Field Manager. Managed the field staff providing Subsurface Utility Engineering Quality Level B and Quality Level C services and performed QA/QC on the field data. Ensured all work was completed within the truncated time frame. LADOTD Location and Survey field staff performed the topographic survey and we ensured a smooth working environment for data collection.

**S.P. H.012541.5, LA 594, Overpass I-20; LADOTD; Ouachita Parish, LA -** Field Manager. Managed the field staff providing Subsurface Utility Engineering Quality Level B and Quality Level C services and performed QA/QC on the field data.

MovEBR Plank - Nicholson, Subsurface Utility Engineering; City/Parish of Baton Rouge; Baton Rouge, LA - SUE Field Manager. Providing SUE services with the 15 designated project sites in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-22, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.



#### **Kaleb Brooks**

T. Baker Smith SUE Field Manager | QA/QC

#### **Professional Qualifications**

Kaleb Brooks is the SUE Field Manager in the Baton Rouge, LA office. He is primarily responsible for managing and the coordination of SUE field associates and equipment. As a SUE field manager, Kaleb works with the Project Manager and project team in delivery of Subsurface Utility Engineering projects. Kaleb performs quality control on all fieldwork to ensure the most accurate utility information.



#### **Project Experience**

**S.P. H.003931.5, Calcasieu River Bridge (HBI), LADOTD, Calcasieu Parish, LA –** Field Manager. Managed the field staff providing Subsurface Utility Engineering Quality Level B and Quality Level A services and performed QA/QC on the field data.

**S.P. H.014747.5, Southern University Ravine Protection, LADOTD, East Baton Rouge Parish, LA –** Senior SUE Tech. Performed Subsurface Utility Engineering Quality Level B and Quality Level C field investigations. Utilized correct geophysical equipment to mark underground utilities. Ensured all work was completed within the truncated time frame.

**S.P. H.012541.5, LA 594; Overpass I-20, LADOTD, Ouachita Parish, LA** – Senior SUE Tech. Performed Subsurface Utility Engineering Quality Level B and Quality Level C field investigations. Utilized correct geophysical equipment to mark underground utilities.

**MA-17-02, Roddy Road Widening (LA 935 to LA 621), Ascension Parish Government, Ascension Parish, LA -** Sr. Sue Technician/SUE Party Chief. Provided LA One Call scheduling and coordination for the for the Roddy Road Safety Widening from US 621 to LA 935 as part of the Move Ascension Program. Project included geometric improvements to be made at the LA 429 intersection including Left-turn bays on the EB, WB and SB approaches and right-turn bays at the NB and SB approaches; Geometric improvements at LA 935 to include Left-turn bays at the EB, NB and SB approaches, right-turn bays at the NB approach; replacement of the bridges over New River and Bayou Narcisse.

MovEBR Plank - Nicholson, Subsurface Utility Engineering, City/Parish of East Baton Rouge, Baton Rouge, LA - Sr. Sue Technician/SUE Party Chief. TBS is providing services with the 15 designated project sites. The limits of each site is the area encompassing the intersection plus an additional 50 feet in all roadway directions. Kaleb is providing professional SUE services for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

**I-55 Widening Church to Goodman, MDOT, Statewide Mississippi –** Sr. Sue Technician/SUE Party Chief. TBS was requested to perform SUE services and Utility Conflict Management. Kaleb provided Quality Levels D-A surveys which will help to determine the actual location of existing utilities. This information will then be used to determine possible utility conflicts with the roadway design.

**MSY Bus Route SUE, Civil Design and Construction, New Orleans, LA –** Sr. Sue Technician/SUE Field Manager. Provided field survey services for Quality Level B services for a topographic survey at the MSY Airport in New Orleans, LA.

#### **Infinity Engineering Consultants, LLC**

#### 2025 Schedule of Rates

	Hourly Rate	Overtime Rate
Principal Officer	\$335.00	\$335.00
Principal Engineer	\$245.00	\$245.00
Senior Engineer	\$220.00	\$220.00
Project Engineer I	\$205.00	\$205.00
Project Engineer II	\$190.00	\$190.00
Project Engineer III	\$150.00	\$150.00
Project Engineer IV	\$135.00	\$135.00
Associate Engineer	\$125.00	\$125.00
Junior Engineer/Intern	\$105.00	\$105.00
Senior Technician	\$120.00	\$120.00
Principal Designer	\$175.00	\$175.00
Senior Designer	\$150.00	\$225.00
Designer	\$130.00	\$195.00
Senior Drafter	\$120.00	\$180.00
Drafter	\$105.00	\$158.00
Senior Construction Manager	\$135.00	\$203.00
Construction Manager	\$105.00	\$158.00
Construction Manager - On-site	\$125.00	\$120.00
Inspector	\$95.00	\$143.00
Field Technician	\$95.00	\$143.00
Senior Project Administrator	\$105.00	\$158.00
Project Administrator	\$85.00	\$128.00
Aerial Drone Equipment	\$150/Hr	
Underwater Drone Equipment	\$150/Hr	
Laser Scanning Equipment	\$900/Half-Day	
Hydro Survey Equipment	\$800/Half-Day	
LIDAR Scanning Equipment	\$1500/Half-Day	
Photocopies	\$0.15 each	
Color Copies	\$1.25 each	
Blueline Copies	\$2.50 each	
Bond/Translucent Bond Copies	\$4.00 each	
Auto Mileage	Per the latest Federal Rate	
Parcel Postage	cost	
Subcontractors	cost + 15%	

Notes: 1. Hourly rates include computer costs, incidental printing, fax usage, and software usage.

#### Attachment 1 – Scope of Services Exhibit A

#### **AECOM 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	D. Hourly Overhead	E. Fully Loaded
	Salary Rate	Rate	and Profit	Hourly Rate (B + C + D)
Principal	\$128.75	\$51.50	\$163.64	\$343.89
Project Manager	\$123.60	\$49.44	\$157.10	\$330.14
Senior Engineer III	\$113.30	\$45.32	\$144.00	\$302.62
Senior Engineer II	\$103.00	\$41.20	\$130.91	\$275.11
Senior Engineer I	\$88.84	\$35.54	\$112.91	\$237.28
Civil Engineer III	\$80.34	\$32.14	\$102.11	\$214.59
Civil Engineer II	\$65.92	\$26.37	\$83.78	\$176.07

Direct costs shall be reimbursed by the RTA at cost plus an administrative fee of 10 %.

Annual escalation of Fully Loaded Hourly Rates shall be  $\frac{4}{}$ % per year (not to exceed 4%). This escalation percentage applies to both the initial 3-year term of the contract as well as any 1-year additional terms that RTA chooses to exercise.

#### Attachment 1 – Scope of Services Exhibit A

#### **AECOM 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	D. Hourly Overhead	E. Fully Loaded
	Salary Rate	Rate	and Profit	Hourly Rate
Civil Engineer I	\$53.56	\$21.42	\$68.07	( <b>B</b> + <b>C</b> + <b>D</b> ) \$143.06
Engineering Intern III	\$45.32	\$18.13	\$57.60	\$121.05
Engineering Intern II	\$41.20	\$16.48	\$52.37	\$110.05
Engineering Intern I	\$37.08	\$14.83	\$47.13	\$99.04
CAD Manager	\$56.65	\$22.66	\$72.00	\$151.31
Senior Designer III	\$53.56	\$21.42	\$68.07	\$143.06
Senior Designer II	\$50.47	\$20.19	\$64.15	\$134.81

Direct costs shall be reimbursed by the RTA at cost plus an administrative fee of 10 %.

Annual escalation of Fully Loaded Hourly Rates shall be  $\frac{4}{}$ % per year (not to exceed 4%). This escalation percentage applies to both the initial 3-year term of the contract as well as any 1-year additional terms that RTA chooses to exercise.

#### Attachment 1 – Scope of Services Exhibit A

#### **AECOM Rate Sheet and Schedule**

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

A. Position Title	B. Hourly	C. Hourly	D. Hourly	E. Fully
	Salary Rate	Benefit Rate	Overhead and Profit	Loaded Hourly Rate (B + C + D)
Senior Designer I	\$47.38	\$18.95	\$60.22	\$126.55
Clerical	\$36.05	\$14.42	\$45.82	\$96.29
Senior Mechanical Engineer	\$94.76	\$37.90	\$120.44	\$253.10
Mechanical Engineer	\$69.01	\$27.60	\$87.71	\$184.33
Senior Electrical Engineer	\$96.82	\$38.73	\$123.06	\$258.61
Electrical Engineer	\$67.98	\$27.19	\$86.40	\$181.57
Senior Geotechnical Engineer	\$103.00	\$41.20	\$130.91	\$275.11

Direct costs shall be reimbursed by the RTA at cost plus an administrative fee of 10 %.

Annual escalation of Fully Loaded Hourly Rates shall be  $\frac{4}{}$ % per year (not to exceed 4%). This escalation percentage applies to both the initial 3-year term of the contract as well as any 1-year additional terms that RTA chooses to exercise.

#### GOTECH RATE SHEET AND SCHEDULE

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

\$226.21 \$228.20 \$103.84
\$228.20
\$103.84
\$103.84
\$103.84
\$103.84
\$80.10
\$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 \_\_\_% of

#### T.Baker Smith Hourly Rates



Lead Professional: \$230.00 / hour

Project Manager: \$170.00 / hour

SUE Field Manager: \$145.00 / hour

Project Technician: \$95.00 / hour

2 - Person Field Crew: \$170.00 / hour

Electronic Metal Detectors: \$175.00 / day

Ground Penetrating Radar: \$550.00 / day

Data Collector / Field Computer System: \$100.00 / day

Vehicle Transportation: \$26.50 / hour

Technology Fee: \$26.50 / hour

#### Urban Systems Hourly Rates



Billing rates:

Principal - \$250.00

Supervisor Eng. - \$220.00

Professional Eng. - \$155.00

CAD Designer - \$110.00

Clerical - \$ 65.00

Engineering Intern - \$ 135.00



<u>Role</u>	<b>Hourly Rate</b>
Principal Engineer (P.E.)	\$265
Sr. Project Engineer (P.E.)	\$212
Project Engineer (P.E.)	\$190
Staff Engineer (E.I.T.)	\$110
CADD Drafting	\$75
Engr. Technician	\$100
Word Processing	\$65
Supervisor	\$97

#### **Independent Cost Estimate (ICE)**

#### INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name:	Downtown Loop Phase IV (Harmony Circle)
Project Number:	2023-FG-01
Date of Estimate:	11-21-2025
Description of Goods/Services:	Architectural and engineering services for replacement of streetcar track around Harmony Circle. Design services consist of conceptual design of two scenarios—1) 100% track replacement and 2) 100% track replacement with accommodations for streetcar modernization. The scope also includes preparation of 100% construction documents for emergency repairs to a portion of the Harmony Circle track. Additional design services include surveying and utility mapping, outreach assistance, cost estimating, and geotechnical analysis.

⊠New Procurement
□Contract Modification (Change Order – task order for on-call contract)
□Exercise of Option
Method of Obtaining Estimate:
□Published Price List (attach source and date)
☐ Historical Pricing (attach copy of documentation from previous PO/Contract)
☐Comparable Purchases by Other Agencies (attach email correspondence)
□Engineering or Technical Estimate (attach)
□Independent Third-Party Estimate (attach)
☐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 starting point for this estimate is the total estimated cost of construction for the Downtown Loop Phase IV/Harmony Circle project. The total cost of

construction has been calculated based on a recent Opinion of Probable Cost for a similar project—the Carrollton Double Crossover project at the other end of the St. Charles Streetcar (Carrollton and Claiborne). No similar Opinion of Probable Cost exists for the Harmony Circle project as the design will have to be advanced to a certain point in order to develop an official cost estimate for the project. Nevertheless, Carrollton Double Crossover was determined to be a comparable, similar baseline project for cost comparison purposes. As documented in the attached table, RTA applied several cost factors to the Carrollton project—accounting for additional track length, complexity, and inflation—to arrive at a preliminary hard cost estimate for the Harmony Circle track replacement project totaling \$26,316,949.

To calculate the cost of basic architectural and engineering (A&E) services against this hard cost estimate, RTA used the State of Louisiana, Facilities Planning & Control (FP&C) "fee curve," which provides a rule-of-thumb percentage for A&E services in relation to hard costs. RTA applied this percentage, 6.5%, to the hard cost figure to arrive at an estimated basic design fee of \$1,710,602. However, under the forthcoming task order for design services, RTA will only be advancing the design to the conceptual or 15% stage. RTA extrapolated from FP&C guidelines that a 15% design should correspond to approximately 7.5% of the total design cost. Because the consultant will be tasked with developing two scenarios at the 15% design stage, RTA calculated 7.5% \* 2 \* \$1,710,602 to arrive at the basic design fee of \$256,590.

The anticipated scope of work also includes supplemental consulting services, including geotechnical investigations, subsurface utility investigations, public outreach, and cost estimating. The methodology for calculating those services is shown on the attached table, with backup materials that provide the basis for these calculations. Cumulatively, these supplemental services total \$253,905.

Adding these additional services to the basic services estimate of \$256,590 yields a total estimate of \$510,495, which we rounded down to \$510,000.

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$510,000.

The preceding independent cost estimate was prepared by:

Rafe Rabalais, Director of Capital Projects

Name

Signature

Harmony Circle (St. Charles Phase IV) - track replacement cost estimate	ost esti	mate	
Nov-25			
Capital Cost Estimate	Ĭ		
Carrollton Double Crossover Opinion of Probable Cost	↔	3,389,208.00	Opinion prepared 11-2025; excludes cost of rail purchase
Carrollton Double Crossover - cost of rail purchase	€9		Bid from Nortrak in 2019
Carrollton Double Crossover - extent of work (linear feet)		956.0	
Carrollton Double Crossover - extent of new track (linear feet)		516.0	
St. Charles Phase IV - extent of new track and work (linear feet)	H	2,105.0	
Ratio of St. Charles Phase IV work to Carrollton		2.2	
Ratio of St. Charles Phase IV track to Carrollton track		4.1	
Annual inflation factor for construction work		5%	
Inflation factor for rail purchase		50%	50% (present day vs. 2019 bid for Carrollton)
Complexity premium for St. Charles Phase IV vs. Carrollton		20%	
Estimated cost of rail purchase for St. Charles Phase IV	ω	16,443,878	applied inflation factor and complexity premium and adjusted for additional length
Estimated cost of construction (other than rail) for St. Charles Phase IV	↔	9,873,071	
TOTAL estimated cost of construction for St. Charles Phase IV	₩	26,316,949	

Total Construction Cost Estimate  \$ 26,316,940  Louisiana FP&C cost curve - A/E % of total construction cost	Harmony Circle (St. Charles Phase IV) - A/E cost estimate				
6.50% \$ 1,710,602 15% 7.50% \$ 256,590  Estimated Hours Hourly Rate Total Cost 120 \$ 200 \$ 24,000  n/a n/a	Total Construction Cost Estimate				
\$ 1,710,602   15%   7.50%   \$ 256,590   \$ 24,000   \$ 24,000   \$ 24,000   \$ 24,000   \$ 24,000   \$ 26,590   \$ 26,590   \$ 253,905   \$ 253,905   \$ 253,905	Louisiana FP&C cost curve - A/E % of total construction cost	6.50%			
\$ 256,590 \$ 10tal Cost Estimated Hours Hourly Rate Total Cost  120 \$ 200 \$ 24,000  n/a n/a \$ 99,873  80 \$ 200.00 \$ 16,000  n/a \$ 256,590 \$ 253,905	Base design cost	1,71			
\$ 256,590  Estimated Hours Hourly Rate 120 \$ 24,000  n/a n/a \$ 99,873  n/a n/a \$ 99,873  80 \$ 200.00 \$ 16,000  n/a \$ 253,905  \$ 253,905	Cost of schematic design (30% design) as % of overall design cost	15%			
\$ 256,590  Estimated Hours Hourly Rate 120 \$ 24,000  \$ 24,000  \$ 99,873	Cost of conceptual design (15% design) as % of overall design cost	7.50%	8		
Icces         Estimated Hours         Hourly Rate         Total Cost           120         \$ 200         \$ 24,000           120         \$ 29,873           120         \$ 200         \$ 24,000           120         \$ 200.00         \$ 24,000           120         \$ 200.00         \$ 48,240           120         \$ 200.00         \$ 16,000           120         \$ 253,905         \$ 253,905	Estimated cost of basic design services at 15% level * 2 design scenarios				
120 \$ 200 \$ 24,000 itility mapping	Additional Services	Estimated Hours	Hourly Rate	Total Cost	Notes
n/a n/a \$ 99,873  n/a n/a \$ 99,873  n/a n/a \$ 48,240  80 \$ 200.00 \$ 16,000  n/a n/a \$ 65,792  \$ 256,590  \$ 256,590  \$ 253,905	Public Outreach	120	49		
n/a	Surveying and utility mapping	7/2			
stimating       80 \$ 200.00 \$ 16,000         chnical work       n/a       n/a       \$ 65,792         design services       \$ 256,590       \$ 253,905         stimating       \$ 253,905       \$ 253,905	100% construction documents for emergency repairs	n/s			
chnical work         n/a         n/a         \$ 65,792           design services         \$ 253,905         \$ 253,905           pnal design services         \$ 253,905         \$ 253,905	Cost estimating	81	↔		
design services \$ 256,590 snal design services \$ 253,905	Seotechnical work	η,			1
vices \$	TOTAL				
4	Basic design services				
	Additional design services				

# Carrollton Double Crossover Widening Project No. 2019-FG-01

			)				
				\$10.30	SQUARE YARD	2110	32-92-23 SLAB SODDING
			↔	\$136.50	LINEAR FOOT	548	01-56-39 TREE PROTECTION AND TREATMENT
				\$300,000.00	LUMP SUM	1	17325.01 TRAIN CONTROL CIRCUITS AND CONTROLLERS
			\$ 150,000.00	\$150,000.00	LUMP SUM	ב	17311.01 POWER AND SPRING SWITCH MACHINES (INCLUDING TESTING AND TRAINING)
			\$ 125,000.00	\$125,000.00	LUMP SUM	1	17291.01 OCS TESTING, TRAINING, AND MANUALS
			\$ 55,000.00	\$55,000.00	LUMP SUM	1	BRACES
							17222.01 PAINTING NEW AND EXISTING OCS POLES (8" & 10" DIAMETER), CANTILEVER ARMS, BRACKETS AND
			\$ 60,000.00	\$20,000.00	EACH	ω	17221.02 OCS POLES (SALVAGE)
			s	\$29,000.00	EACH	2	17221.01 OCS POLES (10" DIAMETER)
			\$ 375,000.00	\$75,000.00	EACH	ъ	17215.01 OCS FOUNDATION (3" DIAMETER)
			\$ 225,000.00	\$225,000.00	LUMP SUM	р	17201.03 OVERHEAD CONTACT SYSTEM (OCS)
			\$ 120,000.00	\$30,000.00	EACH	4	17201.02 REMOVAL OF OCS POLES AND FOUNDATIONS
			₩.	\$140,000.00	LUMP SUM	1	17201.01 TEMPORARY TERMINATION AND SELECTIVE REMOVAL OF OCS
			\$ 123,200.00	\$280.00	SQUARE YARD	440	2706.01 6" CONCRETE STREETCAR STOP, SIDEWALKS, SWITCH, AND U-TURN IMPROVEMENT PAVEMENTS
			\$ 15,000.00	\$15,000.00	LUMP SUM	1	2701.02 REMOVE AND REPLACE 12" CPET BALLAST DRAIN PIPE
			\$ 17,850.00	\$17,850.00	LUMP SUM	1	2701.01 4"AND 6" PVCTRACK SWITCH MACHINE DRAINAGE
			\$ 19,600.00	\$140.00	LINEAR FOOT	140	2615.01 STREETCAR STATION TACTILE / DETECTABLE TILES
			\$ 63,000.00	\$315.00	SQUARE YARD	200	2601.02 9" PORTLAND CEMENT CONCRETE ROADWAY PAVEMENT
			\$ 9,500.00	\$25.00	LINEAR FOOT	380	2601.01 FULL DEPTH SAW CUTTING OF CONCRETE PAVEMENTS
			\$ 120,000.00	\$120,000.00	LUMP SUM	ш	2459.01 500KCMIL AWG POWER BOND CABLE (NEGATIVE TRACTION RETURN JUMPERS)
			\$ 24,000.00	\$1,500.00	EACH	16	2457.01 RAIL WELDING
			\$ 30,000.00	\$30,000.00	LUMP SUM	12	2454.04 MODIFICATIONS TO EXISTING S-CURVE TRACK
			\$ 200,000.00	\$200,000.00	LUMP SUM	Ь	2454.03 BALLASTED TRACK DOUBLE CROSSOVER INCLUDING CONNECTING TRACK SECTIONS
			\$ 50,000.00	\$50,000.00	LUMP SUM	1	2454.02 RTA FURNISHED DOUBLE CROSSOVER INCLUDING CONNECTING TRACK SECTIONS
			\$ 100,000.00	\$100,000.00	LUMP SUM	1	2454.01 TRACKWORK REMOVAL AND SALVAGE
			\$ 10,000.00	\$10,000.00	LUMP SUM	ב	2451.07 RTA FURNISHED BUMPING POSTS
			\$ 10,000.00	\$10,000.00	LUMP SUM	1	2451,06 RTA FURNISHED COMPOSIT SWITCH TIES
			S	\$15,800.00	LUMP SUM	ב	2451.05 RTA FURNISHED COMPOSIT TIES
			\$ 20,000.00	\$200.00	EACH	100	2451.04 CONTRACTOR FURNISHED COMPOSIT TIES
			\$	\$15.00	BOARD FOOT	3624	2451.03 OAK FOUNDATION BOARDS
			\$ 156,000.00	\$312.00	TON	500	2451.02 NO. 4 BALLAST
			\$ 42,000.00	\$42,000.00	LUMP SUM	1	2451.01 LINING, SURFACING AND TAMPING OF BALLASTED TRACK
			\$ 27,002.50	\$771.50	CUBIC YARD	35	2303.01 CLASS II BASE COURSE OR SUBBALLAST (VEH. MEASURE)
			\$ 35,000.00	\$35,000.00	LUMP SUM	1	2204.01 TEMPORARY EROSION CONTROL
			\$ 75,000.00	\$1.00	DOLLAR	75,000	2202.03 REMOVAL OF UNKNOWN STRUCTURES AND OBSTRUCTIONS (REGARDLESS OF SIZE AND DEPTH)
			\$	\$95.00	SQUARE YARD	200	2202.02 REMOVAL OF CONCRETE / ASPHALT ROADWAY PAVEMENTS
			\$	\$186.00	SQUARE YARD	260	2202.01 REMOVAL OF SIDEWALKS, STREETCAR STOP & INCIDENTAL PAVENIENTS
			\$	\$100,000.00	LUMP SUM	1	1570.01 MAINTENANCE OF TRAFFIC
				\$300,000.00	LUMP SUM	1	1505.01 MOBILIZATION AND DEMOBILIZATION
CONTRACTOR #3	CONTRACTOR #2	CONTRACTOR #1	UNIT PRICE EXTENSION   CONTRACTOR #1	UNIT PRICE	ONI	QUANTITY	REF. NO. DESCRIPTION OF BID ITEMS

SUB TOTAL 20% CONTINGENCY

3,389,207.50 677,841.50 4,067,049.00

# State of Louisiana Facility Planning & Control

#### BCI & CPI FOR 2025 Fee Formula

BCI		CPI
1306	1975	53.8
9345	1 2024	313.7
8345	2024	313.7

# SCHEDULE OF REPRESENTATIVE FEES FOR 2025

AFC	Fee as a Percentage of AFC		Fee
		•	4 047 00
\$ 10,000.00	13.1700%	\$	1,317.00
\$ 50,000.00	10.8040%	\$	5,402.00
\$ 100,000.00	10.0290%	\$	10,029.00
\$ 200,000.00	9.3575%	\$	18,715.00
\$ 500,000.00	8.5966%	\$	42,983.00
\$ 750,000.00	8.2981%	\$	62,236.00
\$ 1,000,000.00	8.0985%	\$	80,985.00
\$ 1,500,000.00	7.8330%	\$	117,495.00
\$ 2,000,000.00	7.6549%	\$	153,098.00
\$ 3,500,000.00	7.3307%	\$	256,574.00
\$ 5,000,000.00	7.1380%	\$	356,901.00
\$ 7,500,000.00	6.9309%	\$	519,820.00
\$ 10,000,000.00	6.7911%	\$	679,114.00
\$ 20,000,000.00	6.4764%	\$	1,295,282.00
\$ 50,000,000.00	6.1025%	\$	3,051,273.00

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for designer's selection, for each calendar day past the original or extended date that the designer has not delivered all construction documents to the owner sufficiently complete, coordinated and ready to bid. Completeness of the construction document phase will be determined by the owner as described in §111.A.2.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:1410.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Facility Planning and Control, LR 8:474 (September 1982), amended LR 11:850 (September 1985), LR 31:1077 (May 2005), LR 32:2047 (November 2006), LR 46:1568 (November 2020).

#### §111. Payments to the Designer

A. Payments on account of designer's services shall be made as follows.

#### 1. Basic Services

a. Upon satisfactory completion of all basic services for each phase, submission of all documents to the owner and upon the owner's and user's approval of same, which approval shall not be arbitrarily withheld, payment for the following phases of the designer's services will be made in one lump sum (with the exception of the construction documents phase as described below in Paragraph 2); such payments shall be up to the following percentages of the designer's fixed fee, either interim or final, as applicable, which percentages are cumulative.

62 to sour tree 12 12	
Program completion phase	5 percent
Schematic design phase (30%)	15 percent
Design development phase	35 percent
Construction documents phase	60 percent
Bidding and contract phase	65 percent

- b. Monthly in proportion to the contractor's certificate for payment for the following phase: Construction phase—95 percent.
- c. Upon satisfactory completion and furnishing required documents to the owner for the following phase: Construction close-out phase—100 percent.
- i. One percent of the designer's fee up to \$2,000 maximum may be withheld from construction close-out payment until completion of the one-year warranty inspection period.
- 2. A partial payment for the construction documents phase shall be made when the designer has completed 100 percent of the construction documents and has submitted these to the owner, the user agency, and the other required statutory agencies and the owner determines by inventory check and conformity that all required documents have been submitted, and are sufficiently complete, coordinated and ready to bid, then the designer shall be entitled to a payment of 80 percent of the fee for the construction documents phase. Should the owner's approval of the construction documents not be issued within 45 days of submittal due to no fault of the designer, then the designer shall be paid an additional payment of 10 percent of the fee for the construction documents phase. The balance of the fee for this phase will be

due upon the completion of review by owner and user, when corrections have been made, and a complete set of bid documents are submitted to the owner. For projects with an AFC over \$10 million, interim payments up to 50 percent of the fee for the construction document phase may be made by agreement between the owner and the designer.

- 3. If any phase or phase payment is delayed through no fault of the designer, the owner and designer may negotiate a partial payment.
- 4. The designer shall promptly pay consultants. By signing the professional design services invoice, the designer agrees that all consultants will be promptly paid those amounts due them out of the amount paid to the designer within 45 days. Upon receipt of reasonable evidence of the designer's failure to pay consultants' amounts due them, the owner may withhold all or part of the designer's payment until the owner is satisfied that any amounts owed have been paid or otherwise settled.
- B. Payments on account of designer's additional services and for reimbursable expenses shall be made on submission of designer's invoices with supporting data, and their written approval by owner and user agency and issuance of an amendment to the contract covering such services.
- C. Payments to the designer on termination, abandonment or suspension shall be made in accordance with §§117 and 119, hereinafter.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:1410.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Facility Planning and Control, LR 8:474 (September 1982), amended LR 11:851 (September 1985), LR 13:656 (November 1987), LR 31:1078 (May 2005), LR 46:1569 (November 2020).

#### §115. Designer's Accounting Records

A. Records of direct reimbursable expenses and expenses pertaining to additional services on the project, and for services performed on the basis of multiplier times direct personnel expense, shall be kept on the basis of generally accepted accounting principles and shall be furnished and/or made available to the owner or the owner's authorized representative on request.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:1410.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Facility Planning and Control, LR 8:477 (September 1982), amended LR 11:854 (September 1985), LR 46:1569 (November 2020).

#### §117. Termination of Contract

- A. The contract between owner and designer may be terminated by either party upon 30 days' written notice to the other party, should said other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent.
- B. In the event of termination by the owner due to failure of the designer to perform satisfactorily, the designer shall receive no compensation beyond that already paid or due for

6/27/25, 8:22 PM

Consulting

**Products & Services** 

# 2021 IEEE-USA Consultants Fee Survey Report – Median Billable Rates Up, Covid Affecting Short-and Long-Term Business

#### By Paul Lief Rosengren

② 19 October 2021 № 0 🔥 5,772 📕 3 minutes read





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Report - 2021 Edition

MORE INFO

IEEE-USA has released its 2021 Consultants Fee Survey, focusing on the compensation of consultants, as well as on the impact of COVID-19 on members who earn at least half of their income from engineering consulting. Starting in 1998, this survey has been conducted every other year — through 2008; and annually, starting in 2009.

Despite COVID-19, there was a rise in the amount that respondents to the survey were billing as consultants. The average consultant billing was \$170 per hour, up \$20 over the previous survey. This rate was consistent, regardless of years of experience — except for those with less than 15 years of experience, whose median hourly rate was \$158 an hour. The share of respondents with hourly rates at, or above, \$200 per hour increased to 36.4%, up from 32.1% in 2020.

Educational differences in billing rates were consistent with the 2020 survey. Having a Ph.D. translated into a \$45 higher median billing rate (\$215 an hour), with 17.5% of respondents holding a Ph.D., or its equivalent. There is virtually no difference in hourly rate between those with a

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Bureau of Labor Statistics > Data Tools > Charts and Applications > Inflation Calculator

#### **CPI Inflation Calculator**

**CPI Inflation Calculator** 

\$ 170.00

in year I month May

∨ yearl year 2021 ∨

has the same buying power as

\$203.01

in year2 month May

year2 year 2025 

✓

Calculate

advisted for inflation to \$203/hr.

#### About the CPI Inflation Calculator

The CPI inflation calculator uses the Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average series for all Items, not seasonally adjusted. This data represents changes in the prices of all goods and services purchased for consumption by urban households.

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitand Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002 Telephone: 202-691-5200\_ Telecommunications Relay Service: 7-1-1\_ www.bls.gov Contact Us

#### **Between the Poles**

<u>Home</u>

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March 16, 2020

#### Large ROI from subsurface utility engineering (SUE) for highway construction projects

Return on investment (ROI) <u>studies</u> of subsurface engineering utility engineering (SUE) surveys applied to highway construction projects conducted since the late 1990s have consistently revealed a large return-on-investment from conducting SUE surveys as part of highway construction projects.

One of the first in 1999 by Purdue University and sponsored by the US DOT Federal Highway Administration (FHWA) identified 21 categories of cost savings that could result from including a subsurface utility engineering (SUE) survey in construction projects. Only some of these could be quantified and it was estimated that the qualitative benefits exceeded those that could be quantified. It was estimated that SUE surveys resulted in a construction savings of at least 1.9 percent over the traditional approach of relying on as-builts and (above-ground) site surveys for identifying underground utilities. Using the national expenditure in 1998 of \$51 billion for highway construction (FHWA), it was calculated that requiring SUE on road construction projects could result in a national savings of at least \$1 billion per year.

A subsequent reanalysis of the same Purdue data estimated that the ROI was \$12.23 for every \$1 spent on SUE. Furthermore the cost of conducting a SUE survey was estimated at 1.39% of total project costs. In 2007 a study for PennDOT and USDOT found an ROI of 22.21:1.

The most recent ROI analysis sponsored by PennDOT differed from previous analyses by including both SUE and non-SUE projects. It calculated an ROI of 11.39: 1. The largest contributor to the cost savings attributed to SUE was a 40.33% reduction in utility relocation costs. Utility relocations were avoided or reduced by providing engineers/designers with accurate underground information in the early stages of design. The second largest savings was 29.46% in reduced construction and design costs. SUE enables designers to design efficiently and accurately with reliable information, so that design time can be saved and unnecessary construction work can be avoided or reduced. The cost of conducting a SUE survey was estimated to be 1.65% of project cost.

These ROI studies show that SUE can provide accurate utility information with important project benefits at reasonable cost.

Year	ROI	Cost of SUE (% of project cost)	Description	Sponsoring agency	Source
2012	11.39:1	1.65%	Study of 22 SUE and 8 non-SUE projects	PennDOT	Yeun J. Jung, Evaluation of subsurface utility engineering for highway projects: Benefit—cost analysis, pages 111-122 in Tunnelling and Underground Space Technology Volume 27, Issue 1 Pages 1-168 (January 2012)
2012	16:1		Study of one SUE project	Region of Lombardy	

would have been avoided by SUE can be considered as SUE benefits. The results of the study revealed that \$11.39 can be saved for every \$1 spent on SUE on road projects.

The top cost savings that were found are as follows:

- 1. 40.33% reduction in project relocation cost by providing accurate underground information in the early stages of design
- 2. 29.46% reduction in construction and design costs SUE enables designers to design efficiently and accurately with reliable information, so that design time can be saved and unnecessary construction work can be avoided or reduced.
- 3. 9.59% reduction in redesign costs
- 4. 9.08% reduction in delay costs due to relocation
- 5. 6.81% reduction in delay costs caused by emergencies
- 6. 1.41% reduction in delay costs caused by unexpected utilities
- 7. 1.41% reduction in information gathering and verification cost
- 8. 1.04% reduction in restoration cost

It was concluded that SUE can provide accurate utility information with important project benefits at reasonable cost. A ratio of 1.65% was determined as the ratio of SUE cost to total project cost. The study also showed that the greater the complexity level of buried utilities, the higher the SUE benefits.

#### Region of Lombardy, Italy 2012

A pilot project was undertaken to map all underground infrastructure on the site of Expo Milano in preparation for the 2015 event in Milan. All underground infrastructure in the project area (230 000 square meters) including electric power, water, sewers, gas, district heating, street lighting, and telecommunication were mapped by combining historical records and IDS GeoRadar ground penetrating radar (GPR) technology. A key objective of the project was an economic analysis of the costs and benefits of applying GPR to detect the location of underground infrastructure. The analysis estimated that the return on investment is about €16 for every euro invested in improving the reliability of information about underground infrastructure. The analysis emphasized that there were other important, but non-quantifiable, benefits including better safety for both workers and the public as well as fewer traffic disruptions.

#### Pennsylvania Department of Transportation 2007

This study conducted by Penn State and sponsored by the Pennsylvania Department of Transportation PennDOT) and the U.S. DoT, Federal Highway Administration (FHWA) performed a benefit-cost analysis of 10 SUE highway projects from different PennDOT districts. The case studies were investigated by conducting interviews with utility engineers, SUE consultants, and project engineers. Site visits, analyses of project data, and detailed individual studies of the 10 SUE highway projects were also performed for this research. These projects were selected randomly from a list of projects that utilized SUE quality level A and/or B. The projects investigated in this study involved road construction and bridge replacement in urban, suburban, and rural areas. PennDOT project managers and engineers, utility owners, SUE consultants, designers, and contractors were interviewed. A savings of \$22.21 for every \$1.00 spent on SUE was estimated based on the analysis of the 10 projects. These projects had a total project cost (including both design and construction cost) in excess of \$120 million. The costs of conducting SUE (to ASCE QL A or B) on these 10 projects were less than 0.6 percent of the total project costs. The benefit was cost savings of 15% over traditional approach relying on ASCE QL C and D utility data.

Project costs ranged from \$2 million to \$63 million. The quality of the utility records for these projects was poor or fair. The cost of conducting SUE ranged from \$20,000 to \$141,000 for these projects. The ratio of SUE cost to the total project cost ranged from 0.22% to 2.8%, with an average of 1.15%. SUE resulted in cost savings ranging from \$65,000 to \$4.5 million. The benefit-cost ratio ranged from 3.25 to 33.93, with an average of 22.21. In other words \$22.21 can be saved for every \$1 spent on SUE. The costs of conducting SUE on these 10 projects were less than 0.6 percent of the total project cost. Furthermore the analysis revealed a strong relationship between benefit of SUE and utility complexity. The benefit derived from performing a SUE survey increases as the underground utility complexity increases.

#### Ontario Sewer and Watermain Contractors Association 2004

In 2004 in Canada, the Ontario Sewer and Watermain Contractors Association commissioned the University of Toronto to investigate the practice of using SUE on large infrastructure projects in Ontario. Osman and El-Diraby (2005) analyzed nine



#### Purchase Order RTAP\_01716

Supplier Details:

Company

INFINITY ENGINEERING CONSULTANTS

Contact

Address

4001 DIVISION STREET METAIRIE, LA 70002

Submit your response to:

Company Regional Transit Authority

Leah LeBlanc Contact 2817 Canal Street Address

NEW ORLEANS, LA 70119

Phone

Fax

E-mail Imccraw@rtaforward.org

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This agreement between Regional Transit Authority and INFINITY ENGINEERING CONSULTANTS is authorized for binding commitment. The parties hereto have read and executed this agreement as of Wednesday, August 13, 2025.

1

P.O. Ear preparation of 100% construction Journely Er 1: mited

repairs to the Rampart / Loyola Streetrar

#### Purchase Order RTAP\_01716

RTAP_01716	Order	
13-AUG-2025	Order Date	
0	Change Order	
13-AUG-2025	Change Order Date	
0	Revision	
72,000.00 USD	Ordered	

Sold To

**Regional Transit Authority** 

2817 Canal Street

**NEW ORLEANS, LA 70119** 

Supplier INFINITY ENGINEERING CONSULTANTS

**4001 DIVISION STREET** 

**METAIRIE, LA 70002** 

Bill To

**RTABU** 

2817 Canal Street

**NEW ORLEANS, LA 70119** 

**UNITED STATES** 

Notes USD = US Dollar

Ship To Attn: Accounts Payable 2817 CANAL STREET **NEW ORLEANS, LA 70119** 

**UNITED STATES** 

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	5925392	Net 30			
Confirm To			Delive	r To Contac	
Leah LeBlanc				h Bynum J	r. Drtaforward.org

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Rampart/Loyola Streetcar Electrical Feeder Replacement RTP #2025-01-FG-01 (see attachment)	72,000.00		USD		

USD Promised

Requested 7/30/25

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

Line Total

72,000.00

72,000.00

Total

72,000.00

This PDF is available at https://nap.nationalacademies.org/25261









#### Managing Geotechnical Risks in Design–Build Projects (2018)

#### **DETAILS**

279 pages | 8.5 x 11 | PAPERBACK ISBN 978-0-309-48465-7 | DOI 10.17226/25261

#### **CONTRIBUTORS**

Douglas D. Gransberg, Michael Loulakis, Ali Touran, Ghada Gad, Kevin McLain, Shannon Sweitzer, Dominique Pittenger, Ivan Castro Nova, Ricardo Tapia Pereira, and Milagros Pinto-Nunez; National Cooperative Highway Research Program; Transportation Research Board; National Academies of Sciences, Engineering, and Medicine

#### SUGGESTED CITATION

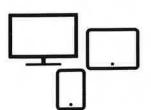
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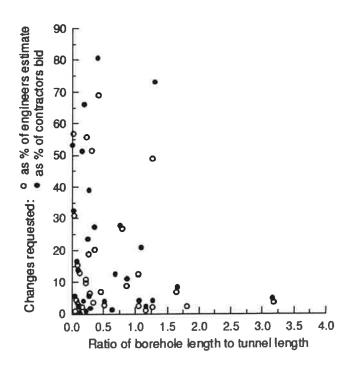


Figure A. 1 - Changes vs ratio of borehole length to tunnel length (Hoek and Palmeiri 1998)

#### Cost of geotechnical investigation

Needless to say, the extent of geotechnical investigation should be considered *vis-a-vis* the cost of this effort. While data on the cost of geotechnical investigations is scarce for DB projects, there are some suggestions for projects regardless of delivery method. Smith (1996) estimates the cost of ground investigation at less than 1% of construction costs. Van Staveren (2006) reports on several authors that estimate this cost to be in the range of 0.1% to 1%. The US Subcommittee on Geotechnical Site Investigations suggested a ground investigation budget of around 2% of total costs in order to keep the final cost within a margin of  $\pm 10\%$  in tunneling projects. Clayton (2001) describes a study by Mott McDonald and Soil Mechanics Ltd (1994) that reported on the cost overruns as a function of expenditure on site investigation for UK highway projects (Figure A. 2). According to Clayton, less than 1% of project costs is expensed on ground investigations and it is

evident that spending more upfront helps to reduce the final cost of the project. The research effort concluded that the 1% level was often not sufficient to prevent large cost overruns in British highway projects.

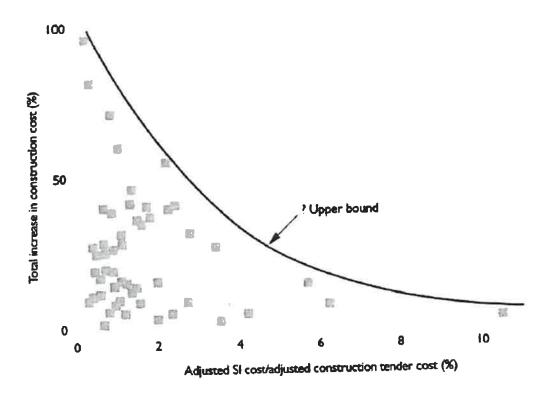


Figure A. 2 - Cost overrun vs site investigation expenditures (Mott McDonald & Soil Mechanics Ltd 1994)

The research team interviewed nine state DOTs and collected data on the cost of geotechnical investigations for 11 DB projects. The range was reported to be between 0.25% to 0.5% of total project budget. Mostly, these efforts resulted in preparation of the Geotechnical Data Report (GDR) which contains the test data without detailed interpretation. Probably more important was the time impact. Duration of investigations varied between six months to 1.5 years depending on the size and scope of the project and the level of effort. A more detailed description of these interviews is provided in this Appendix C of the report.



### **Regional Transit Authority Change Order Routing Sheet**

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

Date Created	November 22, 2025
Change Order ID	412

#### A. Department Representative to participate in procurement process.

Name: RABALAIS, RAFE

Title: DIRECTOR OF CAPITAL PLANNING

Ext: 8361

#### **B.** Contract Information:

Contract Number Infinity Engineering On-call	
PO Number	new PO to be issued
<b>Contract Title</b>	Infinity Engineering On-call

#### **Contract-History:**

Original Award Value	1	
<b>Previously Executed Change Order Value</b>	674257	
Adjusted Contract Value	674258	
<b>Current Change Order Value</b>	524821	
Revised Contract Value	1199079	

#### C. Justification of Change Order

RTA issued a Request for Technical Proposals (RTP) through its on-call A& E pool for design services for the replacement of streetcar track around Harmony Circle. A design team led by Infinity Engineering was selected as the most qualified respondent team. The RTP scope originally contemplated that the design team would advance the design to 100% construction documents. However, during the course of discussions with the Infinity Team, the RTA determined that the design process would be best served if an initial, conceptual design stage were completed which would help to define the best approach for replacing the tracks and the cost associated with the preferred approach. The two design approaches that the RTA is contemplating are: 1) a simple replacement of the existing track or 2) a replacement project that also incorporates design features consistent with the RTA's streetcar modernization efforts. Furthermore, the design process under this change order also entails the preparation of full design drawings for the short term, immediate replacement of track segments that are most severely deteriorated.

#### D. Type of Change Request: Administrative

#### **E.** Certification of Authorized Grant:



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

**Director of Grants/ Federal Compliance:** 

Signature: Date:

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

Additional Safety Requirements Attached: false

Chief: Michael J Smith
Signature: Wichael J Smith
Date: December 04 2025

#### **Risk Management:**

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

Risk Management Analyst: Marc L Popkin
Signature: Marc L Popkin

Date: December 04 2025

#### **G.** Funding Source:

Independent Cost Estimate (ICE): \$510,000.00
Projected Total Cost: \$524,821.00
Funding Type: Local

Federal Funding	State	Local	Other
		\$1,041,667.00	
Projected Fed Cost	State	Local	Other
		\$524,821.00	

FTA Grant IDs	Budget Codes
	01-0000-00-1501-000-00-00-00000-00000

Capital Project Approval if required signature ID#: 2023-FG-01



Dir Capital Projects: Rafe Rabalais
Signature: Rafe Rabalais
Date: December 03 2025

Budget Analyst: Erin Ghalayini Signature: Erin Ghalayini

Date: December 03 2025

H. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

DBE % Goal	0
SLDBE % Goal	0
SBE % Goal	100

Director of Small Business Development: Adonis Charles Expose'
Signature: Adonis Charles Expose'
Date: December 04 2025

DBE/EEO Compliance Manager Adonis Charles Expose'
Signature:

Adonis Charles Expose'
Date:
December 04 2025

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

Department Head: Rafe Rabalais Signature: Rafe Rabalais

Date: December 03 2025

Chief: Dwight Daniel Norton
Signature: Dwight Daniel Morton
Date: December 04 2025

Director of Procurement: Ronald Baptiste
Signature: Ronald Baptiste
Date: December 04 2025

**Required if Total Cost above \$15K** 

Chief Financial Officer: Gizelle Johnson Banks
Signature: Gizelle Johnson Banks
Date: December 05 2025

Required if Total Cost above \$50K

Chief Executive Officer: Lona Edwards Hankins
Signature:

Lona Edwards Hankins
Date: 12/7/2025 10:20 PM

#### **New Orleans Regional Transit Authority**



#### **Board Report and Staff Summary**

File #: 25-142	Finance Committee	
Fare Policy Amendment No.1 (GEN 11	1)	
DESCRIPTION: First set of amendme Policy		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval □	Review Comment   Info	ormation Only

#### **RECOMMENDATION:**

This is a request to authorize the Chief Executive Officer to implement an amendment to the agency's Fare Policy (GEN 11).

In 2022, the New Orleans Regional Transit Authority adopted its first formal fare policy to establish a framework for transparent decision making on fare elements. Since then, the need for several small changes has emerged to better match policy with better operational practices, to encourage a wider footprint of retail partners, and to offer benefits to riders.

Adopting these recommended amendments would update the Fare Policy to advance these goals.

#### ISSUE/BACKGROUND:

In September 2022, the Board of Commissioners adopted the agency's Fare Policy (Resolution 22-071) to outline a comprehensive and holistic approach to governing RTA fare collection elements. The policy provides an over-arching set of objectives to align present and future decision-making while also defining the responsibilities of the RTA in pursuit of informed, coherent fare-related decisions.

However, changes to the fare elements listed below are necessary to ensure RTA staff can conduct fare sales, fare collection, and fare reporting more effectively. Further, new benefits can also be extended to riders in the interest of offering an accessible system of public transport.

#### DISCUSSION:

The proposed amendments to the Fare Policy include the following:

- Updates practical definition of a 'Single Fare' to match existing practice, reduce required operator inputs
- Changes requirements for annual fare reporting to reduce staff time required by focusing on feasible elements; affirms context-dependent triggers for Fare Structure Review in place of time-based triggers
- Changes to streamline retail/bulk discounts and U-Pass discounts offered to institutional

#### **Finance Committee**

purchasers

- Correction of clerical error in definition of Priority Rider and eligibility criterion that included paratransit-eligible riders
- Language that would permit the implementation of a fare-capping/pay-as-you-go accountbased fare payment program upon development of a formal fare structure recommendation and financial analysis
- Expands the existing practice of suspending fare collection on city-wide election days to
  include the suspension of fare collection on Saturdays of early voting periods for city-wide
  elections. Amended language clarifies which city-wide elections are to be observed with farefree transit (i.e. those certified by the Louisiana Secretary of State that will elect a candidate
  for city-wide, state-wide, or federal office).

#### FINANCIAL IMPACT:

The agency should expect to forgo passenger revenue on newly created fare-free days. Based on the policy language in question the financial impact of this policy amendment will vary from year.

In the 12-month period from September 1, 2024 to August 30, 2025, the agency collected approximately \$45,000 of gross passenger revenue per typical service day, including long-term pass products. Gross passenger revenue from at-vehicle or immediate-board fare products totals approximately \$20,425 per typical service day.

The agency could forgo an estimated \$30,000 per fare-free service day between suspended atvehicle collection and deferred usage of pre-purchased fares.

In 2025, there are **4** Saturdays within early voting periods for qualifying elections that would be fare-free by policy with this amendment.

In 2026, there will be as few as **4** and as many as **8** Saturdays within early voting periods for qualifying elections that would be fare-free by policy with this amendment.

In 2027, there could be as few as **4** and as many as **8** Saturdays within early voting periods for qualifying elections that would be fare-free by policy with this amendment.

Based on the fare revenue collected per typical service day in the last 12 months, current fare prices, and Louisiana election calendars, NORTA could expect to forgo between \$120,000 and \$240,000 of fare revenue per year after expanding fare-free transit to the Saturdays of early voting for qualifying elections.

No other amendments could be reasonably expected to result in a financial impact of note.

#### **NEXT STEPS:**

Upon RTA Board Approval, staff will implement the fare policy as amended.

#### ATTACHMENTS:

1. Fare Policy Amendment Resolution

#### File #: 25-142

#### **Finance Committee**

- 2. Fare Policy Document (Clean)
- 3. Fare Policy Document (Redline)

Prepared By: Jack Duffy

Manager, Fare Policy and Systems Title:

Lucus Hudry

Reviewed By: Giselle Banks

Chief Financial Officer Title:

10/31/2025

Date

Lona Edwards Hankins

Chief Executive Officer



#### **Fare Policy**

(GEN11)

#### **POLICY STATEMENT**

The New Orleans Regional Transit Authority (RTA) is committed to providing highquality public transportation services for the benefit of the individuals and communities that it serves. This mission is funded by fare revenues from riders across its service area. RTA manages all Fare Elements, including fare structure and pricing, fare marketing and access, fare technology, fare collection, and fare enforcement.

This Fare Policy references RTA's Title VI and Environmental Justice Policy Manual (last revised January 2023).

#### **PURPOSE**

This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology- and solution-agnostic. It establishes RTA's goals, values, and commitments as they relate to fares.

This policy will be reviewed bi-annually and will be automatically reviewed and updated in the event of the following: (1) a change in the fare structure, (2) a Major Fare Technology Change, (3) any changes in State of Local Legislation related to Fare Elements, or (4) changes to any other RTA Policies that impact Fare Elements.

#### **APPLICATION**

This policy applies to all RTA employees involved in Fare Elements or Fare-Related Decisions.

#### **ADOPTED BY:**

The RTA Board of Commissioners on [DATE], Resolution [XX-XXX].		
APPROVED BY:		
Lona Hankins Chief Executive Officer		
Chief Excoditive Chief	Effective Date: [DATE]	



#### 1.0 <u>Fare Policy Objectives</u>

To guide Fare-Related Decisions, RTA has developed the following Fare Policy Objectives. These objectives reflect the complexity of implementing and managing Fare Elements that (1) meet the needs of the RTA and its users, (2) address the social, environmental, and economic goals for public transportation, and (3) fulfil federal civil rights obligations.

All RTA Fare-Related Decisions are guided by the Fare Policy Objectives. Some possible strategies may achieve one objective at the expense of another. These objectives should be carefully weighed in relation to each other whenever changes to Fare Elements are proposed. RTA strives to meet all these objectives, while recognizing that competing objectives must be balanced.

Improve Service	Orient Fare-Related Decisions towards enhancing service reliability and increasing overall speed of service.
Maximize Ridership to Drive Revenue for Service Expansion	Set fare structure and fare pricing to maximize ridership and ensure consistent sales growth for investment into service enhancements.
Advance Diversity, Equity, and Inclusion	Approach Fare Elements and Fare-Related Decisions with a focus on diversity, equity, and inclusion and a commitment to equitable access and outcomes for riders.
Enhance Connectivity	Utilize Fare Elements to enhance regional connectivity and integration across all modes of transportation.
Increase Efficiency and Simplicity	Increase speed and efficiency of rider boarding and simplicity of Fare Elements for customers.
Prioritize Local, Regular Riders	Prioritize regular riders through all Fare Elements, while reducing barriers to entry for new riders.
Minimize Operator Involvement in Fare Collection	Minimize the role of operators in fare collection and fare disputes to allow them to focus on providing safe, reliable, and welcoming service.
Optimize Return on Investment	Optimize the value of capital and operating expenditures on Fare Elements.



# 2.0 <u>Fare Structure Overview</u>

Section 2.4 summarizes pricing for all RTA Fares. A full definition of each RTA fare product can be found below.

#### 2.1 Single-Ride Fares (Bus and Streetcar)

**Adult Single Fare:** One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket.

**Priority Rider Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Priority Rider Single Fare is available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Youth Single Fare is available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.

#### 2.2 Single-Ride Fares (Ferries)

**Adult Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons.

**Priority Rider Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Priority Rider Ferry Fare is available to riders who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Youth Ferry Fare is available to riders who meet the eligibility of 'Youth,' outlined in Section 6.1.

**Trailer Ferry Fare:** One-way trip for a single trailer pulled by a vehicle with ticketed driver, with a combined length no greater than 48 feet.

**Vehicle Passenger Ferry Fare:** One-way trip for a passenger within a vehicle.



#### 2.3 Pass Products

- **1-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation.
- **1-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **1-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.
- **1-Day Regional Ride:** Provides riders with unlimited rides on both RTA bus, streetcar, and ferries as well as JP Transit buses for 24 hours after first activation.
- **3-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 3 consecutive days after first activation.
- **7-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 7 consecutive days after first activation.
- **31-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation.
- **31-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **31-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.



# 2.4 Fare Table

Current RTA fares are listed in the table below.

Single-Ride Fares (Bus and Streetcar)	
Adult Single Fare	1.25
Priority Rider Single Fare	0.40
Youth Single Fare	0.50
Single-Ride Fares (Ferry)	
Adult Ferry Fare	2.00
Priority Rider Ferry Fare	1.00
Youth Ferry Fare	1.00
Trailer Ferry Fare	3.00
Vehicle Passenger Ferry Fare	1.00
1-Day Pass	
1-Day Jazzy Pass (Adult)	3.00
1-Day Jazzy Pass (Priority Rider)	0.80
1-Day Jazzy Pass (Youth)	1.00
1-Day Regional Ride	6.00
3-Day Pass	
3-Day Jazzy Pass	8.00
7-Day Pass	
7-Day Jazzy Pass	15.00
31-Day Pass	
31-Day Jazzy Pass (Adult)	45.00
31-Day Jazzy Pass (Priority Rider)	14.00
31-Day Jazzy Pass (Youth)	18.00



# 3.0 Change and Refunds

#### 3.1 Change Policy

RTA does not provide change on the bus or streetcars. Passengers paying cash shall be provided with a "change card" usable on all RTA buses and streetcars in lieu of cash change. RTA does not provide change or change card on the ferries.

## 3.2 Refund Policy

Other than the cases established below, sales of fares and pass products (including Promotional Fares) are non-refundable. Riders shall be eligible for a replacement fare under the following circumstances:

- In the case of a major defect associated with any fare media.
- In the event that fare products are not delivered upon purchase for any reason.
- In the case of exceptional, unexpected service suspensions.

All fare refunds shall be processed through RTA's customer service center (Rideline). All refunds shall be made at the discretion of RTA for passes purchased within 90 days.



# 4.0 <u>Fare Reporting Requirements</u>

#### 4.1 Annual Fare Report

RTA is committed to providing its riders and other public stakeholders with accurate, timely information related to all Fare Elements. This information will serve to inform the Board of Commissioners and the public of RTA's performance relative to its Fare Policy Objectives. RTA will complete an Annual Fare Report with the following information:

#### **Fare Revenue**

- Total Fare Revenue (by Mode)
- Fare Revenue by Fare Media
- Fare Revenue by Sales Channel
- Fare Revenue / Rider (by Mode)

#### **Fare Collection Costs**

- Total Fare Collection Costs
- Fare Collection Costs by Mode
- Fare Collection Costs by Fare Media

## **Marketing / Access**

- Summary of Retail Network and Fare Access Points
- Overview of Pass Sales Programs
- Reporting on special fare programs or fare pilots

The Annual Fare Report shall be provided to the Board of Commissioners in March of each Calendar Year. The Annual Fare Report will use the same reporting standards and methodology as the Federal Transit Administration's National Transit Database (NTD).



# 5.0 Fare Changes

RTA's mission is funded by fare revenues, and the provision of world-class service is dependent on the collection of fares as operating revenue. As such, it's critical that RTA consistently evaluate its fare structure to determine the extent to which existing pricing provides sufficient funding to meet the Agency's goals.

#### 5.1 Fare Review Requirements

The RTA Finance Department will complete a Fare Structure Review every two years (the first of which was completed in January 2022), as well as at the occurrence of any of the following:

- Implementation of a Major Fare Technology Change
- Completion of a Temporary Fare Structure

The Fare Structure Review will include an analysis of all data reported in Section 4.1 "Annual Fare Report" in addition to the following components, when relevant to the fare elements under review:

- An analysis of the fare pricing and fare structure of peer agencies
- Focus groups with RTA staff (including operators) to determine the extent to which the current fare structure is meeting the Agency's broader objectives
- Surveys with ridership to determine the appropriateness of current fares

The Fare Structure Review will make recommendations to the Board of Commissioners as to whether changes to fare structure or fare pricing would help the RTA better achieve the goals laid out in Section 1.0 Fare Policy Objectives.

#### 5.2 Fare Adjustment Requirements

Adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the Board of Commissioners.

All adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the New Orleans City Council as established in Section 12(b) of Article III of the Transit Agreement executed between the City of New Orleans and the RTA on June 28, 1983.

Implementing an adjustment in RTA's fare structure or fare pricing requires satisfying the Agency's Title VI Requirements, including the performance of a Fare Analysis and the development and implementation of a Public Participation Plan. All Title VI



Requirements associated with implementing an adjustment in RTA's fare structure or fare pricing are established in the Title VI and Environmental Justice Policy Manual.

#### **5.3 Temporary Fare Structure**

RTA is authorized to implement a Temporary Fare Structure without satisfying its Title VI Requirements if the temporary fare reduction lasts less than six months. A Temporary Fare Structure must still be approved by the Board of Commissioners and the New Orleans City Council as defined in Section 5.2.

#### 5.4 Promotional Fare Discounts

Promotional distribution of discounted fares is necessary for the promotion of RTA's transit system. The Chief Executive Officer of the RTA, or their designee, is therefore authorized to approve distribution of discounted or free tickets and passes for the following one-time purposes:

- To provide an individual with an incentive to take their first trip on RTA
- To retain existing riders
- To encourage existing riders to ride the transit system more often and for different trip purposes
- To encourage individuals to use new or different modes
- To shift patrons from over-utilized services and amenities to under-utilized services and amenities of the transit system
- To incentivize the use of new fare media.

The justification for such promotional fares must be documented at the time of approval and included in the subsequent Annual Fare Report described in Section 4.1.

RTA retains the ability to offer Fare Free Days when no fare will be required to ride RTA services. Fare Free Days shall be announced at least one week in advance and must be approved by RTA's Executive Leadership Team. Eliminating fares for more than ten consecutive days constitutes either a Temporary Fare Structure (defined in Section 5.3) or a Suspension of Fares (established in Section 5.7).

Fare discounts to be implemented for more than one day, including free fares, will include a written justification and financial analysis when seeking the approval of the CEO or their designee. The justification and analysis will be documented and reported in the subsequent Annual Fare Report.

#### 5.5 Election Days

City-wide elections certified by the Louisiana Secretary of State on which candidates for city-wide, statewide, or federal office appear are to be observed with fare-free transit, on



all modes operated by the RTA, by resolution of the RTA Board of Commissioners, to help the riding public get to their designated polling places.

Additionally, the RTA will provide fare-free transit on all modes at the discretion of the CEO on one day during early voting periods for election days defined above.

#### **5.6 Transit Equity Day**

Transit Equity Day shall be observed each year on Rosa Parks' February 4 birthday. To honor the courageous actions of Rosa Parks, Claudette Colvin, Martha White, and all other pioneers who strove to assert equal rights for African Americans, this day will be observed with fare-free transit, on all modes operated by the RTA.

#### 5.7 Suspension of Fares

The RTA provides emergency transportation to the public when called upon to assist by the City of New Orleans and City of Kenner in accordance with the RTA's All Hazards Plan. The Chief Executive Officer has been authorized via a formal Cooperative Endeavor Agreement with the City of New Orleans and City of Kenner to suspend fare collection for those resources providing emergency transportation as emergency protective measures.

Additionally, under the RTA's All Hazards Plan, the RTA may receive formal requests outside of a mandatory City-wide evacuation for emergency transportation. The CEO is also authorized to suspend the collection of fares for these specific requests.

The RTA Incident Management Team (if activated) or the RTA's Emergency Management Department will notify the CEO when fares will be suspended, for how long, and for what specific assets.

# 5.8 'Pay-as-you-go' / Fare Capping

RTA is authorized to implement a 'pay as you go' policy, fare capping, to simplify the choice of fare and eliminate cost barriers for frequent riders. Riders using account-based fare media will be able to purchase certain time-based passes in increments of single-ride fares.



# 6.0 <u>Fare Categories</u>

#### 6.1 Fare Categories and Eligibility

RTA is committed to providing equitable transit access to all our riders via fares in three categories—Adult, Priority Riders, and Youth—where:

"Adult" riders are those aged 19 to 64 years of age, or who do not otherwise match one of the categories below.

"Priority Rider" is defined as any of the following:

- Any person 65 years of age and older.
- Any person who is a Veteran of the United States Armed Forces
- Any person who qualifies as disabled through the following: (1) any person registered legally blind by the Commission for the Blind; (2) any person registered disabled by the Social Security Administration; (3) any person certified 100% disabled by the Veterans Administration;; (4) any person receiving Medicare with a Medicare Card.

"Youth" is defined as (1) any person under 19 years of age; or (2) any person who is a Kindergarten through Grade 12 student.

The discounted fares offered to Priority Riders and Youth are defined within Table 1 Current RTA Fare Pricing in Section 2.4.

# **6.2 Free Fare Eligibility**

The individuals and members of groups listed below are eligible to ride RTA for free:

- Children five years of age and younger when accompanied by an adult
- Uniformed and badged Law Enforcement Officers as defined by Louisiana Revised Statute 40:2402
- Uniformed and badged Fire Fighters as defined by Louisiana Revised Statute 39:1991(A)

Any person qualifying as Temporarily Disabled or Disabled through RTA's Paratransit Service Eligibility Criteria and carrying an RTA Paratransit Card.

Per RTA Policy HC19, RTA also issues transportation passes to eligible individuals. Transportation passes are valid as fare media on all RTA transit services. Individuals travelling with a badged RTA employee, for the express purpose of agency business, may also board for free at the employee's direction.

Full definitions of eligible parties and guidelines for transportation passes can be found in RTA Policy HC19.



# 7.0 <u>Pass Sales Programs</u>

#### 7.1 Retail Sales

RTA partners with select retailers to provide additional cost-effective distribution outlets for RTA passes. By expanding RTA's sales network, RTA is helping drive local retail sales through small businesses. RTA discounts the fares sold to retailers as identified in the table below. By selling RTA passes, retailers agree to sell the passes at the prices listed in Section 2.4. If a retail outlet is found to be in violation of this policy, RTA reserves the right to limit or suspend retail sales to that establishment.

Pass Type	Discount 50 or more
1-Day	10%
1-Day Youth	10%
1-Day Priority	10%
3-Day	10%
7-Day	10%
31-Day Youth	10%
31-Day Priority	10%
31-Day	10%

<sup>\*50</sup> applies to total passes in one transaction, regardless of pass type

#### 7.2 Non-Retail Bulk Discount

Bulk Discounts are offered to any organizations looking to purchase 50 or more multiday passes in a single transaction. Organizations may not re-sell Bulk Discount passes. If an organization is found to be in violation of this policy, RTA reserves the right to limit or suspend future bulk discounts to that organization.

Pass Type	50 or more	500 or more	1,500 or more	2,500 or more
3-Day	5%	10%	15%	20%
7-Day	5%	10%	15%	20%
31-Day	5%	10%	15%	20%



# 7.3 University Pass

Colleges and universities in the Greater New Orleans Region can offer their students discounted RTA fare media through the University Pass Program. RTA offers Colleges and Universities semester passes at a rate of \$85 per Academic Term per student. Academic Terms are defined as following:

- Fall
- Spring
- Summer

University Passes are only offered to students at colleges, universities, and post-secondary educational institutions who have opted into RTA's University Pass Program.



# 8.0 Fare Media and Accessibility Commitments

#### 8.1 Fare Media Diversity

RTA is committed to offering fares across diverse media, giving riders the opportunity to purchase fares in the format that best suits their needs. Even as RTA enhances its fare technology, it is committed to meeting the needs of its riders who use physical passes and pay for fares with cash. Further, RTA is committed to providing equal fares regardless of point of sale.

RTA's Title VI Policy identifies the responsibility of the agency to avoid service and policy changes that will result in discriminatory or disparate impacts on the communities it serves. In this spirit, RTA recognizes that its fare offerings must meet the diverse needs of its ridership. As RTA implements new fare technology, it will ensure that equitable access and mobility are offered to all riders. No group of riders should bear an unfair or disproportionate burden of RTA Fare-Related Decisions.

#### **8.2 Equal Access Commitments**

RTA is committed to ensuring equitable geographic access to fare products throughout its service area. Distribution of RTA fare media points of purchase should support the Agency's Title VI objective to provide a level and quality of service sufficient to provide equal access and mobility for any person, regardless of race, color, national origin, English-language proficiency, or access to non-cash payments.

RTA will affirmatively improve access for minority and low-income riders to purchase fares in the media that best suit their needs. Riders across RTA's service area will enjoy similar access to fares in the media of their choosing. RTA commits to appropriately informing riders of upcoming changes in fares, fare media, and available fare products. RTA will effectively communicate changes to the communities in its service area.

RTA is committed to training riders on relevant fare technology as the Agency updates its technology but believes that training riders on the utilization of fare technology is not a substitute for equity-led fares media offerings and fare product accessibility.

As RTA expands eligibility criteria for its Priority Rider Program, RTA commits that all elements related to access for enrollment, sign-up, and utilization require specific review by the Board of Commissioners. RTA is committed to ensuring low barriers to entry to these programs.



# 9.0 <u>Fare Validation</u>

#### 9.1 Fare Validation Requirements

Although RTA will not seek criminal punishments for fare evasion, passengers must purchase a fare (or confirm their eligibility for a free fare in accordance with Section 6.2) to board any RTA bus, streetcar, or ferry.

Prior to boarding an RTA bus, streetcar, or ferry, passengers must provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) to an Operator or Authorized Fare Validation Personnel.

Passengers must be able to provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) upon request from an Operator or Authorized Fare Validation Personnel at the following times:

- While on-board an RTA bus, streetcar, or ferry
- While in designated fare zones
- When exiting an RTA bus, streetcar, or ferry

Passengers eligible for a Youth Fare or Priority Rider Fare (as defined in Section 6.1) must have proof of eligibility for the use of such fare.

Passengers who are using a Youth Fare or Priority Rider Fare must be able to provide evidence of eligibility upon request from an Operator or Authorized Fare Validation Personnel while on-board an RTA bus, streetcar, or ferry.



# 10.0 Glossary of Terms

Adult	A fare category for all riders aged 19 to 64 years of age, or who do not otherwise meet the eligibility for 'Priority Rider' or 'Youth'
Authorized Fare Validation Personnel	Any RTA employee or contractor with the authority to check the presence and validity of a passenger's fare
Boarding Time	The time a vehicle spends at a scheduled stop for the purpose of passenger boarding
Bulk Discounts / Bulk Discount Program	Price reductions on fares when sold in quantities of 50 or more as defined in Section 7.2
Dwell Time	The time a vehicle spends at a scheduled stop without moving
Fare-Related Decisions	Internal RTA decisions or decisions made by the RTA Board of Commissioners associated with Fare-Related Elements
Fare Access Points	All points, geographical or otherwise, where passengers can purchase fares
Fare Elements	All components of the fare process, including but not limited to policy, pricing, fare media, technology, and service
Fare Free Days	Days on which no fares will be collected for RTA service
Fare Media	The physical or electronic means by which a fare purchase is represented
Fare Policy	This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology and solution agnostic. It establishes RTA's goals, values, and commitments as it relates to fares
Fare Revenue	Money collected in exchange for fares
Fare Structure	The overall set of fares and prices offered to riders



Fare Structure Review	Requirements associated with review of the Fare Structure as defined in Section 5.1	
Major Fare Technology Change	Change in the technology associated with the sale, validation, or enforcement of fares whereby the total capital cost associated with the improvements exceeds \$10 million	
National Transit Database (NTD)	Database of financial, operating, and asset conditions of public transit providers, maintained by the Federal Transit Authority	
New Orleans Regional Transit Authority (RTA)	Public transportation agency serving the New Orleans region	
Operator	Employees and/or contractors responsible for the safe operation of RTA service vehicles	
Priority Rider	<ul> <li>A fare category for all riders who meet one of the following eligibility criteria:</li> <li>(1) Any person 65 years of age and older.</li> <li>(1) any person under 65 years of age registered legally blind by the Commission for the Blind; (2) any person under 65 years of age registered disabled by the Social Security Administration; (3) any person under 65 years of age certified 100% disabled by the Veterans Administration.</li> <li>(1) any person who is a Veteran of the United States Armed Forces</li> <li>(1) any person who shows a valid Medicare Card</li> </ul>	
Retail Network	The collective retail partners who sell RTA passes	
RTA Board of Commissioners	The governing body of the Regional Transit Authority, consisting of publicly appointed representatives from the communities served by RTA	
Temporary Fare Structure	A fare reduction implemented for less than six months	



Time-Based Ticket	A fare that allows the holder to board multiple eligible RTA services within a given timeframe
Title VI and Environmental Justice Policy Manual	Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color, and national origin to ensure nondiscriminatory transportation. The Title VI and Environmental Justice Policy Manual outlines RTA's commitments
Youth	A fare category for any rider who is under 19 years of age or who is a Kindergarten through Grade 12 student

#### 11.0 POLICY HISTORY

Date	Revision No.	Resolution No.	Comments
09/27/2022	Board Adoption	22-071	
12/16/2025	#1		

# **12.0 REFERENCES**

- Title VI and Environmental Justice Policy Manual (last revised January 2023)
- Transportation Policy (HC 19)
- 2024 Fare Annual Report

#### 13.0 SPONSORING DEPARTMENT

Finance

#### **14.0 NEXT REVIEW DATE**

• On or before November 2027





RESOLUTION NO. \_\_\_\_\_ FILE ID NO. 25-142 STATE OF LOUISIANA

PARISH OF ORLEANS

# A RESOLUTION TO ADOPT THE FARE POLICY (GEN 11) AMENDMENT #1 FOR THE REGIONAL TRANSIT AUTHORITY (RTA)

Introduced	by	Commissioner	,	seconded	by	Commissioner

**WHEREAS**, the Board of Commissioners formally adopted an agency Fare Policy in September 2022; and

**WHEREAS**, RTA staff have identified necessary amendments to the Fare Policy to better reflect operational needs and advance Agency goals; and

**WHEREAS**, the Fare Policy will be reviewed bi-annually and automatically updated when the following changes occur temporary or permanent policies are made to simplify fare structures; changes in State and Local Legislation related to fare elements; and changes in fare technology.; and

**WHEREAS**, the amendments contained herein can be expected to see the Agency forgo approximately \$120,000 to \$240,000 per year based on current practice.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to amend the Fare Policy.

Resolution No	
Page 2	
THE FOREGOING WAS F	READ IN FULL, THE ROLL WAS CALLED ON THE
ADOPTION THEREOF AND RES	ULTED AS FOLLOWS:
,	VE 4.0
	YEAS:
	NAYS:
	ABSTAIN:
•	ABSENT:
AND THE RESOLUTION W	VAS ADOPTED ON THEth DAY OF MONTH, YEAR.
AND THE RESOLUTION W	VAS ADOI TED ON THE DAT OF MONTH, TEAK.
	FRED A. NEAL, JR.
	CHAIRMAN
DTA R	OADD OF COMMISSIONEDS



## **Fare Policy**

(GEN11)

#### **POLICY STATEMENT**

The New Orleans Regional Transit Authority (RTA) is committed to providing highquality public transportation services for the benefit of the individuals and communities that it serves. This mission is funded by fare revenues from riders across its service area. RTA manages all Fare Elements, including fare structure and pricing, fare marketing and access, fare technology, fare collection, and fare enforcement.

This Fare Policy references RTA's Title VI and Environmental Justice Policy Manual (last revised January 2023).

#### **PURPOSE**

This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology- and solution-agnostic. It establishes RTA's goals, values, and commitments as they relate to fares.

This policy will be reviewed bi-annually and will be automatically reviewed and updated in the event of the following: (1) a change in the fare structure, (2) a Major Fare Technology Change, (3) any changes in State of Local Legislation related to Fare Elements, or (4) changes to any other RTA Policies that impact Fare Elements.

#### **APPLICATION**

This policy applies to all RTA employees involved in Fare Elements or Fare-Related Decisions.

#### ADOPTED BY:

The RTA Board of Commissioners on [DATE], Resolution [XX-XXX].

APPROVED BY:	
 Lona Hankins	
Chief Executive Officer	Effective Date: [DATE



# 1.0 <u>Fare Policy Objectives</u>

To guide Fare-Related Decisions, RTA has developed the following Fare Policy Objectives. These objectives reflect the complexity of implementing and managing Fare Elements that (1) meet the needs of the RTA and its users, (2) address the social, environmental, and economic goals for public transportation, and (3) fulfil federal civil rights obligations.

All RTA Fare-Related Decisions are guided by the Fare Policy Objectives. Some possible strategies may achieve one objective at the expense of another. These objectives should be carefully weighed in relation to each other whenever changes to Fare Elements are proposed. RTA strives to meet all these objectives, while recognizing that competing objectives must be balanced.

Improve Service	Orient Fare-Related Decisions towards enhancing service reliability and increasing overall speed of service.
Maximize Ridership to Drive Revenue for Service Expansion	Set fare structure and fare pricing to maximize ridership and ensure consistent sales growth for investment into service enhancements.
Advance Diversity, Equity, and Inclusion	Approach Fare Elements and Fare-Related Decisions with a focus on diversity, equity, and inclusion and a commitment to equitable access and outcomes for riders.
Enhance Connectivity	Utilize Fare Elements to enhance regional connectivity and integration across all modes of transportation.
Increase Efficiency and Simplicity	Increase speed and efficiency of rider boarding and simplicity of Fare Elements for customers.
Prioritize Local, Regular Riders	Prioritize regular riders through all Fare Elements, while reducing barriers to entry for new riders.
Minimize Operator Involvement in Fare Collection	Minimize the role of operators in fare collection and fare disputes to allow them to focus on providing safe, reliable, and welcoming service.
Optimize Return on Investment	Optimize the value of capital and operating expenditures on Fare Elements.



#### 2.0 Fare Structure Overview

Section 2.4 summarizes pricing for all RTA Fares. A full definition of each RTA fare product can be found below.

#### 2.1 Single-Ride Fares (Bus and Streetcar)

**Adult Single Fare:** One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket.

**Priority Rider Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Priority Rider Single Fare is available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Youth Single Fare is available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.

#### 2.2 Single-Ride Fares (Ferries)

**Adult Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons.

**Priority Rider Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Priority Rider Ferry Fare is available to riders who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Youth Ferry Fare is available to riders who meet the eligibility of 'Youth,' outlined in Section 6.1.

**Trailer Ferry Fare:** One-way trip for a single trailer pulled by a vehicle with ticketed driver, with a combined length no greater than 48 feet.

**Vehicle Passenger Ferry Fare:** One-way trip for a passenger within a vehicle.



#### 2.3 Pass Products

- **1-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation.
- **1-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **1-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.
- **1-Day Regional Ride:** Provides riders with unlimited rides on both RTA bus, streetcar, and ferries as well as JP Transit buses for 24 hours after first activation.
- **3-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 3 consecutive days after first activation.
- **7-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 7 consecutive days after first activation.
- **31-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation.
- **31-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **31-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.



# 2.4 Fare Table

Current RTA fares are listed in the table below.

Single-Ride Fares (Bus and Streetcar)	
Adult Single Fare	1.25
Priority Rider Single Fare	0.40
Youth Single Fare	0.50
Single-Ride Fares (Ferry)	
Adult Ferry Fare	2.00
Priority Rider Ferry Fare	1.00
Youth Ferry Fare	1.00
Trailer Ferry Fare	3.00
Vehicle Passenger Ferry Fare	1.00
1-Day Pass	
1-Day Jazzy Pass (Adult)	3.00
1-Day Jazzy Pass (Priority Rider)	0.80
1-Day Jazzy Pass (Youth)	1.00
1-Day Regional Ride	6.00
3-Day Pass	
3-Day Jazzy Pass	8.00
7-Day Pass	
7-Day Jazzy Pass	15.00
31-Day Pass	
31-Day Jazzy Pass (Adult)	45.00
31-Day Jazzy Pass (Priority Rider)	14.00
31-Day Jazzy Pass (Youth)	18.00



# 3.0 Change and Refunds

#### 3.1 Change Policy

RTA does not provide change on the bus or streetcars. Passengers paying cash shall be provided with a "change card" usable on all RTA buses and streetcars in lieu of cash change. RTA does not provide change or change card on the ferries.

#### 3.2 Refund Policy

Other than the cases established below, sales of fares and pass products (including Promotional Fares) are non-refundable. Riders shall be eligible for a replacement fare under the following circumstances:

- In the case of a major defect associated with any fare media.
- In the event that fare products are not delivered upon purchase for any reason.
- In the case of exceptional, unexpected service suspensions.

All fare refunds shall be processed through RTA's customer service center (Rideline). All refunds shall be made at the discretion of RTA for passes purchased within 90 days.



# 4.0 Fare Reporting Requirements

#### 4.1 Annual Fare Report

RTA is committed to providing its riders and other public stakeholders with accurate, timely information related to all Fare Elements. This information will serve to inform the Board of Commissioners and the public of RTA's performance relative to its Fare Policy Objectives. RTA will complete an Annual Fare Report with the following information:

#### **Fare Revenue**

- Total Fare Revenue (by Mode)
- Fare Revenue by Fare Media
- Fare Revenue by Sales Channel
- Fare Revenue / Rider (by Mode)

#### **Fare Collection Costs**

- Total Fare Collection Costs
- Fare Collection Costs by Mode
- Fare Collection Costs by Fare Media

### **Marketing / Access**

- Summary of Retail Network and Fare Access Points
- Overview of Pass Sales Programs
- Reporting on special fare programs or fare pilots

The Annual Fare Report shall be provided to the Board of Commissioners in March of each Calendar Year. The Annual Fare Report will use the same reporting standards and methodology as the Federal Transit Administration's National Transit Database (NTD).



# 5.0 Fare Changes

RTA's mission is funded by fare revenues, and the provision of world-class service is dependent on the collection of fares as operating revenue. As such, it's critical that RTA consistently evaluate its fare structure to determine the extent to which existing pricing provides sufficient funding to meet the Agency's goals.

# 5.1 Fare Review Requirements

The RTA Finance Department will complete a Fare Structure Review every two years (the first of which was completed in January 2022), as well as at the occurrence of any of the following:

- Implementation of a Major Fare Technology Change
- Completion of a Temporary Fare Structure

The Fare Structure Review will include an analysis of all data reported in Section 4.1 "Annual Fare Report" in addition to the following components, when relevant to the fare elements under review:

- An analysis of the fare pricing and fare structure of peer agencies
- Focus groups with RTA staff (including operators) to determine the extent to which the current fare structure is meeting the Agency's broader objectives
- Surveys with ridership to determine the appropriateness of current fares

The Fare Structure Review will make recommendations to the Board of Commissioners as to whether changes to fare structure or fare pricing would help the RTA better achieve the goals laid out in Section 1.0 Fare Policy Objectives.

## **5.2 Fare Adjustment Requirements**

Adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the Board of Commissioners.

All adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the New Orleans City Council as established in Section 12(b) of Article III of the Transit Agreement executed between the City of New Orleans and the RTA on June 28, 1983.

Implementing an adjustment in RTA's fare structure or fare pricing requires satisfying the Agency's Title VI Requirements, including the performance of a Fare Analysis and the development and implementation of a Public Participation Plan. All Title VI Requirements associated with implementing an adjustment in RTA's fare structure or fare pricing are established in the Title VI and Environmental Justice Policy Manual.



# 5.3 Temporary Fare Structure

RTA is authorized to implement a Temporary Fare Structure without satisfying its Title VI Requirements if the temporary fare reduction lasts less than six months. A Temporary Fare Structure must still be approved by the Board of Commissioners and the New Orleans City Council as defined in Section 5.2.

#### 5.4 Promotional Fare Discounts

Promotional distribution of discounted fares is necessary for the promotion of RTA's transit system. The Chief Executive Officer of the RTA, or their designee, is therefore authorized to approve distribution of discounted or free tickets and passes for the following one-time purposes:

- To provide an individual with an incentive to take their first trip on RTA
- To retain existing riders
- To encourage existing riders to ride the transit system more often and for different trip purposes
- To encourage individuals to use new or different modes
- To shift patrons from over-utilized services and amenities to under-utilized services and amenities of the transit system
- To incentivize the use of new fare media

The justification for such promotional fares must be documented at the time of approval and included in the subsequent Annual Fare Report described in Section 4.1.

RTA retains the ability to offer Fare Free Days when no fare will be required to ride RTA services. Fare Free Days shall be announced at least one week in advance and must be approved by RTA's Executive Leadership Team. Eliminating fares for more than ten consecutive days constitutes either a Temporary Fare Structure (defined in Section 5.3) or a Suspension of Fares (established in Section 5.7).

Fare discounts to be implemented for more than one day, including free fares, will include a written justification and financial analysis when seeking the approval of the CEO or their designee. The justification and analysis will be documented and reported in the subsequent Annual Fare Report.

## 5.5 Election Days

City-wide elections certified by the Louisiana Secretary of State on which candidates for city-wide, statewide, or federal office appear are to be observed with fare-free transit, on all modes operated by the RTA, by resolution of the RTA Board of Commissioners, to help the riding public get to their designated polling places.



Additionally, the RTA will provide fare-free transit on all modes on any Saturday during early voting periods for election days defined above.

#### 5.6 Rosa Parks Day and Claudette Colvin Day

Rosa Parks Day shall be observed each year on Rosa Parks' February 4 birthday. Claudette Colvin Day shall be observed each year on Claudette Colvin's September 5 birthday. To honor their courageous assertions of equal rights for African Americans and to commemorate their historic roles in America's Civil Rights movement, those days are to be observed with fare-free transit, on all modes operated by the RTA.

#### 5.7 Suspension of Fares

The RTA provides emergency transportation to the public when called upon to assist by the City of New Orleans in accordance with the RTA's All Hazards Plan. The Chief Executive Officer has been authorized via a formal Cooperative Endeavor Agreement with the City of New Orleans to suspend fare collection for those resources providing emergency transportation as emergency protective measures.

Additionally, under the RTA's All Hazards Plan, the RTA may receive formal requests outside of a mandatory City-wide evacuation for emergency transportation. The CEO is also authorized to suspend the collection of fares for these specific requests.

The RTA Incident Management Team (if activated) or the RTA's Emergency Management Department will notify the CEO when fares will be suspended, for how long, and for what specific assets.

#### 5.8 'Pay-as-you-go' / Fare Capping

RTA is authorized to implement a 'pay as you go' policy, fare capping, to simplify the choice of fare and eliminate cost barriers for frequent riders. Riders using account-based fare media will be able to purchase certain time-based passes in increments of single-ride fares.



# 6.0 Fare Categories

#### 6.1 Fare Categories and Eligibility

RTA is committed to providing equitable transit access to all our riders via fares in three categories—Adult, Priority Riders, and Youth—where:

"Adult" riders are those aged 19 to 64 years of age, or who do not otherwise match one of the categories below.

"Priority Rider" is defined as any of the following:

- Any person 65 years of age and older.
- Any person who is a Veteran of the United States Armed Forces
- Any person who qualifies as disabled through the following: (1) any person registered legally blind by the Commission for the Blind; (2) any person registered disabled by the Social Security Administration; (3) any person certified 100% disabled by the Veterans Administration;; (4) any person receiving Medicare with a Medicare Card.

"Youth" is defined as (1) any person under 19 years of age; or (2) any person who is a Kindergarten through Grade 12 student.

The discounted fares offered to Priority Riders and Youth are defined within Table 1 Current RTA Fare Pricing in Section 2.4.

#### 6.2 Free Fare Eligibility

The individuals and members of groups listed below are eligible to ride RTA for free:

- Children five years of age and younger when accompanied by an adult
- Uniformed and badged Law Enforcement Officers as defined by Louisiana Revised Statute 40:2402
- Uniformed and badged Fire Fighters as defined by Louisiana Revised Statute 39:1991(A)

Any person qualifying as Temporarily Disabled or Disabled through RTA's Paratransit Service Eligibility Criteria and carrying an RTA Paratransit Card.

Per RTA Policy HC19, RTA also issues transportation passes to eligible individuals. Transportation passes are valid as fare media on all RTA transit services. Individuals travelling with a badged RTA employee, for the express purpose of agency business, may also board for free at the employee's direction.

Full definitions of eligible parties and guidelines for transportation passes can be found in RTA Policy HC19.



# 7.0 Pass Sales Programs

#### 7.1 Retail Sales

RTA partners with select retailers to provide additional cost-effective distribution outlets for RTA passes. By expanding RTA's sales network, RTA is helping drive local retail sales through small businesses. RTA discounts the fares sold to retailers as identified in the table below. By selling RTA passes, retailers agree to sell the passes at the prices listed in Section 2.4. If a retail outlet is found to be in violation of this policy, RTA reserves the right to limit or suspend retail sales to that establishment.

Pass Type	Discount 50 or more
1-Day	10%
1-Day Youth	10%
1-Day Priority	10%
3-Day	10%
7-Day	10%
31-Day Youth	10%
31-Day Priority	10%
31-Day	10%

<sup>\*50</sup> applies to total passes in one transaction, regardless of pass type

#### 7.2 Non-Retail Bulk Discount

Bulk Discounts are offered to any organizations looking to purchase 50 or more multiday passes in a single transaction. Organizations may not re-sell Bulk Discount passes. If an organization is found to be in violation of this policy, RTA reserves the right to limit or suspend future bulk discounts to that organization.

Pass Type	50 or more	500 or more	1,500 or more	2,500 or more
3-Day	5%	10%	15%	20%
7-Day	5%	10%	15%	20%
31-Day	5%	10%	15%	20%



# 7.3 University Pass

Colleges and universities in the Greater New Orleans Region can offer their students discounted RTA fare media through the University Pass Program. RTA offers Colleges and Universities semester passes at a rate of \$85 per Academic Term per student. Academic Terms are defined as following:

- Fall
- Spring
- Summer

University Passes are only offered to students at colleges, universities, and post-secondary educational institutions who have opted into RTA's University Pass Program.



## 8.0 Fare Media and Accessibility Commitments

#### 8.1 Fare Media Diversity

RTA is committed to offering fares across diverse media, giving riders the opportunity to purchase fares in the format that best suits their needs. Even as RTA enhances its fare technology, it is committed to meeting the needs of its riders who use physical passes and pay for fares with cash. Further, RTA is committed to providing equal fares regardless of point of sale.

RTA's Title VI Policy identifies the responsibility of the agency to avoid service and policy changes that will result in discriminatory or disparate impacts on the communities it serves. In this spirit, RTA recognizes that its fare offerings must meet the diverse needs of its ridership. As RTA implements new fare technology, it will ensure that equitable access and mobility are offered to all riders. No group of riders should bear an unfair or disproportionate burden of RTA Fare-Related Decisions.

#### **8.2 Equal Access Commitments**

RTA is committed to ensuring equitable geographic access to fare products throughout its service area. Distribution of RTA fare media points of purchase should support the Agency's Title VI objective to provide a level and quality of service sufficient to provide equal access and mobility for any person, regardless of race, color, national origin, English-language proficiency, or access to non-cash payments.

RTA will affirmatively improve access for minority and low-income riders to purchase fares in the media that best suit their needs. Riders across RTA's service area will enjoy similar access to fares in the media of their choosing. RTA commits to appropriately informing riders of upcoming changes in fares, fare media, and available fare products. RTA will effectively communicate changes to the communities in its service area.

RTA is committed to training riders on relevant fare technology as the Agency updates its technology but believes that training riders on the utilization of fare technology is not a substitute for equity-led fares media offerings and fare product accessibility.

As RTA expands eligibility criteria for its Priority Rider Program, RTA commits that all elements related to access for enrollment, sign-up, and utilization require specific review by the Board of Commissioners. RTA is committed to ensuring low barriers to entry to these programs.



#### 9.0 Fare Validation

# 9.1 Fare Validation Requirements

Although RTA will not seek criminal punishments for fare evasion, passengers must purchase a fare (or confirm their eligibility for a free fare in accordance with Section 6.2) to board any RTA bus, streetcar, or ferry.

Prior to boarding an RTA bus, streetcar, or ferry, passengers must provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) to an Operator or Authorized Fare Validation Personnel.

Passengers must be able to provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) upon request from an Operator or Authorized Fare Validation Personnel at the following times:

- While on-board an RTA bus, streetcar, and ferry
- While in designated fare zones
- When exiting an RTA bus, streetcar, and ferry

Passengers who are using a Youth Fare or Priority Rider Fare must be able to provide evidence of eligibility upon request from an Operator or Authorized Fare Validation Personnel while on-board an RTA bus, streetcar, or ferry.



# 10.0 Glossary of Terms

Adult	A fare category for all riders aged 19 to 64 years of age, or who do not otherwise meet the eligibility for 'Priority Rider' or 'Youth'	
Authorized Fare Validation Personnel	Any RTA employee or contractor with the authority to check the presence and validity of a passenger's fare	
Boarding Time	The time a vehicle spends at a scheduled stop for the purpose of passenger boarding	
Bulk Discounts / Bulk Discount Program	Price reductions on fares when sold in quantities of 50 or more as defined in Section 7.2	
Dwell Time	The time a vehicle spends at a scheduled stop without moving	
Fare-Related Decisions	Internal RTA decisions or decisions made by the RTA Board of Commissioners associated with Fare-Related Elements	
Fare Access Points	All points, geographical or otherwise, where passengers can purchase fares	
Fare Elements	All components of the fare process, including but not limited to policy, pricing, fare media, technology, and service	
Fare Free Days	Days on which no fares will be collected for RTA service	
Fare Media	The physical or electronic means by which a fare purchase is represented	
Fare Policy	This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology and solution agnostic. It establishes RTA's goals, values, and commitments as it relates to fares	
Fare Revenue	Money collected in exchange for fares	
Fare Structure	The overall set of fares and prices offered to riders	



Fare Structure Review	Requirements associated with review of the Fare Structure as defined in Section 5.1	
Major Fare Technology Change	Change in the technology associated with the sale, validation, or enforcement of fares whereby the total capital cost associated with the improvements exceeds \$10 million	
National Transit Database (NTD)	Database of financial, operating, and asset conditions of public transit providers, maintained by the Federal Transit Authority	
New Orleans Regional Transit Authority (RTA)	Public transportation agency serving the New Orleans region	
Operator	Employees and/or contractors responsible for the safe operation of RTA service vehicles	
Priority Rider	<ul> <li>A fare category for all riders who meet one of the following eligibility criteria:</li> <li>(1) Any person 65 years of age and older.</li> <li>(1) any person under 65 years of age registered legally blind by the Commission for the Blind; (2) any person under 65 years of age registered disabled by the Social Security Administration; (3) any person under 65 years of age certified 100% disabled by the Veterans Administration.</li> <li>(1) any person who is a Veteran of the United States Armed Forces</li> <li>(1) any person who shows a valid Medicare Card</li> </ul>	
Retail Network	The collective retail partners who sell RTA passes	
RTA Board of Commissioners	The governing body of the Regional Transit Authority, consisting of publicly appointed representatives from the communities served by RTA	
Temporary Fare Structure	A fare reduction implemented for less than six months	



Time-Based Ticket	A fare that allows the holder to board multiple eligible RTA services within a given timeframe
Title VI and Environmental Justice Policy Manual	Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color, and national origin to ensure nondiscriminatory transportation. The Title VI and Environmental Justice Policy Manual outlines RTA's commitments
Youth	A fare category for any rider who is under 19 years of age or who is a Kindergarten through Grade 12 student

#### 11.0 POLICY HISTORY

Date	Revision No.	Resolution No.	Comments		
09/27/2022	Board Adoption	22-071			

#### **12.0 REFERENCES**

- Title VI and Environmental Justice Policy Manual (last revised January 2023)
- Transportation Policy (HC 19)
- 2024 Fare Annual Report

#### 13.0 SPONSORING DEPARTMENT

Finance

# **14.0 NEXT REVIEW DATE**

• On or before November 2027



# **Fare Policy**

(GEN11)

# **POLICY STATEMENT**

The New Orleans Regional Transit Authority (RTA) is committed to providing highquality public transportation services for the benefit of the individuals and communities that it serves. This mission is funded by fare revenues from riders across its service area. RTA manages all Fare Elements, including fare structure and pricing, fare marketing and access, fare technology, fare collection, and fare enforcement.

This Fare Policy references RTA's Title VI and Environmental Justice Policy Manual (last revised January 2023).

### **PURPOSE**

This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology- and solution-agnostic. It establishes RTA's goals, values, and commitments as they relate to fares.

This policy will be reviewed bi-annually and will be automatically reviewed and updated in the event of the following: (1) a change in the fare structure, (2) a Major Fare Technology Change, (3) any changes in State of Local Legislation related to Fare Elements, or (4) changes to any other RTA Policies that impact Fare Elements.

# **APPLICATION**

This policy applies to all RTA employees involved in Fare Elements or Fare-Related Decisions.

# ADOPTED BY:

The RTA Board of Commissioners on [DATE], Resolution [XX-XXX].

# APPROVED BY: Lona Hankins Chief Executive Officer

Effective Date: [DATE]
Date of Last Review: [DATE]



# 1.0 <u>Fare Policy Objectives</u>

To guide Fare-Related Decisions, RTA has developed the following Fare Policy Objectives. These objectives reflect the complexity of implementing and managing Fare Elements that (1) meet the needs of the RTA and its users, (2) address the social, environmental, and economic goals for public transportation, and (3) fulfil federal civil rights obligations.

All RTA Fare-Related Decisions are guided by the Fare Policy Objectives. Some possible strategies may achieve one objective at the expense of another. These objectives should be carefully weighed in relation to each other whenever changes to Fare Elements are proposed. RTA strives to meet all these objectives, while recognizing that competing objectives must be balanced.

Improve Service	Orient Fare-Related Decisions towards enhancing service reliability and increasing overall speed of service.
Maximize Ridership to Drive Revenue for Service Expansion	Set fare structure and fare pricing to maximize ridership and ensure consistent sales growth for investment into service enhancements.
Advance Diversity, Equity, and Inclusion	Approach Fare Elements and Fare-Related Decisions with a focus on diversity, equity, and inclusion and a commitment to equitable access and outcomes for riders.
Enhance Connectivity	Utilize Fare Elements to enhance regional connectivity and integration across all modes of transportation.
Increase Efficiency and Simplicity	Increase speed and efficiency of rider boarding and simplicity of Fare Elements for customers.
Prioritize Local, Regular Riders	Prioritize regular riders through all Fare Elements, while reducing barriers to entry for new riders.
Minimize Operator Involvement in Fare Collection	Minimize the role of operators in fare collection and fare disputes to allow them to focus on providing safe, reliable, and welcoming service.
Optimize Return on Investment	Optimize the value of capital and operating expenditures on Fare Elements.



# 2.0 <u>Fare Structure Overview</u>

Section 2.4 summarizes pricing for all RTA Fares. A full definition of each RTA fare product can be found below.

# 2.1 Single-Ride Fares (Bus and Streetcar)

**Adult Single Fare:** One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket.

**Priority Rider Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Priority Rider Single Fare is available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Single Fare**: One trip on the bus or streetcar. Upon purchase or validation of a physical ticket at vehicle farebox, passengers may request a physical transfer ticket. Passengers may transfer to or ride any other RTA bus or streetcar within two hours of initial purchase upon presentation of a valid ticket. The Youth Single Fare is available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.

# 2.2 Single-Ride Fares (Ferries)

**Adult Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons.

**Priority Rider Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Priority Rider Ferry Fare is available to riders who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.

**Youth Ferry Fare:** One-way trip for a single rider on the ferry, including a vehicle weighing less than 10 tons. The Youth Ferry Fare is available to riders who meet the eligibility of 'Youth,' outlined in Section 6.1.

**Trailer Ferry Fare:** One-way trip for a single trailer pulled by a vehicle with ticketed driver, with a combined length no greater than 48 feet.

**Vehicle Passenger Ferry Fare:** One-way trip for a passenger within a vehicle.



# 2.3 Pass Products

- **1-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation.
- **1-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **1-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 24 hours after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.
- **1-Day Regional Ride:** Provides riders with unlimited rides on both RTA bus, streetcar, and ferries as well as JP Transit buses for 24 hours after first activation.
- **3-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 3 consecutive days after first activation.
- **7-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 7 consecutive days after first activation.
- **31-Day Jazzy Pass:** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation.
- **31-Day Jazzy Pass (Priority Rider):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Priority Riders,' outlined in Section 6.1.
- **31-Day Jazzy Pass (Youth):** Provides rider with use of the RTA bus, streetcar, or ferry for 31 consecutive days after first activation, available to passengers who meet the eligibility of 'Youth', outlined in Section 6.1.



# 2.4 Fare Table

Current RTA fares are listed in the table below.

Single-Ride Fares (Bus and Streetcar)	
Adult Single Fare	1.25
Priority Rider Single Fare	0.40
Youth Single Fare	0.50
Single-Ride Fares (Ferry)	
Adult Ferry Fare	2.00
Priority Rider Ferry Fare	1.00
Youth Ferry Fare	1.00
Trailer Ferry Fare	3.00
Vehicle Passenger Ferry Fare	1.00
1-Day Pass	
1-Day Jazzy Pass (Adult)	3.00
1-Day Jazzy Pass (Priority Rider)	0.80
1-Day Jazzy Pass (Youth)	1.00
1-Day Regional Ride	6.00
3-Day Pass	
3-Day Jazzy Pass	8.00
7-Day Pass	
7-Day Jazzy Pass	15.00
31-Day Pass	
31-Day Jazzy Pass (Adult)	45.00
31-Day Jazzy Pass (Priority Rider)	14.00
31-Day Jazzy Pass (Youth)	18.00



# 3.0 Change and Refunds

# 3.1 Change Policy

RTA does not provide change on the bus or streetcars. Passengers paying cash shall be provided with a "change card" usable on all RTA buses and streetcars in lieu of cash change. RTA does not provide change or change card on the ferries.

# 3.2 Refund Policy

Other than the cases established below, sales of fares and pass products (including Promotional Fares) are non-refundable. Riders shall be eligible for a replacement fare under the following circumstances:

- In the case of a major defect associated with any fare media.
- In the event that fare products are not delivered upon purchase for any reason.
- In the case of exceptional, unexpected service suspensions.

All fare refunds shall be processed through RTA's customer service center (Rideline). All refunds shall be made at the discretion of RTA for passes purchased within 90 days.



# 4.0 <u>Fare Reporting Requirements</u>

# 4.1 Annual Fare Report

RTA is committed to providing its riders and other public stakeholders with accurate, timely information related to all Fare Elements. This information will serve to inform the Board of Commissioners and the public of RTA's performance relative to its Fare Policy Objectives. RTA will complete an Annual Fare Report with the following information:

# **Fare Revenue**

- Total Fare Revenue (by Mode)
- Fare Revenue by Fare Media
- Fare Revenue by Sales Channel
- Fare Revenue / Rider (by Mode)

# **Fare Collection Costs**

- Total Fare Collection Costs
- Fare Collection Costs by Mode
- Fare Collection Costs by Fare Media

# **Marketing / Access**

- Summary of Retail Network and Fare Access Points
- Overview of Pass Sales Programs
- Reporting on special fare programs or fare pilots

The Annual Fare Report shall be provided to the Board of Commissioners in March of each Calendar Year. The Annual Fare Report will use the same reporting standards and methodology as the Federal Transit Administration's National Transit Database (NTD).



# 5.0 <u>Fare Changes</u>

RTA's mission is funded by fare revenues, and the provision of world-class service is dependent on the collection of fares as operating revenue. As such, it's critical that RTA consistently evaluate its fare structure to determine the extent to which existing pricing provides sufficient funding to meet the Agency's goals.

# 5.1 Fare Review Requirements

The RTA Finance Department will complete a Fare Structure Review every two years (the first of which was completed in January 2022), as well as at the occurrence of any of the following:

- Implementation of a Major Fare Technology Change
- Completion of a Temporary Fare Structure

The Fare Structure Review will include an analysis of all data reported in Section 4.1 "Annual Fare Report" in addition to the following components, when relevant to the fare elements under review:

- An analysis of the fare pricing and fare structure of peer agencies
- Focus groups with RTA staff (including operators) to determine the extent to which the current fare structure is meeting the Agency's broader objectives
- Surveys with ridership to determine the appropriateness of current fares

The Fare Structure Review will make recommendations to the Board of Commissioners as to whether changes to fare structure or fare pricing would help the RTA better achieve the goals laid out in Section 1.0 Fare Policy Objectives.

# **5.2 Fare Adjustment Requirements**

Adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the Board of Commissioners.

All adjustments to fare structure or fare pricing (other than Promotional Fares as defined in Section 5.4) shall be approved by the New Orleans City Council as established in Section 12(b) of Article III of the Transit Agreement executed between the City of New Orleans and the RTA on June 28, 1983.

Implementing an adjustment in RTA's fare structure or fare pricing requires satisfying the Agency's Title VI Requirements, including the performance of a Fare Analysis and the development and implementation of a Public Participation Plan. All Title VI



Requirements associated with implementing an adjustment in RTA's fare structure or fare pricing are established in the Title VI and Environmental Justice Policy Manual.

# **5.3 Temporary Fare Structure**

RTA is authorized to implement a Temporary Fare Structure without satisfying its Title VI Requirements if the temporary fare reduction lasts less than six months. A Temporary Fare Structure must still be approved by the Board of Commissioners and the New Orleans City Council as defined in Section 5.2.

# 5.4 Promotional Fare Discounts

Promotional distribution of discounted fares is necessary for the promotion of RTA's transit system. The Chief Executive Officer of the RTA, or their designee, is therefore authorized to approve distribution of discounted or free tickets and passes for the following one-time purposes:

- To provide an individual with an incentive to take their first trip on RTA
- To retain existing riders
- To encourage existing riders to ride the transit system more often and for different trip purposes
- To encourage individuals to use new or different modes
- To shift patrons from over-utilized services and amenities to under-utilized services and amenities of the transit system
- To incentivize the use of new fare media.

The justification for such promotional fares must be documented at the time of approval and included in the subsequent Annual Fare Report described in Section 4.1.

RTA retains the ability to offer Fare Free Days when no fare will be required to ride RTA services. Fare Free Days shall be announced at least one week in advance and must be approved by RTA's Executive Leadership Team. Eliminating fares for more than ten consecutive days constitutes either a Temporary Fare Structure (defined in Section 5.3) or a Suspension of Fares (established in Section 5.7).

Fare discounts to be implemented for more than one day, including free fares, will include a written justification and financial analysis when seeking the approval of the CEO or their designee. The justification and analysis will be documented and reported in the subsequent Annual Fare Report.

# 5.5 Election Days

City-wide elections certified by the Louisiana Secretary of State on which candidates for city-wide, statewide, or federal office appear are to be observed with fare-free transit, on



all modes operated by the RTA, by resolution of the RTA Board of Commissioners, to help the riding public get to their designated polling places.

Additionally, the RTA will provide fare-free transit on all modes on any Saturday during early voting periods for election days defined above.

# 5.6 Rosa Parks Day and Claudette Colvin Day

Rosa Parks Day shall be observed each year on Rosa Parks' February 4 birthday. Claudette Colvin Day shall be observed each year on Claudette Colvin's September 5 birthday. To honor their courageous assertions of equal rights for African Americans and to commemorate their historic roles in America's Civil Rights movement, those days are to be observed with fare-free transit, on all modes operated by the RTA.

# 5.7 Suspension of Fares

The RTA provides emergency transportation to the public when called upon to assist by the City of New Orleans in accordance with the RTA's All Hazards Plan. The Chief Executive Officer has been authorized via a formal Cooperative Endeavor Agreement with the City of New Orleans to suspend fare collection for those resources providing emergency transportation as emergency protective measures.

Additionally, under the RTA's All Hazards Plan, the RTA may receive formal requests outside of a mandatory City-wide evacuation for emergency transportation. The CEO is also authorized to suspend the collection of fares for these specific requests.

The RTA Incident Management Team (if activated) or the RTA's Emergency Management Department will notify the CEO when fares will be suspended, for how long, and for what specific assets.

# 5.8 'Pay-as-you-go' / Fare Capping

RTA is authorized to implement a 'pay as you go' policy, fare capping, to simplify the choice of fare and eliminate cost barriers for frequent riders. Riders using account-based fare media will be able to purchase certain time-based passes in increments of single-ride fares.



# 6.0 <u>Fare Categories</u>

# 6.1 Fare Categories and Eligibility

RTA is committed to providing equitable transit access to all our riders via fares in three categories—Adult, Priority Riders, and Youth—where:

"Adult" riders are those aged 19 to 64 years of age, or who do not otherwise match one of the categories below.

"Priority Rider" is defined as any of the following:

- Any person 65 years of age and older.
- Any person who is a Veteran of the United States Armed Forces
- Any person who qualifies as disabled through the following: (1) any person registered legally blind by the Commission for the Blind; (2) any person registered disabled by the Social Security Administration; (3) any person certified 100% disabled by the Veterans Administration;; (4) any person receiving Medicare with a Medicare Card.

"Youth" is defined as (1) any person under 19 years of age; or (2) any person who is a Kindergarten through Grade 12 student.

The discounted fares offered to Priority Riders and Youth are defined within Table 1 Current RTA Fare Pricing in Section 2.4.

# **6.2 Free Fare Eligibility**

The individuals and members of groups listed below are eligible to ride RTA for free:

- Children five years of age and younger when accompanied by an adult
- Uniformed and badged Law Enforcement Officers as defined by Louisiana Revised Statute 40:2402
- Uniformed and badged Fire Fighters as defined by Louisiana Revised Statute 39:1991(A)

Any person qualifying as Temporarily Disabled or Disabled through RTA's Paratransit Service Eligibility Criteria and carrying an RTA Paratransit Card.

Per RTA Policy HC19, RTA also issues transportation passes to eligible individuals. Transportation passes are valid as fare media on all RTA transit services. Individuals travelling with a badged RTA employee, for the express purpose of agency business, may also board for free at the employee's direction.

Full definitions of eligible parties and guidelines for transportation passes can be found in RTA Policy HC19.



# 7.0 <u>Pass Sales Programs</u>

### 7.1 Retail Sales

RTA partners with select retailers to provide additional cost-effective distribution outlets for RTA passes. By expanding RTA's sales network, RTA is helping drive local retail sales through small businesses. RTA discounts the fares sold to retailers as identified in the table below. By selling RTA passes, retailers agree to sell the passes at the prices listed in Section 2.4. If a retail outlet is found to be in violation of this policy, RTA reserves the right to limit or suspend retail sales to that establishment.

Pass Type	Discount 50 or more
1-Day	10%
1-Day Youth	10%
1-Day Priority	10%
3-Day	10%
7-Day	10%
31-Day Youth	10%
31-Day Priority	10%
31-Day	10%

<sup>\*50</sup> applies to total passes in one transaction, regardless of pass type

# 7.2 Non-Retail Bulk Discount

Bulk Discounts are offered to any organizations looking to purchase 50 or more multiday passes in a single transaction. Organizations may not re-sell Bulk Discount passes. If an organization is found to be in violation of this policy, RTA reserves the right to limit or suspend future bulk discounts to that organization.

Pass Type	50 or more	500 or more	1,500 or more	2,500 or more
3-Day	5%	10%	15%	20%
7-Day	5%	10%	15%	20%
31-Day	5%	10%	15%	20%

# 7.3 University Pass



Colleges and universities in the Greater New Orleans Region can offer their students discounted RTA fare media through the University Pass Program. RTA offers Colleges and Universities semester passes at a rate of \$85 per Academic Term per student. Academic Terms are defined as following:

- Fall
- Spring
- Summer

University Passes are only offered to students at colleges, universities, and post-secondary educational institutions who have opted into RTA's University Pass Program.



# 8.0 Fare Media and Accessibility Commitments

# 8.1 Fare Media Diversity

RTA is committed to offering fares across diverse media, giving riders the opportunity to purchase fares in the format that best suits their needs. Even as RTA enhances its fare technology, it is committed to meeting the needs of its riders who use physical passes and pay for fares with cash. Further, RTA is committed to providing equal fares regardless of point of sale.

RTA's Title VI Policy identifies the responsibility of the agency to avoid service and policy changes that will result in discriminatory or disparate impacts on the communities it serves. In this spirit, RTA recognizes that its fare offerings must meet the diverse needs of its ridership. As RTA implements new fare technology, it will ensure that equitable access and mobility are offered to all riders. No group of riders should bear an unfair or disproportionate burden of RTA Fare-Related Decisions.

# **8.2 Equal Access Commitments**

RTA is committed to ensuring equitable geographic access to fare products throughout its service area. Distribution of RTA fare media points of purchase should support the Agency's Title VI objective to provide a level and quality of service sufficient to provide equal access and mobility for any person, regardless of race, color, national origin, English-language proficiency, or access to non-cash payments.

RTA will affirmatively improve access for minority and low-income riders to purchase fares in the media that best suit their needs. Riders across RTA's service area will enjoy similar access to fares in the media of their choosing. RTA commits to appropriately informing riders of upcoming changes in fares, fare media, and available fare products. RTA will effectively communicate changes to the communities in its service area.

RTA is committed to training riders on relevant fare technology as the Agency updates its technology but believes that training riders on the utilization of fare technology is not a substitute for equity-led fares media offerings and fare product accessibility.

As RTA expands eligibility criteria for its Priority Rider Program, RTA commits that all elements related to access for enrollment, sign-up, and utilization require specific review by the Board of Commissioners. RTA is committed to ensuring low barriers to entry to these programs.



# 9.0 Fare Validation

# 9.1 Fare Validation Requirements

Although RTA will not seek criminal punishments for fare evasion, passengers must purchase a fare (or confirm their eligibility for a free fare in accordance with Section 6.2) to board any RTA bus, streetcar, or ferry.

Prior to boarding an RTA bus, streetcar, or ferry, passengers must provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) to an Operator or Authorized Fare Validation Personnel.

Passengers must be able to provide evidence of fare payment (or evidence of eligibility for a free fare in accordance with Section 6.2) upon request from an Operator or Authorized Fare Validation Personnel at the following times:

- While on-board an RTA bus, streetcar, and ferry
- While in designated fare zones
- When exiting an RTA bus, streetcar, and ferry

Passengers who are using a Youth Fare or Priority Rider Fare must be able to provide evidence of eligibility upon request from an Operator or Authorized Fare Validation Personnel while on-board an RTA bus, streetcar, or ferry.



# 10.0 Glossary of Terms

Adult	A fare category for all riders aged 19 to 64 years of age, or who do not otherwise meet the eligibility for 'Priority Rider' or 'Youth'
Authorized Fare Validation Personnel	Any RTA employee or contractor with the authority to check the presence and validity of a passenger's fare
Boarding Time	The time a vehicle spends at a scheduled stop for the purpose of passenger boarding
Bulk Discounts / Bulk Discount Program	Price reductions on fares when sold in quantities of 50 or more as defined in Section 7.2
Dwell Time	The time a vehicle spends at a scheduled stop without moving
Fare-Related Decisions	Internal RTA decisions or decisions made by the RTA Board of Commissioners associated with Fare-Related Elements
Fare Access Points	All points, geographical or otherwise, where passengers can purchase fares
Fare Elements	All components of the fare process, including but not limited to policy, pricing, fare media, technology, and service
Fare Free Days	Days on which no fares will be collected for RTA service
Fare Media	The physical or electronic means by which a fare purchase is represented
Fare Policy	This Fare Policy establishes transparent guidance for all Fare Elements and Fare-Related Decisions at RTA. The policy is technology and solution agnostic. It establishes RTA's goals, values, and commitments as it relates to fares
Fare Revenue	Money collected in exchange for fares
Fare Structure	The overall set of fares and prices offered to riders



Fare Structure Review	Requirements associated with review of the Fare Structure as defined in Section 5.1	
Major Fare Technology Change	Change in the technology associated with the sale, validation, or enforcement of fares whereby the total capital cost associated with the improvements exceeds \$10 million	
National Transit Database (NTD)	Database of financial, operating, and asset conditions of public transit providers, maintained by the Federal Transit Authority	
New Orleans Regional Transit Authority (RTA)	Public transportation agency serving the New Orleans region	
Operator	Employees and/or contractors responsible for the safe operation of RTA service vehicles	
Priority Rider	<ul> <li>A fare category for all riders who meet one of the following eligibility criteria:</li> <li>(1) Any person 65 years of age and older.</li> <li>(1) any person under 65 years of age registered legally blind by the Commission for the Blind; (2) any person under 65 years of age registered disabled by the Social Security Administration; (3) any person under 65 years of age certified 100% disabled by the Veterans Administration.</li> <li>(1) any person who is a Veteran of the United States Armed Forces</li> <li>(1) any person who shows a valid Medicare Card</li> </ul>	
Retail Network	The collective retail partners who sell RTA passes	
RTA Board of Commissioners	The governing body of the Regional Transit Authority, consisting of publicly appointed representatives from the communities served by RTA	
Temporary Fare Structure	A fare reduction implemented for less than six months	



Time-Based Ticket	A fare that allows the holder to board multiple eligible RTA services within a given timeframe
Title VI and Environmental Justice Policy Manual	Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color, and national origin to ensure nondiscriminatory transportation. The Title VI and Environmental Justice Policy Manual outlines RTA's commitments
Youth	A fare category for any rider who is under 19 years of age or who is a Kindergarten through Grade 12 student

# 11.0 FLOW CHART

N/A

# **12.0 REFERENCES**

Title VI and Environmental Justice Policy Manual (last revised January 2023).

# **13.0 ATTACHMENTS**

N/A

# **14.0 PROCEDURE HISTORY**

N/A

# **15.0 SPONSOR DEPARTMENT**

General Administration

# **New Orleans Regional Transit Authority**



# **Board Report and Staff Summary**

File #: 25-160	<b>Board of Commissioners</b>	
Amendment #1 to the CEA with the	City of New Orleans to prov	vide the Opportunity Pass
DESCRIPTION: Request to amend the City of New Orleans and the R1 transit program for Opportunity You	ΓA to implement a special	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ Approval	☐ Review Comment ☐ Inf	ormation Only □ Other

# **RECOMMENDATION:**

Authorize the Chief Executive Officer (CEO) to receive and execute an amended Cooperative Endeavor Agreement (CEA) between the City of New Orleans (CNO) and the Regional Transit Authority (RTA) for the purpose of operating a pilot program entitled "Zero Transit Fare for Opportunity Youth Program."

# ISSUE/BACKGROUND:

In September 2024, the RTA entered a Cooperative Endeavor Agreement with the City of New Orleans to determine the terms of administering funds for a special transit pass program that allows opportunity youth, young people between the ages of 16 and 24, to ride RTA transit services at no cost to themselves. In lieu of program-eligible riders paying for fares at the time of activation, the City of New Orleans compensates RTA for the cost of one-day passes activated by program participants during the pilot period.

In 2023, the New Orleans City Council allocated \$2.5 million in American Rescue Plan Act funding for this pilot program.

The original CEA specified a two-year length for the program (ending August 31, 2026) and certain terms for the distribution and reimbursement of fare media.

# **DISCUSSION:**

This amended CEA will extend the length of the program through the end of calendar year (December 31, 2026); reduce the total amount of money allocated in the program fund from \$2.5 million to \$1.8 million in response to demonstrated demand for the program; and enable the distribution of paper passes through the program as coordinated by RIDE New Orleans.

These changes to the Opportunity Pass program will ensure that fare media can be made more accessible to young people and will ensure that resources are allocated in relation to the demonstrated demand for them.

# File #: 25-160

# **Board of Commissioners**

# FINANCIAL IMPACT:

The funding made available by CNO through this ARPA allocation means the RTA can offer transit services without forgoing any fare revenue that would otherwise be collected from program participants during this period.

Although the total size of the fund is being reduced, RTA is only compensated for pass products redeemed for transit service. The amended fund allocation was set to account for existing program usage with possibility of some growth over the final year of the program. RTA is not expected to forgo fare revenue in exchange for transit services provided as a result of this amendment.

# **NEXT STEPS:**

Upon Board approval, the CEO will execute the amended CEA between CNO and RTA. RTA staff will coordinate with other project partners to make any necessary changes to fare media distribution. Staff will continue to participate in on-going program activities and reporting.

# <u>ATTACHMENTS:</u>

- 1. Board Resolution
- 2. Amended CEA
- 3. Originally Executed CEA

Prepared By: Jack Duffy

Title: Fare Policy and System Manager

raduced Holand

Reviewed By: Gizelle Banks

Title: Chief Financial Officer

Lona Edwards Hankins Chief Executive Officer Date

12/11/2025





RESOLUTION NO FILE ID NO	
STATE OF LOUISIANA PARISH OF ORLEANS	

# TO AMEND THE COOPERATIVE ENDEAVOR AGREEMENT (CEA) BETWEEN THE CITY OF NEW ORLEANS (CNO) AND THE REGIONAL TRANSIT AUTHORITY (RTA) TO IMPLEMENT THE ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH PROGRAM

Introduced	by	Commissioner	 seconded	by	Commissioner
		•			

**WHEREAS**, the City of New Orleans (CNO) and the Regional Transit Authority (RTA) have entered a Cooperative Endeavor Agreement (CEA) for the purpose of implementing a pilot program to facilitate zero-fare transit access to opportunity youth; and;

**WHEREAS**, certain amendments to the original agreement are required to make the program accessible to more eligible youth over a longer term;

**WHEREAS**, program activities are not projected to exhaust the \$2.5 million of American Rescue Plan Act funding originally allocated for this program;

**WHEREAS**, CNO will continue to reimburse RTA for fares activated by eligible riders and will reimburse RTA for indirect program costs;

**WHEREAS**, the City of New Orleans has allocated \$1,800,000 for the provision of transit services and fare distribution under this program over a term now extending to December 31, 2026; and;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) Board of Commissioner or his designee, is authorized to execute an amended Cooperative Endeavor Agreement (CEA) with the City of New Orleans for the purpose of continuing the pilot program entitled "Zero Transit Fare for Opportunity Youth Program."

Resolution No Page 2	-
THE FOREGOING WAS	READ IN FULL, THE ROLL WAS CALLED ON THE SULTED AS FOLLOWS:
	YEAS: NAYS: ABSTAIN: ABSENT:
AND THE RESOLUTION	WAS ADOPTED ON THEth DAY OF MONTH, YEAR.
	FRED NEAL CHAIRMAN
RTA !	BOARD OF COMMISSIONERS

# AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

### THE CITY OF NEW ORLEANS

### **AND**

# NEW ORLEANS REGIONAL TRANSIT AUTHORITY ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH

**THIS FIRST AMENDMENT** (the "Amendment") is entered into by and between the City of New Orleans, represented by Joseph W. Threat, Sr., Chief Administrative Officer (the "City"), and Lona Edwards Hankins, Chief Executive Officer (the "RTA" or the "Contractor"). The City and the RTA are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of the date of execution (the "Effective Date").

# **RECITALS**

**WHEREAS**, on November 26, 2024, and effective August 31, 2024 the City and the RTA previously entered into a Subrecipient Agreement for the support of a pilot program, entitled, "Zero Transit Fare for opportunity Youth Program," that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans parish residents, ranging from the ages of sixteen to twenty-four (16-24) years old during the duration of the pilot program (the "**Agreement**"); and

**WHEREAS**, the City and the RTA each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement, amend the RTA's obligations, decrease the maximum amount payable, and to reaffirm essential provisions for the continuity of services.

**NOW THEREFORE**, for good and valuable consideration, the City and the RTA amend the Agreement as follows:

- 1. <u>General Award Information.</u> The Indirect Cost Rate for the entirety of the Agreement shall be 10%.
- **Extension.** In accordance with Article VI Section B, the Agreement is extended for an additional period of four (4) months and one (1) day from August 31, 2026, through December 31, 2026.
- 3. <u>The RTA's Obligations.</u> Article II, Section (A)(2) shall be revised to read as follows: Supply transit passes through the RTA's Le Pass app or via paper passes for use on RTA's buses, streetcars, and ferries during the duration of the pilot program.
- **4. Payment.** The City and RTA agree to provide upfront payment invoices for invoices for the months of November 2026 and December 2026, based off of a projection of the previous three (3) months of program expenditures
- 5. <u>Convicted Felon Statement</u>. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

- 6. <u>Maximum Amount Payable</u>. The Maximum Amount Payable set forth in Article IV, Section C of the Agreement is decreased by \$625,000.00, from \$2,425,000.00 to a new Maximum Amount Payable of \$1,800,000.
- 7. <u>Additional Exhibit</u>. A new exhibit shall be incorporated into the Agreement, applying to the full term of the Agreement, Exhibit A, "ARPA Zero Transit Fare for Opportunity Youth Budget".
- 8. <u>Non-Solicitation Statement</u>. The Contractor swears that it 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. The Contractor 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 Amendment.
- **9. Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 10. <u>Electronic Signature and Delivery</u>. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. 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 Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

# 

[EXHIBIT A ON THE FOLLOWING PAGE]

FEDERAL TAX I.D.

# EXHIBIT A ARPA – ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH BUDGET

EXPENSE	DESCRIPTION	TOTAL
Transit Passes	The Regional Transit Authority (RTA) will provide Orleans Parish residents from the ages of sixteen to twenty-four (16-24) with free transit passes for buses, streetcars, and ferries.	\$1,520,000
Program Outreach	RTA will oversee marketing and advertising for the Zero Transit Fare for Opportunity Youth program to increase adoption and ridership.	\$100,000
Indirect Costs	RTA will cover indirect costs related to administration of the program at a 10% indirect cost rate.	\$180,000
Zero Transit Fare	\$1,800,000	

[END OF AMENDMENT]

# **ORDINANCE**

# CITY OF NEW ORLEANS

CITY HALL: August 22, 2024

**CALENDAR NO. 34,796** 

NO. 30055 MAYOR COUNCIL SERIES

#\\W\
BY: COUNCILMEMBERS MORENO AND GREEN (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans ("City") and the Regional Transit Authority (RTA) for a term greater than one year for the public purpose of purchasing transit passes from the RTA in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "1"; and otherwise, to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; NOW THEREFORE

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY
ORDAINS, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
into the attached cooperative endeavor agreement with the Regional Transit Authority for a term
of two years for the public purpose of purchasing transit passes to support a pilot program entitled
"Zero Transit Fare for Opportunity Youth" in the City of New Orleans.

<b>SECTION 2.</b> That said Cooperat	ive Endeavor Agreeme	ent is attac	hed to this ordinance a
"Exhibit 1" and incorporated and made a			
ADOPTED BY THE COUNCIL OF T	HE CITY OF NEW (	ORLEAN	SSEP 05 2024
F	IELENA MORENO	)	
PRESIDE	NT OF THE COUNC	CIL	
DELIVERED TO THE MAYOR ON_	SEP 0 6 2024		
APPROVED: SEP 0 6 202	24		
LATOY	A CANTRELL		
	MAYOR		<del></del>
RETURNED BY THE MAYOR ON _	SEP 0 6 2024	_AT	<b>-1</b> :55 PM
Aish	a R. Collier		
ASSISTAN	T CLERK OF COUN	CIL	<del></del> ;
ROLL CALL VOTE: YEAS: Giarrusso, Green, Harris	s, King, Moreno, Mor	rell, Thoi	mas - 7 IS CERTIFIED
NAYS: 0			CORRECT COPY
ABSENT: 0	ali	sha c	Collier
RECUSED: 0	ASSISTA	NT CLERK	OF COUNCIL

G:\DoCS\SARA\Amendments & Corrections\2024\34796.docx

# **EXHIBIT 1**

# COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND THE REGIONAL TRANSIT AUTHORITY

[COVER PAGE]

# COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN

# THE CITY OF NEW ORLEANS

### AND

# NEW ORLEANS REGIONAL TRANSIT AUTHORITY ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the "RTA" or the "Contractor"). The City and the RTA may sometimes each be referred to as a "Party" or collectively as the "Parties." The Agreement is effective as of August 31, 2024 (the "Effective Date").

# **RECITALS**

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the RTA is a political subdivision of the State of Louisiana, whose principal address is 2817 Canal Street, New Orleans, LA 70119; and

WHEREAS, pursuant to Article 7, Section (14)(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City 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; and

WHEREAS, the City was awarded Coronavirus State and Local Fiscal Recovery Funds ("SLFRF" or "Grant Award"), distributed by the United States Department of Treasury ("Treasury"), to facilitate the goals of the American Rescue Plan Program ("ARP Program"), pursuant to the American Rescue Plan Act (Public Law 117-21, signed March 11, 2021); and

WHEREAS, in 2023, the City created the Youth Fare Transportation Fund ("fund") with a portion of the Grant Award's funding for the purpose of funding programs executed by RTA, including but not limited to programs that involve providing free public transit for the City's opportunity youth as the City's opportunity youth pursue workforce development training in industries affected by the Covid-19 Pandemic; and

WHEREAS, the fund will support a pilot program, entitled, "Zero Transit Fare for Opportunity Youth Program," ("pilot program") that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans Parish residents, ranging from the ages of sixteen to twenty-four (16-24) years-old ("Services"), during the duration of the pilot program; and

WHEREAS, the City will renumerate the RTA for the aforementioned services with the funding provided by the Grant Award; and

WHEREAS, the RTA, by agreeing to undertake the implementation, utilizing funds provided by Treasury, will be acting as a contractor of the City, as defined by 2 CFR Part 200.1 and 200.331, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the ARP Program and exhibits incorporated into this Agreement; and

WHEREAS, the activities hereunder are eligible under the ARP Program; and

WHEREAS, the City and the RTA desire to accomplish the valuable public purpose of fostering a strategic partnership to build thriving workforce ecosystems for opportunity youth in the wake of the Covid-19 Pandemic by studying the benefits of free public transit, when opportunity youth pursue employment opportunities; and

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

# ARTICLE I – GENERAL AWARD INFORMATION

The Agreement between the City and the RTA is for the purpose of carrying out the goals of a Federal award and creates a procurement relationship for the purpose of obtaining goods and services for the City's use.

Federal Award Identification Number:

SLT-1835 and SLT-7352

**CFDA Number and Name:** 

21.027 - Coronavirus State and Local Fiscal Recovery

Fund

Federal Award Project Description:

American Rescue Plan Act

Federal Recovery Funding

Is this award for research and development?

No

Contractor's Unique Entity Identifier:

R71BUMMQRKZ4

Amount of Federal Funds Obligated to the Contractor:

\$2,425,000.00

**Contact Information:** 

See Article XII - Notice

# **ARTICLE II - THE RTA'S OBLIGATIONS**

# A. Services. The RTA shall:

- 1. Provide the City's opportunity youth with free transit fare passes to Orleans Parish residents ranging from the ages of sixteen to twenty-four (16-24) years-old ("Services") during the duration of the Zero Transit Fare for Opportunity Youth Program ("pilot program").
- 2. Supply transit passes through the RTA's Le Pass app for RTA's buses, streetcars, and ferries during the duration of the pilot program.
- 3. Perform the obligations outlined in the Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board, attached and incorporated herein as Exhibit "A".
  - 4. Bill the City on a per-ride basis, using a fare-capping structure, and submit monthly

Page 2 of 15

invoices to the City for reimbursement as provided in Article II, Section (C), and Article IV, Section (A).

- 5. Advertise the pilot program through the RTA's Le Pass app, buses, streetcars, and ferries.
- 6. Release and submit ridership/financial data on the RTA's Le Pass app usage to facilitate program development.
- 7. Coordinate the use of fare media for the pilot program through the RTA's Le Pass app.
- 8. Perform the Services with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession under similar circumstances.
- 9. Represent and warrant that it has the requisite skills and expertise necessary to perform the Services.
- 10. Comply with all applicable Federal regulations and requirements incorporated herein by reference, whether specifically discussed herein or not, including but not limited to any applicable Uniform Administrative Requirements as described in 2 CFR 200, any applicable procurement standards in 2 CFR §200.318 §200.326, all applicable Notices and Directives promulgated by Treasury, and with all terms and conditions required by the Grant Award in the Federal Compliance Provisions, attached and incorporated herein as Exhibit "B".
- B. <u>Schedule</u>. The City will provide the RTA with a schedule, along with service needs and work-site locations, as designated by the City and Ride New Orleans.
- C. <u>Invoices.</u> RTA must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. Invoices will be processed in accordance with Article IV of the Agreement. At a minimum, each invoice must include the following information:
  - Name of Contractor
  - Date of Invoice
  - Invoice Number
  - Contract or Purchase Order Number issued by the City (i.e., K24-592)
  - Name of the City Department to be invoiced (i.e., CAO)
  - Description of the services completed, including but not limited to monthly ridership and financial data.
  - An authorized signature by the RTA's authorized representative, attesting to the validity and accuracy of the invoice, under penalty of perjury.

# ARTICLE III - THE CITY'S OBLIGATIONS

# A. Administration. The City will:

1. Administer this Agreement through the Chief Administrative Office and the

Page 3 of 15

Mayor's Office of Workforce Development (the "Departments").

- 2. Perform the obligations outlined in the Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board, attached and incorporated herein as Exhibit "A" and the Federal Compliance Provisions, attached, and incorporated herein as Exhibit "B".
- 3. Provide the RTA with documents deemed reasonably necessary for the RTA's performance of any work required under this Agreement.
- 4. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the RTA.
- 5. Provide any applicable schedules, equipment needs, and work-site locations to the RTA.
- **B.** <u>Payment.</u> Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the RTA's delivery and rendition of the services contemplated in this Agreement, and upon the City's receipt of a properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the RTA at the rate of compensation established in this Agreement based upon the RTA's certified invoices, except:
- 1. The City's obligation to pay is contingent upon the RTA's: (a) submission of a complete and accurate invoice to the City and (b) satisfactory performance of the services and conditions required by this Agreement.
- 2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.
- 3. The City may set off any amounts due to the RTA against any amounts deemed by the City to be owed to the City by the RTA pursuant to this Agreement.
- 4. All compensation owed to the RTA under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
- 5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the RTA that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order outside the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the RTA or its subcontractors; or the City is not expressly obligated to pay under this Agreement.
- 6. If this Agreement is terminated for any reason, the City will pay the RTA only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

# ARTICLE IV - FUNDING

	A. <u>Rate Schedule</u> . Per Exhibit "A", the City will	l pay the RTA	for the Services	under this
Agre	ement at the following rates:			

# FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF SIXTEEN TO EIGHTEEN (16-18) YEARS OLD.

50¢/Ride/Each Rider

\$1.00 / Maximum Amount / Each Day / Each Rider

\$18.00 / Maximum Amount / Each Month / Each Rider

# FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF NINETEEN TO TWENTY-FOUR (19-24) YEARS OLD.

\$1.25 / Ride / Each Rider

\$3.00 / Maximum Amount / Each Day / Each Rider

\$45.00 / Maximum Amount / Each Month / Each Rider

- B. <u>Marketing and Advertising Fees</u>. The City further agrees to pay the RTA for marketing and advertising created and disseminated on RTA's Le Pass app, buses, streetcars, and ferries for the pilot program, capped at \$100,000.00.
- C. <u>Maximum Amount Payable</u>. The maximum amount payable under this Agreement shall not exceed \$2,425,000.00. This amount is inclusive of all costs, including, but not limited to all personnel costs, fringe benefits, equipment costs, travel costs, indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement, and the amounts set forth under Article IV, Section (A) and Section (B), respectively. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.
- D. The stated compensation is inclusive, and includes no additional amounts for, the RTA's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider nor be obligated to pay or reimburse the RTA any other charges or fees, and the RTA will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.
- E. <u>Cost Recovery</u>. In accordance with <u>Section 2-8.1 of the Municipal Code</u>, entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the RTA shall reimburse the City or disgorge anything of value or economic benefit received from the City if the RTA fails to meet its contractual obligations.

# ARTICLE V - DURATION AND TERMINATION

A. <u>Term</u>. The term of this Agreement is two (2) years from the Effective Date, provided there is an encumbrance of funds by the Requesting Departments made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council.

Page 5 of 15

This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

- **B.** Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council. This Agreement may be extended by the City for three (3) additional one-year terms.
- C. <u>Termination for Convenience</u>. A Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV Funding.
- D. <u>Termination for Cause</u>. The City may terminate this Agreement immediately for cause by sending written notice to the RTA. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the Challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the Challenging Party; no further notice will be required. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV Funding.
- E. <u>Termination for Non-Appropriation</u>. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.
- F. <u>Remedies for Federal Non-Compliance</u>. If the RTA fails to comply with any applicable Federal statutes, regulations, or the terms and conditions of the Grant Award, the City, through the Departments, may impose additional conditions, as described in 2 CFR §200.208: Specific Conditions. If the City determines that noncompliance cannot be remedied by imposing additional conditions, then the City or Treasury make take one or more of the following actions, as appropriate under the circumstances, (1) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity (the "RTA") or more severe enforcement action by the Federal awarding agency or pass-through entity, (2) disallow, that is, deny both use of funds and any applicable reimbursement credit, for all or part of the cost of activities or actions not in compliance, (3) initiate suspension or debarment proceedings as authorized under 2 CFR 180 and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by the Federal awarding agency), (4) withhold further Federal awards for the project or program, (5) wholly or partly suspend or terminate the Federal award, and/or (6) take other remedies that may be legally available.

# ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS

A. <u>Maintenance of Records</u>. The RTA agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with  $2 \ CFR \ \S \ 200.334$  for five (5)

years from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the RTA, and the records for each project will be maintained by the RTA in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The RTA hereby agrees to maintain, for the City's review, all records relating to the creation, development, and set-up of ARP projects and the expenditure of ARP funds, itemized for each ARP-funded project undertaken.

B. <u>Monitoring of Records</u>. The RTA acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the RTA with ARP funds. The RTA hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to ARP-funded projects implemented by the RTA and hereby agrees to assist the City in reviewing projects undertaken by the RTA with ARP funds. The aforementioned records will be made available at times reasonable to both the RTA and the City, and the RTA's records will be reviewed by the City no less than annually.

# **ARTICLE VII - INDEMNITY**

- A. To the fullest extent permitted by law, the RTA will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the RTA, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the RTA in connection with the performance of work under this Agreement.
- B. <u>Limitation</u>. RTA's indemnity does not extend to any loss arising from the gross negligence, negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the RTA nor any of its agents or employees contributed to such gross negligence, negligence, or willful misconduct.
- C. <u>Independent Duty</u>. The RTA has an immediate and independent obligation to, at the City's option: (1) defend the City from or (2) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the RTA is ultimately absolved from liability.
- **D.** <u>Expenses</u>. Notwithstanding any provision to the contrary, the RTA shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

# ARTICLE VIII - INSURANCE

A. The Contractor shall retain the right to self-insure for any and/or all the required insurance coverages. The Contractor shall be able to meet the specific policy limits of liability, referenced below, through a combination of primary and umbrella /excess coverage.

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B. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the RTA will maintain its insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work in conjunction with the RTA's scope of work under the Agreement. If the RTA maintains broader coverage and/or higher limits than the minimums shown below, the City shall be entitled to the broader coverage and/or the higher limits maintained by the RTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## C. Minimum Requirements.

- 1. Workers' Compensation & Employers' Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers' Liability Insurance with limits not less than \$1,000,000.00.
- 2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$2,000,000.00 policy aggregate.
- 3. Automobile Liability Insurance with a combined single limit of liability not less than \$500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.
- **D.** The RTA shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.
- E. <u>Important Note</u>. The obligations for the RTA to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the RTA from any liability incurred as a result of their activities/operations in conjunction with the RTA's obligations and/or scope of work.
- F. <u>Additional Insured Status</u>. The RTA and all subcontractors, where applicable, will provide and maintain current, a certificate of insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds," covered on the Commercial General Liability policy with respect to liability arising out of the performance of this Agreement. Commercial General Liability insurance can be provided in the form of an endorsement to the RTA's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions are used). The Additional Insured Box shall be marked "Y" for Commercial General Liability coverage, and the Subrogation Waiver Box must be marked "Y" for Workers' Compensation / Employers' Liability and Property coverage.
- G. The RTA shall require and verify that all subcontractors, where applicable, maintain insurance and coverage meeting all the requirements stated herein or that the RTA shall cover subcontractor liability. The certificate of insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as "Certificate Holder" and be delivered via U.S. Mail to the Chief Administrative Office, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to Risk Management Division, 1300 Perdido Street, Suite 9E06 City Hall, New Orleans, LA 70112.
- H. For any claims related to this Agreement, the RTA's insurance coverage shall be primary insurance with respect to the City, its departments, political subdivisions, officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall not contribute to the RTA's coverage.

- I. <u>Claims Made Policies</u>. If applicable, the retroactive date must be shown before the date of the Agreement or the beginning of work. If the coverage is cancelled or non-renewed and not replaced with another claims made policy, the RTA must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.
- J. <u>Waiver of Subrogation</u>. The RTA and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under the insurance required by this Agreement.
- K. <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be cancelled, allowed to expire, nor altered without prior notice to the City of at least thirty (30) days.
- L. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- M. Notice. Within ten (10) calendar days of the City's request, the RTA will provide the following documents to the City of New Orleans at City of New Orleans, Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 Ref.: Zero Transit Fare CEA: copies of all policies of insurance, including all policies, forms, and endorsements. Without notice from the City, the RTA will (1) replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement, and (2) substitute its insurance coverage with coverage acceptable to the City within thirty (30) days, if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
- N. <u>Special Risks or Circumstances</u>. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

# ARTICLE IX - PERFORMANCE MEASURES

- A. <u>Factors</u>. The City will measure the performance of the RTA according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; and timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- B. <u>Failure to Perform</u>. If the RTA fails to perform according to the Agreement, the City will notify the RTA. If there is a continued lack of performance after notification, the City may declare the RTA in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will seek full recovery from the RTA.

# ARTICLE X - NON-DISCRIMINATION

A. <u>Equal Employment Opportunity</u>. In all hiring or employment made possible by, or resulting from this Agreement, the RTA (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental

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disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the RTA's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

- B. <u>Non-Discrimination</u>. In the performance of this Agreement, the RTA will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the RTA in any of the RTA's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the RTA. The RTA agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- C. <u>Incorporation into Subcontracts</u>. The RTA will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.
- **D.** The City may terminate this Agreement for cause if the RTA fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

#### ARTICLE XI - INDEPENDENT ENTITY

- A. <u>Independent Entity Status</u>. The RTA is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.
- B. <u>Exclusion of Worker's Compensation Coverage</u>. The City will not be liable to the RTA, as an independent contractor as defined in La. R.S. 23:1021(7), 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 the RTA will not be considered an employee of the City for the purpose of Worker's Compensation coverage.
- C. Exclusion of Unemployment Compensation Coverage. The RTA, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the RTA nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (1) the RTA has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (2) the services to be performed by the RTA are outside the normal course and scope of the City's usual business; and (3) the RTA has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.
  - D. Waiver of Benefits. The RTA, as an independent contractor, will not receive from the

City 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 City under this Agreement.

### **ARTICLE XII - NOTICE**

A. <u>In General</u>. 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 City:

Gilbert Montaño Chief Administrative Officer City of New Orleans 1300 Perdido Street, Suite 9E06 New Orleans, LA 70112

&

Tricia Diamond, Ph.D. Chief Administrative Office City of New Orleans City Hall 1300 Perdido Street, Suite 9E06 New Orleans, LA 70112

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Donesia D. Turner City Attorney City of New Orleans 1300 Perdido Street, Suite 5E03 New Orleans, LA 70112

#### 2. *To RTA*:

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

With a copy to:

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

**B.** <u>Effectiveness</u>. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

C. <u>Notification of Change</u>. 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 XIII - ADDITIONAL PROVISIONS

- A. <u>Amendment</u>. 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. <u>Assignment</u>. This Agreement and any part of the RTA's interest in it are not assignable nor transferable without the City's prior written consent.
- C. <u>Choice of Law</u>. 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. <u>Construction of Agreement</u>. 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 City or the Contractor 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. <u>Entire Agreement</u>. 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.
- F. Exhibits. The following documents are incorporated into this Agreement: Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board, attached and incorporated herein as Exhibit "A" and the Federal Compliance Provisions, attached and incorporated herein as Exhibit "B". If any Exhibit differs, in whole or in part, with this Agreement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.
- G. <u>Jurisdiction</u>. The RTA 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 the RTA.
- H. <u>Limitations of the City's Obligations</u>. The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.
- I. <u>No Third-Party Beneficiaries</u>. 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.
- J. <u>Non-Solicitation Statement</u>. The RTA has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The RTA has not paid nor 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.
  - K. 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 nor 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.

- L. <u>Order of Documents</u>. In the event of any conflict between the provisions of this Agreement, any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "B"; Agreement; Exhibit "A".
- M. <u>Ownership Interest Disclosure</u>. The RTA will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the RTA and stating that no other person holds an ownership interest in the RTA via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the RTA fails to submit the required affidavit, the City may, after thirty (30) days' written notice to the RTA, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
- N. <u>Ownership of Records</u>. All records, reports, documents, and other material delivered or transmitted to the RTA by the City, shall remain the property of the City, and shall be returned by the RTA to the City, at the termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the RTA in connection with performance of the services contracted for herein, shall become the property of the City, and shall, upon request, be returned by the RTA to the City at the termination or expiration of this Agreement. The City shall not be restricted in any way whatsoever in the use of such material. The Office of Inspector General may request said records and work product that relate to this Agreement in accordance with City Code §2-1120.
- O. <u>Prohibition of Financial Interest in Agreement.</u> No elected official nor employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the RTA, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the RTA pursuant to this Agreement without regard to the RTA's otherwise satisfactory performance of the Agreement.
- P. <u>Prohibition on Political Activity</u>. 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.
- Q. <u>Remedies Cumulative</u>. 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.
- R. <u>Severability</u>. 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. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of

the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

- S. <u>Special Conditions for Agreements with Contractors using ARP Funds</u>. The Federal Compliance Provisions, attached as Exhibit "B" to this Agreement, are expressly incorporated into this Agreement and effective immediately, as the City has indicated that it will or may seek ARP Program funding from Treasury in connection with the Services to be performed under this Agreement. The RTA shall attest to and acknowledge Exhibit "B", by affixing its signature on the last page of Exhibit "B", which is required for agreements with compensation that exceed \$100,000.00.
- T. <u>Subcontractor Reporting</u>. Upon the City's request, the RTA will provide a list of all natural or artificial persons who are retained by the RTA at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the RTA's work for the City. For any subcontractor proposed to be retained by the RTA to perform work on the Agreement with the City, the RTA must provide notice to the City within thirty (30) days of retaining that subcontractor. If the RTA fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the RTA, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.
- U. <u>Survival of Certain Provisions</u>. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, insurance, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.
- V. <u>Terms Binding</u>. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

#### **ARTICLE XIV - 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 XV - 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 originally 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 THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the RTA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:	
LATOYA CANTRELL, MAYOR	
Executed on this of	, 2024.
FORM AND LEGALITY APPROVED: LAW DEPARTMENT	
BY:	
PRINTED NAME:	
NEW ORLEANS REGIONAL TRANSIT AUTHORITY	
BY:	
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OF	FICER
FEDERAL TAX I.D.	

[EXHIBITS FOLLOW ON THE NEXT PAGE]

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# **EXHIBIT A**

# MEMORANDUM OF UNDERSTANDING

[COVER PAGE]

#### Memorandum of Understanding

## City of New Orleans Opportunity Youth Zero Fare Pilot Program

In 2023, the City of New Orleans created a Youth Fare Transportation fund for the purpose of funding "programs executed by the New Orleans RTA that provide free public transit for our youth," and has made a one-time allocation of \$2.5 million from American Rescue Plan funds for the program. These funds are being used to support a one-year pilot program that will make free RTA passes available to Orleans Parish residents aged 16-24, which is anticipated to launch in the Summer of 2024. The purpose of the pilot program is to learn from participants and gather detailed data that will support the design and implementation of a permanent program.

The pilot program will be administered through a partnership between the Regional Transit Authority, New Orleans Public Library, Ride New Orleans, and NOLA CYPB:

- The NOLA Public Library will administer the program and oversee enrollment and pass distribution.
- Ride New Orleans will assist with program development, administration, and outreach and will oversee impact assessment and reporting.
- NOLA CYPB would assist with program development and OY provider outreach.
- The Regional Transit Authority will provide ridership/financial data to facilitate program
  development, coordinate the fare media being used for the pilot through the Le Pass app,
  and release data on pass usage.

#### I. Purpose and Terms

The purpose of this agreement is to establish an agreement among RIDE, NOPL, and NOLA CYPB concerning their respective roles and responsibilities for implementation of certain activities which are part of the overall Zero Fare Pilot Program. The terms of this agreement are contingent upon:

- The execution of a Cooperative Endeavor Agreement (CEA) between Ride New Orleans
  and the City of New Orleans to undertake the activities described in the agreement.
- The execution of a Cooperative Endeavor Agreement (CEA) between the Regional
   Transit Authority and the City of New Orleans to undertake the activities described in the agreement.

## II. Period of Agreement

This agreement is for a period of two years. The agreement becomes effective upon the signing of all parties to this agreement. This agreement may be modified, renewed or extended upon the written consent of all parties.

# III. Activities and Funding

# A. Project Activities and Tasks

- Task 1 is project management, running from approximately January 2024 to the conclusion of the project in December 2025.
- Task 2 is program design, envisioned to run from January to April 2024, where the details of the project will be finalized.
  - Task 2 also includes the development of materials such as training guides that will be used for task 3.
- Task 3 is training and implementation, anticipated to run from April to June 2024 in preparation for the one-year year pilot.
- Task 4 is marketing and outreach, anticipated to run from April 2024 to December 2024.
- Task 5 is program administration, involving the day-to-day management of the program by the library, including signing people up, reporting data on program usage, and billing the city for fare reimbursements.
- Task 6 is evaluation and data reporting, an assessment of the program's success and participant involvement.

#### B. Project Timeline

The zero fare pilot is anticipated to run for a period of one year and to launch publicly in July 2024 and conclude in June 2025. This timeline is subject to the execution of all agreements described in Part I at least 90 days prior to the initiation of Task 5. The launch date and/or duration of the pilot program may be modified with the written agreement of all parties.

- 1. Project management (January 2024 December 2025)
- 2. Program design (January April 2024)
- 3. Training and implementation (April September 2024)
- 4. Marketing and outreach (April December 2024)
- 5. Program administration (July 2024 June 2025)
- 6. Evaluation and data reporting (July 2024 December 2025)

#### C. Roles and Responsibilities of undersigned parties

Ride New Orleans, the New Orleans Public Library, and NOLA CYPB will be responsible for the following activities:

The New Orleans Public Library (NOPL) will be the primary administrator for enrolling participants. The Library will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Distribute instructional materials and information to program participants.
- Administer in-person sign-ups for the Zero Fare pilot at all 15 library locations.
- Distribute program information to participants during the sign-up process.
- Collect intake questionnaire information from program participants, and maintain such information in a shared spreadsheet as part of program administration.
- Collaborate with marketing and outreach efforts through the library website, social media, and other channels.

Ride New Orleans will be responsible for the following activities:

- Convene and lead regular project management meetings during the program development phase, anticipated to occur monthly during the project development phase and quarterly thereafter.
- Develop an intake questionnaire for enrolling zero fare pilot participants. The intake questionnaire will collect sign-up and demographic information to be jointly approved by RIDE and NOPL with input from other project partners.
- Lead development of instructional materials and information for program participants, with input from other project partners.
- Lead development of training and outreach materials for project partners and Opportunity Youth service providers.
- Hire and train three (3) opportunity youth ambassadors to oversee youth engagement and education activities associated with the pilot, and to assist with pilot troubleshooting and implementation.
- Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.
- During the program administration phase of the project, provide quarterly reporting to the
   City and other partners regarding project status, enrollment, program usage.
- In collaboration with NOLA CYPB, co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

NOLA CYPB will be responsible for the following activities:

- Co-create operational plan for pilot program implementation
- Troubleshoot and monitor plan implementation to ensure successes

- Follow-up and feedback across relevant audiences to inform successes and course-corrections
- Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed
- Advance and monitor pilot program through trusted relationships with OY Provider Community
- Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

All parties will provide access to relevant data and findings gained through the project activities.

# D. Roles and Responsibilities of other partners

The City of New Orleans will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Assist with program design and administration to ensure compliance with applicable
   City regulations and American Rescue Plan requirements.
- Provide necessary reporting to the Federal government on ARP funds usage
- Assist with promotion and outreach of the zero fare pilot program through City websites, social media, and other channels
- Reimburse the Regional Transit Authority for fare revenue based on the agreed-upon fare structure.
- Reimburse other parties for documented administrative outreach and marketing costs included in the budget.

The Regional Transit Authority will supply passes for the Zero Fare pilot through the Le Pass app. The RTA will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Develop an appropriate fare media option through the Le Pass app which:
  - o Allows NOPL to enroll participants in the Zero Fare pilot program
  - Allows tracking of actual usage by pilot participants
- Collect and report usage data for program participants
- Invoice the City of New Orleans to reimburse fare revenue.
- Respond to technical questions and provide information to the project team regarding Le Pass.
- Provide access to relevant data on pass usage as needed
- Assist with program promotion through the RTA website and social media.

## E. Funding

There will be no exchange of funds between RIDE, NOLA CYPB, and NOPL for the purposes of this project. It is anticipated that program development, outreach and administration expenses incurred by NOLA CYPB and RIDE will be compensated by the City of New Orleans up to the amounts described in Appendix A (NOLA CYPB Budget) and Appendix B (Ride New Orleans Budget).

It is anticipated that the RTA will invoice the City for participants enrolled in the program under a billing structure to be determined in agreement with the City of New Orleans. It is anticipated that the program will be billed on a per-ride basis using a fare capping structure. For 19-24 riders, the RTA will be reimbursed \$1.25 per ride, up to a maximum reimbursement of \$3 per day, \$45 per month. For 16-18 riders, the RTA will be reimbursed \$0.50 per ride, up to a maximum of \$1 per day and \$18 per month.

## IV. Project Coordination and Decision Making

RIDE, NOPL, and NOLA CYPB will attend regular project coordination meetings, and adhere to the commitments made in project meetings in support of the project outcomes.

## V. Data Sharing & Confidentiality

The parties agree to share necessary data and information relevant to the program for the purpose of achieving the program objectives.

Both parties acknowledge the sensitive nature of program participant data gathered during the pilot and agree to maintain confidentiality. Confidential information shall not be disclosed to third parties without prior written consent from all parties.

#### **VI. Conflict Resolution**

In the event of conflicts or disputes arising during the collaboration, the parties agree to engage in constructive dialogue and mediation to seek resolution. If mediation fails to resolve the issue, the parties may seek assistance from a mutually agreed-upon third party or seek legal counsel as a last resort.

#### VII. Termination

This Memorandum of Understanding may be terminated by mutual agreement of both parties or by either party upon providing written notice to the other party at least thirty (30) days in advance. Termination shall not affect the rights and obligations accrued prior to the termination date.

Upon receipt of written notice of termination, both parties shall engage in good faith efforts to conclude outstanding activities and responsibilities in an orderly manner. All property,

documents, and records shall be returned to their respective owners, and both parties shall fulfill any outstanding obligations prior to the termination date.

# **VIII.** Authorization

By signing this document, the undersigned parties agree to the responsibilities described in this MOU.

Ride New Orleans (RIDE)		
Q~~	Courtney Jackson, Executive Director	03/07/2024
(signature)	(representative name and title)	(date)
New Orleans Public Library (NOPI	Executive Director (representative name and title)	3/7/204 (date)
New Orleans Children and Youth F  Karen Tvans	Planning Board (NOLA CYPB) Karen Evans, Executive Director	03/07/2024
(signature)	(representative name and title)	(date)

# **Appendix A - NOLA CYPB Budget:**

ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

Deliverable Description	Budget Narrative	Total Cost
THOUGHT PARTNERSHIP  Co-create operational plan for pilot program implementation  Troubleshoot and monitor plan	8 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total +	\$7,200
implementation to ensure successes Follow-up and feedback across relevant audiences to inform successes and course-corrections	26% of CYPB Team Benefits	\$1,872
	Thought Partnership Subtotal:	\$9,072
ACCESS, INFO & RELATIONSHIP CONVENERS FOR OPPORTUNITY YOUTH (OY) PROVIDERS  Hold agenda for pilot planning and implementation updates, invitations, and	2 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total +	\$1,800
results in existing standing OY Provider meetings, and convene additional meetings as needed  Advance and monitor pilot program through trusted relationships with OY Provider Community	26% of CYPB Team Benefits	\$468
Access, Info & Relationship	Conveners for OY Participants Subtotal:	\$2,268
METRICS & EVALUATION  Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability	75 hours total of contracted CYPB Data Lead time at rate of \$45hour	\$3,375
	Metrics and Evaluation Subtotal:	\$3,375
	PROGRAM TOTAL:	\$14,715

# Appendix B - Ride New Orleans Budget:

ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

Deliverable Description	Budget Narrative	Total Cost
<ul> <li>OPPORTUNITY YOUTH AMBASSADOR PROGRAM</li> <li>The Ambassador will serve as a part-time         Opportunity Youth (OY) engagement         specialist working directly with the         Zero-Fare pilot team creating and         participating in OY engagement.         Ambassadors will facilitate youth         engagement and education and lead         outreach on Zero-Fare initiative.</li> </ul>	3 opportunity youth ambassadors x 60 hours / month per ambassador x 8 months total	\$28,800
Opportunity	Youth Ambassador Program Subtotal:	\$28,800
PROJECT ADMINISTRATION AND OUTREACH Convene and lead regular project management meetings during the program development phase. Develop the sign-up questionnaire for OY pilot participants in collaboration with	20 hours / month of RIDE Team time x RIDE Team rate of \$108/hour x 6 months total	\$12,960
other partners.  Lead development of training and outreach materials for project partners and Opportunity Youth service providers.	Collateral and print costs for training and program outreach materials (2000 pages x \$0.75 per page color print)	\$1,500
Project	Administration and Outreach Subtotal:	\$14,460
<ul> <li>PROGRAM ADMINISTRATION AND EVALUATION</li> <li>Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.</li> <li>Provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.</li> <li>Co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.</li> </ul>	10 hours / month of RIDE Team time x RIDE Team rate of \$108/hour x 12 months total	\$12,960
Program A	dministration and Evaluation Subtotal:	\$12,960
,	PROGRAM TOTAL:	\$56,220

# New Orleans Regional Transit Authority



# **Board Report and Staff Summary**

File #: 25-162	Finance Committee	
Ratification: Grant Applicat	ion Submission for FY26 Section 53	39 (Bus and Bus Facilities)
bus engines and transmiss		AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ⊠ A	oproval □ Review Comment □ Inf	ormation Only □ Other

### **RECOMMENDATION:**

Ratify the Chief Executive Officer's decision to apply for federal funds not to exceed \$2,299,250 under the FY2026 FTA Section 5339 (Bus and Bus Facilities) Large & Small Urban Call for Projects for the replacement of aging engines and transmissions in fixed-route vehicles.

The total project cost is \$2,705,000, with a required local match not to exceed \$405,750 (15%) to be provided through RTA's 2025-2029 Capital Investment Program (CIP).

# ISSUE/BACKGROUND:

RTA's fixed-route fleet includes vehicles that are due for engine and transmission replacements in 2027 and beyond. Without the necessary overhauls of these components, the RTA fleet will face increased maintenance costs, reliability challenges, and reduced fuel efficiency.

To address these issues, RTA is focused on the replacement of engines and transmissions for its fixed-route buses that are due for this major service. This investment will significantly improve vehicle performance, reduce downtime, and extend useful life, thereby aligning with FTA's intent for State of Good Repair and Bus and Bus Facilities funding. The RTA has already secured funding for engine and transmission replacement for eight buses. The FTA Section 5339 grant funding that RTA has recently applied for in December 2025 would cover these replacement costs for another twenty buses.

This application aligns with RTA's Strategic Mobility Plan (Major Action Area 8), which prioritizes modernization of rolling stock, operational efficiency, and environmental sustainability.

The FTA Section 5339 (Bus and Bus Facilities) program, administered through the Louisiana Department of Transportation and Development (LADOTD), provides capital assistance to transit systems for bus and facility investments that maintain and improve public transportation service across the state. The grant application for these funds was submitted to LADOTD on December 5, 2025. The notice of funding availability from LADOTD for these funds was issued too close to the application deadline for staff to present this item to the RTA Board prior to the grant application

#### File #: 25-162

#### **Finance Committee**

deadline. Thus, staff is requesting that the Board ratify the decision to apply for these funds.

### **DISCUSSION:**

RTA's FY2026 Section 5339 application has two components: funding for the aforementioned engine and transmission replacements for twenty buses and limited funding for cost escalation/contingency.

# This project will:

- Improve system reliability and service quality for riders.
- Reduce unplanned maintenance costs and service disruptions.
- Maintain the fleet in a state of good repair and extend overall fleet longevity.

A detailed project budget is included as an Attachment.

#### FINANCIAL IMPACT:

The total project cost is estimated at \$2,705,000, with federal funding of \$2,299,250 (85%) and a local match not to exceed \$405,750 (15%). The local share will be funded through RTA's FY2026-2027 capital budgets and is included in the 2026-2030 5-Year Capital Investment Program (CIP).

#### **NEXT STEPS:**

FY26 Section 5339 (Bus and Bus Facilities) Grant Application was due **on December 5, 2025**. RTA submitted the application in time. Once RTA receives notice of an award, RTA will work to obligate the funds as quickly as possible and commence procurement of replacement engines and transmissions for its fixed route fleet.

#### ATTACHMENTS:

- 1. Resolution FY26 Section 5339 (Bus and Bus Facilities) Grant Application
- 2. Proposed budget

Prepared By: Rafe Rabalias, rrabalais@rtaforward.org

Title: Director of Capital Projects

Reviewed By: Ryan Moser, rmoser@rtaforward.org

Title: Click or tap here to enter text.

Reviewed By: Gizelle Johnson Banks

Title: Chief Financial Officer

File #: 25-162

**Finance Committee** 

12/3/2025

Lona Edwards Hankins Interim Chief Executive Officer

Date





FTA Section 5339 program; and

504.827.8300

www.norta.com

RESOLUTION NO.	-	
FILE ID NO.	25-162	
STATE OF LOUISIANA		
PARISH OF ORLEANS		
RATIFICATION FOR T	THE SUBMISSION	OF A GRANT APPLICATION FOR FY2026 FTA
SECTION 5339 (BUS A	AND BUS FACILIT	TIES) LARGE AND SMALL URBAN CALL FOR
	PI	ROJECTS
Introduced	by Commissioner	
seconded by Commissioner		
WHEREAS, the RT	A remains committe	d to maintaining and modernizing its bus fleet to ensure
safe and reliable service as o	outlined in its Strateg	ic Mobility Plan (Major Action Area 8); and
WHEREAS, the RT	A has identified the	need to replace aging engines and transmissions in its
fixed route buses to enhance	reliability, reduce m	naintenance costs, and extend the useful life of existing
assets; and		
WHEREAS, staff I	orepared and submi	tted a grant application on December 5, 2025 to the
Louisiana Department of	Transportation and	Development (LADOTD) under the Federal Transit
-	-	arge & Small Urban Call for Projects for the replacement
of aging bus engines and train		J 1
<b>WHEREAS</b> , staff re	equested federal fund	ls not to exceed \$2,299,250 for this purpose through the





504.827.8300

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RESOLUTION NOPage 2	
WHEREAS, the RTA will be responsible	for a local match not to exceed \$405,750 to be paid
from its capital budget as part of the 2026–2030 C	Capital Investment Program, if the entire grant amount
is awarded; and	
NOW, THEREFORE, BE IT RESOLVE	<b>ED</b> by the Board of Commissioners that the Board ratifies
the CEO's or designee's submission of a grant app	plication to LADOTD for the FY2026 FTA Section 5339
(Bus and Bus Facilities) Grant Program.	
THE FOREGOING WAS READ IN ADOPTION THEREOF AND RESULTED AS	FULL, THE ROLL WAS CALLED ON THE FOLLOWS:
YEAS:	
NAYS:	
ABSENT:	
FRED CH.	TED ON THEOF DECEMBER 2025.  NEAL, JR. AIRMAN COMMISSIONERS

Proposed Preliminary Budget						
Project Type	quantity	Unit Cost	Total cost	Federal cost 85%	Local Cost 15%	
Bus Purchase (11.12.01) Engine and transmission	20	\$ 130,000	\$ 2,600,000	\$ 2,210,000	\$ 390,000	
Project Admin contingency/escalation	1		\$ 105,000	\$ 89,250	\$ 15,750	
Total			\$ 2,705,000	\$ 2,299,250	\$ 405,750	

# Fixed Route Vehicle List for Replacement

283	<u>Fixed</u> Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV12LF074066	288791
284	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV14LF074067	286616
<u>285</u>	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV16LF074068	261159
286	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV18LF074069	310678
<u>287</u>	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV14LF074070	267388
288	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV16LF074071	<u>295115</u>
<u>289</u>	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV18LF074072	322743
<u>290</u>	Fixed Route	2020	NEW FLYER	D40LF	CUMMINS	5FYD8FV1XLF074073	<u>261180</u>
<u>291</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV11LF074074	<u>276060</u>
<u>292</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV13LF074075	<u>316748</u>
<u>293</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV15LF074076	304183
<u>294</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV17LF074077	222091
<u>295</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV19LF074078	<u>284761</u>
<u>296</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV10LF074079	231452
<u>297</u>	Fixed Route	<u>2020</u>	NEW FLYER	D40LF	<u>CUMMINS</u>	5FYD8FV17LF074080	<u>307069</u>
<u>298</u>	Fixed Route	<u>2021</u>	NEW FLYER	XD35	<u>CUMMINS</u>	5FYD8KV12MF075700	<u>289577</u>
<u>299</u>	Fixed Route	<u>2021</u>	NEW FLYER	<u>XD35</u>	<u>CUMMINS</u>	5FYD8KV14MF075701	<u>243236</u>

<u>300</u>	Fixed Route	2021	NEW FLYER	XD35	CUMMINS	5FYD8KV16MF075702	<u>281719</u>
<u>301</u>	Fixed Route	2021	NEW FLYER	XD35	CUMMINS	5FYD8KV18MF075703	260590
302	Fixed Route	2021	NEW FLYER	XD35	CUMMINS	5FYD8KV1XMF075704	300770