2817 Canal Street
New Orleans, LA 70119

# New Orleans Regional Transit Authority

## Finance Committee

## Meeting Agenda - Final-Revised

**Thursday, August 14, 2025** **11:00 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 Thursday, August 14, 2025 at 11:00 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 from June 12, 2025

[Finance Committee Meeting - June 12, 2025] **25-110**

### 4. Committee Chairman's Report

### 5. Chief Executive Officer's Report

### 6. Chief Financial Officer's Report

[June Financials] **25-111**

## 7. DBE Report

## 8. Chief Planning and Capital Project Officer's Report

## 9. Procurements

A. Procurements:

All Stations Accessibility Program - St. Charles Avenue Streetcar **25-085**

B. Amendments:

LabMar Ferry Contract Extension **25-081**

## 10. New Business

## 11. Audience Questions & Comments

## 12. Adjournment

Board Report and Staff Summary

**File #:** 25-110 **Board of Commissioners**

[Finance Committee Meeting - June 12, 2025]

2817 Canal Street
New Orleans, LA 70119

# New Orleans Regional Transit Authority

## Finance Committee

## Meeting Minutes

| Thursday, June 12, 2025 | 11:00 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 Thursday, June 12, 2025 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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## 1. Call To Order

## 2. Roll Call

**Commissioners Present**: Commissioner Colin, Commissioner Moore and Commissioner Walton

## 3. Consideration of Meeting Minutes

Commissioner Colin moved and Commissioner Moore seconded to approve the Finance Committee Meeting Minutes of May 8, 2025. The motion was approved unanimously.

[Finance Meeting Minutes - May 8, 2024] **25-074**

Enactment No: N/A

## 4. Committee Chairman's Report

None.

## 5. Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the report:

- The 2025 Work Plan will be given to the Board before the next Board Meeting.
- There are no major issues with the new Service Changes and staff were working with the Operators to slow down in certain areas of the City where currently there are detours.
- The Ferry Pilot starts on June 15, 2025, and ends on September 27, 2025, and this is a cost neutral pilot where the Algiers Community are helping with the Marketing of this Pilot Program. The last Ferry will depart from Canal Street at 12:15 am
- The CEO introduced the New Chief of Human Resource Seandra Allen-Buchanan.

## 6. Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the CFO report:

- The NTD Report was submitted in April and the NTD Audit for the CY2023 Data will be taking place. The Annual Audit is currently being conducted and will be finished by June 30, 2025. The Triennial Review will take place on July 8, 2025 - July 11, 2025.
- There is a $10M gap in Operating Revenue. The Expenses and the Cost of Living are out pacing the growth in Revenue.

[April 2025 Financials] **25-075**

Enactment No: N/A

## 7. DBE Report

The monthly DBE Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the CFO report:

- Commissioner Colin asked staff to put the status of the projects on the slide presentations.

## 8. Chief Planning and Capital Project Officer's Report

The monthly Chief Planning and Capital Project Officer's Report was presented. This report can be found in the PowerPoint Presentation for the Finance Committee Report.

Highlights from the CFO report:

- The Zero Emission Buses will arrive in early 2026 and the new specifications are being reviewed.
- RTA normally have groundbreaking ceremonies for every major project.

## 9. Procurements

Award Contract for Streetcar System Modernization Master Plan **25-054**

After further discussion the Board selected to take this item from the Consent Agenda and place it on the full Board Agenda.

The CEO stated that the Historical Preservations will be going up against the ADA Community and during the period of the study there will be multiple Public Hearings so the public can voice their concerns.

Commissioner Colin moved and Commissioner Moore seconded to move the Award Contract for Streetcar System Modernization Master Plan to the Board of Commissioners Full Board Agenda. The motion was approved unanimously.

referred to Board Agenda

Enactment No: 25-035

Award Contract for Climate Adaptive Transit Shelter Design **25-055**

Commissioner Moore moved and Commissioner Colin seconded to approve to Award a Contract for Climate Adaptive Transit Shelter Design. The motion was approved unanimously.

referred to Consent Agenda

Enactment No: 25-032

Fare Collection System Upgrade Consultant **25-067**

Commissioner Colin moved and Commissioner Moore seconded to approve the Fare Collection System Upgrade Consultant. The motion was approved unanimously.

referred to Consent Agenda

Enactment No: 25-033

## 10. Authorization

CY 2024 Louisiana Compliance Questionnaire **25-069**

Commissioner Moore moved and Commissioner Colin seconded to approve the

CY2024 Louisianan Compliance Questionnaire. The motion was approved unanimously.

referred to Consent Agenda

Enactment No: 25-034

## 11. New Business

None.

## 12. Audience Questions & Comments

None.

## 13. Adjournment

Commissioner Colin moved and Commissioner Moore seconded to adjourn the Finance Committee Meeting of June 12, 2025. The meeting was adjourned unanimously.

[06.12.25 Fin Committee Meeting Presentation] **25-076**

Enactment No: N/A

Board Report and Staff Summary

**File #:** 25-111 **Finance Committee**

[June Financials]

**June 2025**
**Analysis of Financials**

| Budget | Actuals | Variances Amount | Variances %age | Explanation of Variance |
|---|---|---|---|---|
| **Passenger Revenue** | | | | |
| 5,953,218 | 5,154,972 | (798,246) | (13.4%) | Passenger Fares were 13.4% ($798K) under projections through June while ridership was 11.9% (935K) under budget. |
| **Sales Tax** | | | | |
| 54,976,560 | 55,154,454 | 177,894 | 0.3% | Sales tax collections are 0.3% above projections through June. |
| **Labor** | | | | |
| 34,230,336 | 33,231,817 | 998,519 | 2.9% | Labor is $999K (2.9%) under budget through June. |
| **Fringe Benefits** | | | | |
| 11,361,210 | 10,705,489 | 655,721 | 5.8% | Fringe Benefits are 5.8% ($656K) under projections through June. |
| **Services** | | | | |
| 9,579,144 | 5,892,701 | 3,686,443 | 38.5% | Most Service line items are well under budget through June. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls. |
| **Materials and Supplies** | | | | |
| 7,104,252 | 5,138,277 | 1,965,975 | 27.7% | Diesel fuel prices for the month of June were budgeted at $3.55/gal. (excl. $0.21/gal. tax). Actual diesel fuel prices for June averaged $2.20/gal. (before taxes), which was $1.35/gal. under budget and $0.13 above the average price for May. Diesel fuel consumption for June was 37,219 gallons under budget. |
| **Taxes** | | | | |
| 213,018 | 75,796 | 137,222 | 64.4% | All taxes were under budget through June. |
| **Miscellaneous Expenses** | | | | |
| 504,102 | 324,007 | 180,095 | 35.7% | Miscellaneous expenses, including travel and other miscellaneous, were 35.7% under budget through June. |

CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
June 30, 2025
Unaudited

| | Current Month Budget | Actual | $ Var. | %Var. | Year to Date Budget | Actual | $ Var. | %Var. | CY2025 Budget |
|---|---|---|---|---|---|---|---|---|---|
| **Operating Revenues** | | | | | | | | | |
| Passenger Fares | 992,203 | 801,875 | (190,328) | (19.18%) | 5,953,218 | 5,154,972 | (798,246) | (13.41%) | 11,906,432 |
| General Use Sales Tax | 7,676,539 | 6,589,544 | (1,086,995) | (14.16%) | 46,059,234 | 47,384,188 | 1,324,954 | 2.88% | 92,118,471 |
| State Motor Vehicle Sales Tax | 635,906 | 633,864 | (2,042) | (0.32%) | 3,815,436 | 3,251,938 | (563,498) | (14.77%) | 7,630,875 |
| Hotel/Motel Sales Tax | 850,315 | 216,284 | (634,031) | (74.56%) | 5,101,890 | 4,518,328 | (583,562) | (11.44%) | 10,203,780 |
| Other Revenue | 221,190 | 960,913 | 739,723 | 334.43% | 1,327,140 | 2,004,510 | 677,370 | 51.04% | 2,654,281 |
| **Total Operating Revenues** | **10,376,153** | **9,202,480** | **(1,173,673)** | **(11.31%)** | **62,256,918** | **62,313,936** | **57,018** | **0.09%** | **124,513,839** |
| **Operating Expenses** | | | | | | | | | |
| Labor | 5,705,056 | 4,924,673 | 780,383 | 13.68% | 34,230,336 | 33,231,817 | 998,519 | 2.92% | 68,460,671 |
| Fringe Benefits | 1,893,535 | 2,199,299 | (305,764) | (16.15%) | 11,361,210 | 10,705,489 | 655,721 | 5.77% | 22,722,422 |
| Services | 1,596,524 | 1,782,086 | (185,562) | (11.62%) | 9,579,144 | 5,892,701 | 3,686,443 | 38.48% | 19,158,293 |
| Materials and Supplies | 1,184,042 | 942,969 | 241,073 | 20.36% | 7,104,252 | 5,138,277 | 1,965,975 | 27.67% | 14,208,507 |
| Utilities | 144,208 | 133,166 | 11,042 | 7.66% | 865,248 | 794,941 | 70,307 | 8.13% | 1,730,500 |
| Casualty & Liability | 986,667 | 905,742 | 80,925 | 8.20% | 5,920,002 | 5,173,787 | 746,215 | 12.60% | 11,840,000 |
| Taxes | 35,503 | 0 | 35,503 | 100.00% | 213,018 | 75,796 | 137,222 | 64.42% | 426,030 |
| Miscellaneous | 84,017 | 66,903 | 17,114 | 20.37% | 504,102 | 324,007 | 180,095 | 35.73% | 1,008,205 |
| Leases and Rentals | 20,000 | 10,831 | 9,169 | 45.85% | 120,000 | 113,460 | 6,540 | 5.45% | 240,000 |
| **Total Oper. Exp. (excl. Depr.)** | **11,649,552** | **10,965,669** | **683,883** | **5.87%** | **69,897,312** | **61,450,275** | **8,447,037** | **12.08%** | **139,794,628** |
| **Net Operating Revenue** | **(1,273,399)** | **(1,763,189)** | **(489,790)** | **38.46%** | **(7,640,394)** | **863,661** | **8,504,055** | **(111.30%)** | **(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 | 77,177 | 15,767 | 16.96% | 557,664 | 570,603 | (12,939) | (2.32%) | 1,115,331 |
| TMSEL All Other Costs | 33,750 | 182,578 | (148,828) | (440.97%) | 202,500 | 1,017,030 | (814,530) | (402.24%) | 405,000 |
| **Total TMSEL Legacy Costs** | **126,694** | **259,755** | **(133,061)** | **(105.03%)** | **760,164** | **1,587,633** | **(827,469)** | **(108.85%)** | **1,520,331** |
| **Net Rev. (Before Gov't. Asst.)** | **(1,400,093)** | **(2,022,944)** | **(622,851)** | **44.49%** | **(8,400,558)** | **(723,972)** | **7,676,586** | **(91.38%)** | **(16,801,120)** |
| **Maritime Operations** | | | | | | | | | |
| Passenger Fares | 92,207 | 61,121 | (31,086) | (33.71%) | 553,242 | 415,017 | (138,225) | (24.98%) | 1,106,479 |
| Labor and Fringe Benefits | (23,873) | (23,426) | (447) | 1.87% | (143,238) | (139,982) | (3,256) | 2.27% | (286,480) |
| Services | (81,554) | 0 | (81,554) | 100.00% | (489,324) | (29,818) | (459,506) | 93.91% | (978,652) |
| Materials and Supplies | (45,433) | (9,792) | (35,641) | 78.45% | (272,598) | (42,837) | (229,761) | 84.29% | (545,198) |
| Taxes | (544) | (494) | (50) | 9.19% | (3,264) | (1,875) | (1,389) | 42.56% | (6,522) |
| Purchased Transportation | (1,028,806) | (813,400) | (215,406) | 20.94% | (6,172,836) | (5,406,973) | (765,863) | 12.41% | (12,345,667) |
| Other Operating Expenses | (44,281) | (165) | (44,116) | 99.63% | (265,686) | (604) | (265,082) | 99.77% | (531,372) |
| Preventive Maintenance | 52,036 | 50,521 | (1,515) | (2.91%) | 312,216 | 303,126 | (9,090) | (2.91%) | 624,438 |
| LA State Appropriations | 250,000 | 0 | (250,000) | (100.00%) | 1,500,000 | 0 | (1,500,000) | (100.00%) | 3,000,000 |
| State Subsidy | 428,333 | 428,333 | 0 | 0.00% | 2,569,998 | 2,569,998 | 0 | 0.00% | 5,140,000 |
| **Total Maritime Operations** | **(401,915)** | **(307,302)** | **(94,613)** | **(100.00%)** | **(2,411,490)** | **(2,333,949)** | **(77,541)** | **(100.00%)** | **(4,822,974)** |
| **Government Operating Assistance** | | | | | | | | | |
| Preventive Maintenance | 1,672,860 | 1,587,525 | (85,335) | (5.10%) | 10,037,160 | 9,525,150 | (512,010) | (5.10%) | 20,074,324 |
| State Parish Transportation | 191,015 | 167,519 | (23,496) | (12.30%) | 1,146,090 | 961,327 | (184,763) | (16.12%) | 2,292,180 |
| ARPA Funding and Other Operating Grants | 478,852 | 0 | (478,852) | (100.00%) | 2,873,112 | 44,032 | (2,829,080) | (98.47%) | 5,746,226 |
| FEMA Reimbursements | 0 | 0 | 0 | #DIV/0! | 0 | 98 | 98 | #DIV/0! | 0 |
| **Total Government Oper. Asst.** | **2,342,727** | **1,755,044** | **(587,683)** | **(25.09%)** | **14,056,362** | **10,530,607** | **(3,525,755)** | **(25.08%)** | **28,112,730** |
| **Net Revenue (After Gov't. Asst.)** | **540,719** | **(575,202)** | **(1,305,147)** | **(241.37%)** | **3,244,314** | **7,472,686** | **4,073,289** | **125.55%** | **6,488,636** |

CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
June 30, 2025
Unaudited

| | Current Month | | | | Year to Date | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual | $ Var. | %Var. | Budget | Actual | $ Var. | %Var. | |
| **Net Revenue (After Gov't. Asst.)** | **540,719** | **(575,202)** | **(1,305,147)** | **-241.37%** | **3,244,314** | **7,472,686** | **4,073,289** | **125.55%** | **6,488,636** |
| **Government Non-Operating Rev. (Exp.)** | | | | | | | | | |
| Federal - Capital (RTA) | 2,690,160 | 320,157 | (2,370,003) | (88.10%) | 16,140,960 | 4,053,587 | (12,087,373) | (74.89%) | 32,281,920 |
| Local - Capital (RTA) | 1,141,840 | 80,039 | (1,061,801) | (92.99%) | 6,851,040 | 1,126,647 | (5,724,393) | (83.56%) | 13,702,078 |
| Capital Expenditures (RTA) | (3,832,000) | (400,196) | 3,431,804 | (89.56%) | (22,992,000) | (5,077,657) | 17,914,343 | (77.92%) | (45,983,998) |
| Total Federal and State Sources (Ferry) | 1,126,534 | 0 | (1,126,534) | (100.00%) | 6,759,204 | 9,661 | | | |
| Other Local Sources/Restricted Capital Res. (Ferry) | 317,238 | 0 | (317,238) | (100.00%) | 1,903,428 | 2,415 | (1,901,013) | (99.87%) | 13,518,414 |
| Capital Expenses (Ferry) | (1,443,772) | (19,502) | (1,424,270) | 98.65% | (8,662,632) | (138,052) | 8,524,580 | (98.41%) | 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** | **(19,502)** | **(19,502)** | **0.00%** | **0** | **(23,399)** | **(23,399)** | **0.00%** | **17,325,268** |
| **Total Revenues (Expenses) Before Capital Expenditures and Debt** | **540,719** | **(594,704)** | **(1,135,423)** | **(209.98%)** | **3,244,314** | **7,449,287** | **4,204,973** | **129.61%** | **23,813,904** |
| **Capital Expenditures** | | | | | | | | | |
| Interest Income - Capital (bonds) | 1,147 | 27,708 | 26,561 | 2315.69% | 6,882 | 155,083 | 148,201 | 100.00% | 13,764 |
| Other Interest Income | 130,092 | 111,866 | (18,226) | (14.01%) | 780,552 | 402,413 | (378,139) | (48.45%) | 1,561,100 |
| Debt Service | (671,958) | (154,528) | 517,430 | 77.00% | (4,031,748) | (6,029,709) | (1,997,961) | (49.56%) | (8,063,500) |
| **Total Capital Expenditures** | **(540,719)** | **(14,954)** | **525,765** | **97.23%** | **(3,244,314)** | **(5,472,213)** | **(2,227,899)** | **(68.67%)** | **(6,488,638)** |
| **Net Revenue less Capital Expenditures & Principal on Long Term Debt** | **0** | **(609,658)** | **(609,658)** | **100.00%** | **0** | **1,977,074** | **1,977,074** | **100.00%** | **17,325,266** |
| **Other Funding Sources** | | | | | | | | | |
| Restricted Oper. / Capital Reserve | 0 | 609,658 | (609,658) | (100.00%) | 0 | (1,977,074) | 1,977,074 | (100.00%) | 0 |
| **Total Other Funding** | **0** | **609,658** | **(609,658)** | **(100.00%)** | **0** | **(1,977,074)** | **1,977,074** | **(100.00%)** | **0** |
| **Net Revenue / Expense** | **0** | **0** | **0** | **0.00%** | **0** | **0** | **0** | **0.00%** | **17,325,266** |
| Depreciation - Local | 378,071 | 418,945 | (40,875) | (10.81%) | 2,268,424 | 2,367,241 | (98,817) | (4.36%) | 4,536,847 |
| Depreciation - Federal | 1,512,282 | 1,675,782 | (163,499) | (10.81%) | 9,073,694 | 9,468,964 | (395,270) | (4.36%) | 18,147,389 |
| **Total Depreciation** | **1,890,353** | **2,094,727** | **(204,374)** | **10.81%** | **11,342,118** | **11,836,205** | **(494,087)** | **(4.36%)** | **22,684,236** |

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

| | Current Month | | | | Year to Date | | | |
|---|---|---|---|---|---|---|---|---|
| | Prior Yr. | Current Yr. | $ Var. | %Var. | Prior Yr. | Current Yr. | $ Var. | %Var. |
| **Operating Revenues** | | | | | | | | |
| Passenger Fares | 904,117 | 801,875 | (102,242) | (11.31%) | 5,570,184 | 5,154,972 | (415,212) | (7.45%) |
| General Use Sales Tax | 7,585,066 | 6,589,544 | (995,522) | (13.12%) | 45,843,839 | 47,384,188 | 1,540,349 | 3.36% |
| State Motor Vehicle Sales Tax | 561,727 | 633,864 | 72,137 | 12.84% | 3,109,326 | 3,251,938 | 142,612 | 4.59% |
| Hotel/Motel Sales Tax | 903,253 | 216,284 | (686,969) | (76.05%) | 7,000,407 | 4,518,328 | (2,482,079) | (35.46%) |
| Other Revenue | 218,868 | 960,913 | 742,045 | 339.04% | 1,102,302 | 2,004,510 | 902,208 | 81.85% |
| **Total Operating Revenues** | **10,173,031** | **9,202,480** | **(970,551)** | **(9.54%)** | **62,626,058** | **62,313,936** | **(312,122)** | **(0.50%)** |
| **Operating Expenses** | | | | | | | | |
| Labor | 7,148,990 | 4,924,673 | 2,224,317 | 31.11% | 30,894,805 | 33,231,817 | (2,337,012) | (7.56%) |
| Fringe Benefits | 2,418,992 | 2,199,299 | 219,693 | 9.08% | 10,453,975 | 10,705,489 | (251,514) | (2.41%) |
| Services | 934,758 | 1,782,086 | (847,328) | (90.65%) | 4,656,753 | 5,892,701 | (1,235,948) | (26.54%) |
| Materials and Supplies | 928,514 | 942,969 | (14,455) | (1.56%) | 5,762,712 | 5,138,277 | 624,434 | 10.84% |
| Utilities | 32,057 | 133,166 | (101,109) | (315.41%) | 775,829 | 794,941 | (19,112) | (2.46%) |
| Casualty & Liability | 736,825 | 905,742 | (168,917) | (22.93%) | 4,619,054 | 5,173,787 | (554,733) | (12.01%) |
| Taxes | 31,950 | 0 | 31,950 | 100.00% | 198,639 | 75,796 | 122,843 | 61.84% |
| Miscellaneous | 493,042 | 66,903 | 426,139 | 86.43% | 643,684 | 324,007 | 319,677 | 49.66% |
| Leases and Rentals | 12,790 | 10,831 | 12,790 | 100.00% | 80,702 | 113,460 | (32,759) | (40.59%) |
| **Total Oper. Exp. (excl. Depr.)** | **12,737,917** | **10,965,669** | **1,783,079** | **14.00%** | **58,086,152** | **61,450,275** | **(3,364,123)** | **(5.79%)** |
| **Net Operating Revenue** | **(2,564,886)** | **(1,763,189)** | **801,697** | **(31.26%)** | **4,539,906** | **863,661** | **(3,676,245)** | **(80.98%)** |
| **TMSEL Legacy Costs** | | | | | | | | |
| TMSEL Pension Costs | 0 | 0 | 0 | 0.00% | 0 | 0 | 0 | 0.00% |
| TMSEL Health Benefit Costs | 103,298 | 77,177 | (26,121) | (25.29%) | 618,182 | 570,603 | (47,578) | (7.70%) |
| TMSEL All Other Costs | 183,240 | 182,578 | (662) | (0.36%) | 962,925 | 1,017,030 | 54,105 | 5.62% |
| **Total TMSEL Legacy Costs** | **286,537** | **259,755** | **(26,782)** | **(9.35%)** | **1,581,107** | **1,587,633** | **6,526** | **0.41%** |
| **Net Rev. (Before Gov't. Asst.)** | **(2,851,423)** | **(2,022,944)** | **828,479** | **(29.05%)** | **2,958,799** | **(723,972)** | **(3,682,771)** | **(124.47%)** |
| **Maritime Operations** | | | | | | | | |
| Passenger Fares | 17,654 | 61,121 | 43,467 | 246.22% | 555,859 | 415,017 | (140,842) | (25.34%) |
| Labor and Fringe Benefits | (24,409) | (23,426) | 983 | (4.03%) | (333,565) | (139,982) | 193,583 | (58.03%) |
| Services | (7,059) | 0 | 7,059 | (100.00%) | (2,801,153) | (29,818) | 2,771,335 | (98.94%) |
| Materials and Supplies | (20,834) | (9,792) | 11,042 | (53.00%) | (322,495) | (42,837) | 279,658 | (86.72%) |
| Taxes | (386) | (494) | (108) | 27.90% | (3,519) | (1,875) | 1,645 | 100.00% |
| Purchased Transportation | (854,575) | (813,400) | 41,175 | (4.82%) | (4,018,713) | (5,406,973) | (1,388,260) | 34.54% |
| Other Operating Expenses | (571) | (165) | 406 | (71.11%) | (1,802) | (604) | 1,197 | (66.45%) |
| Preventive Maintenance | 56,560 | 50,521 | (6,039) | (10.68%) | 253,470 | 303,126 | 49,656 | 19.59% |
| LA State Appropriations | 428,333 | 0 | (428,333) | 0.00% | 2,569,998 | 0 | (2,569,998) | 100.00% |
| State Subsidy | 833,333 | 428,333 | (405,000) | (48.60%) | 4,999,998 | 2,569,998 | (2,430,000) | (48.60%) |
| **Total Maritime Operations** | **428,045** | **(307,302)** | **(735,347)** | **(171.79%)** | **898,077** | **(2,333,949)** | **(3,232,026)** | **(359.88%)** |
| **Government Operating Assistance** | | | | | | | | |
| Preventive Maintenance | 1,293,059 | 1,587,525 | 294,466 | 22.77% | 7,541,535 | 9,525,150 | 1,983,615 | 26.30% |
| State Parish Transportation | 183,107 | 167,519 | (15,588) | (8.51%) | 763,013 | 961,327 | 198,314 | 25.99% |
| ARPA Funding and Other Operating Grants | 0 | 0 | 0 | #DIV/0! | 0 | 44,032 | 44,032 | #DIV/0! |
| FEMA Reimbursements | 0 | 0 | 0 | 0.00% | 0 | 98 | 98 | 0.00% |
| **Total Government Oper. Asst.** | **1,476,166** | **1,755,044** | **278,878** | **18.89%** | **8,304,549** | **10,530,607** | **2,226,058** | **26.81%** |
| **Net Revenue (After Gov't. Asst.)** | **(947,212)** | **(575,202)** | **372,010** | **(39.27%)** | **12,161,425** | **7,472,686** | **(4,688,739)** | **(38.55%)** |

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

| | Current Month | | | | Year to Date | | | |
|---|---|---|---|---|---|---|---|---|
| | Prior Yr. | Current Yr. | $ Var. | %Var. | Prior Yr. | Current Yr. | $ Var. | %Var. |
| **Net Revenue (After Gov't. Asst.)** | **(947,212)** | **(575,202)** | **372,010** | **-39.27%** | **12,161,425** | **7,472,686** | **(4,688,739)** | **-38.55%** |
| **Government Non-Operating Rev. (Exp.)** | | | | | | | | |
| Federal - Capital (RTA) | 3,606,997 | 320,157 | (3,286,840) | (91.12%) | 12,846,415 | 4,053,587 | (8,792,828) | (68.45%) |
| Local - Capital (RTA) | 901,749 | 80,039 | (821,710) | (91.12%) | 4,928,896 | 1,126,647 | (3,802,249) | (77.14%) |
| Capital Expenditures (RTA) | (4,508,746) | (400,196) | 4,108,550 | (91.12%) | (17,775,312) | (5,077,657) | 12,697,655 | (71.43%) |
| Total Federal and State Sources (Ferry) | 0 | 0 | 0 | #DIV/0! | 850,568 | 9,661 | (840,907) | (98.86%) |
| Other Local Sources/Restricted Cap. Res. (Ferry) | 0 | 0 | 0 | #DIV/0! | (1,063,210) | 2,415 | 1,065,625 | (100.23%) |
| Capital Expenses (Ferry) | 0 | (19,502) | (19,502) | #DIV/0! | 0 | (138,052) | (138,052) | #DIV/0! |
| Loss on Valuation of Assets | 0 | 0 | 0 | 0.00% | 0 | 0 | 0 | 0.00% |
| **Total Gov't. Non-Operating Rev. (Exp.)** | **0** | **(19,502)** | **(19,502)** | **#DIV/0!** | **(212,642)** | **(23,399)** | **189,243** | **(89.00%)** |
| **Total Revenues (Expenses) Before Capital Expenditures and Debt** | **(947,212)** | **(594,704)** | **352,508** | **(37.22%)** | **11,948,783** | **7,449,287** | **(4,499,496)** | **(37.66%)** |
| **Capital Expenditures** | | | | | | | | |
| Bond Interest Income | 11,905 | 27,708 | 15,803 | 132.74% | 71,430 | 155,083 | 83,653 | 117.11% |
| Other Interest Income | 54,234 | 111,866 | 57,632 | 106.27% | 325,402 | 402,413 | (77,011) | (23.67%) |
| Debt Service | (521,843) | (154,528) | 367,315 | (70.39%) | (3,320,468) | (6,029,709) | 2,709,241 | (81.59%) |
| **Total Capital Expenditures** | **(455,704)** | **(14,954)** | **440,750** | **(96.72%)** | **(2,923,637)** | **(5,472,213)** | **(2,548,576)** | **87.17%** |
| **Net Revenue less Capital Expenditures & Principal on Long Term Debt** | **(1,402,916)** | **(609,658)** | **793,258** | **56.54%** | **9,025,146** | **1,977,074** | **(7,048,072)** | **78.09%** |
| **Other Funding Sources** | | | | | | | | |
| Restricted Oper. / Capital Reserve | 1,402,916 | 609,658 | (793,258) | (56.54%) | (9,025,146) | (1,977,074) | 7,048,072 | (78.09%) |
| **Total Other Funding** | **1,402,916** | **609,658** | **(793,258)** | **(56.54%)** | **(9,025,146)** | **(1,977,074)** | **7,048,072** | **(78.09%)** |
| **Net Revenue / Expense** | **0** | **0** | **0** | **0.00%** | **0** | **0** | **0** | **0.00%** |
| Depreciation - Local | 350,223 | 418,945 | (68,722) | (19.62%) | 2,122,362 | 2,367,241 | (244,878) | (11.54%) |
| Depreciation - Federal | 1,400,893 | 1,675,782 | (274,889) | (19.62%) | 8,489,450 | 9,468,964 | (979,515) | (11.54%) |
| **Total Depreciation Expense** | **1,751,116** | **2,094,727** | **(343,611)** | **(19.62%)** | **10,611,812** | **11,836,205** | **(1,224,393)** | **(11.54%)** |

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

| | Company-wide | | Fixed Route Bus | | Streetcar | | Paratransit | |
|---|---|---|---|---|---|---|---|---|
| | Current Mo. | Year-to-date | Current Mo. | Year-to-date | Current Mo. | Year-to-date | Current Mo. | Year-to-date |
| Ridership (Unlinked Trips) | 1,157,072 | 6,935,293 | 877,956 | 5,456,231 | 261,119 | 1,372,980 | 17,997 | 106,082 |
| Total Platform Hours | 65,836 | 391,131 | 41,915 | 254,068 | 11,487 | 69,779 | 12,434 | 67,284 |
| Passenger Revenue | 931,556 | 5,329,575 | 575,762 | 3,465,170 | 324,532 | 1,695,563 | 31,262 | 168,841 |
| Operating Expenses | 10,965,669 | 61,450,275 | 7,127,685 | 39,942,679 | 2,193,134 | 12,290,055 | 1,644,850 | 9,217,541 |
| Operating Cost Per Platform Hour | 166.56 | 157.11 | 170.05 | 157.21 | 190.92 | 176.13 | 132.28 | 136.99 |
| Annual Budgeted Cost Per Platform Hour | | 157.98 | | 141.93 | | 188.32 | | 143.69 |
| Farebox Recovery Rate | 8.50% | 8.67% | 8.08% | 8.68% | 14.80% | 13.80% | 1.90% | 1.83% |
| Operating Cost Per Unlinked Trip | 9.48 | 8.86 | 8.12 | 7.32 | 8.40 | 8.95 | 91.40 | 86.89 |
| Passenger Revenue Per Unlinked Trip | 0.81 | 0.77 | 0.66 | 0.64 | 1.24 | 1.23 | 1.74 | 1.59 |
| Subsidy per Unlinked Trip | 8.67 | 8.09 | 7.46 | 6.68 | 7.16 | 7.72 | 89.66 | 85.30 |

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

**REPORT FOR THE MONTH**

| | Company-wide | | | Fixed Route Bus | | | Streetcar | | | Paratransit | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | For the Month Ended June 30 | | | For the Month Ended June 30 | | | For the Month Ended June 30 | | | For the Month Ended June 30 | | |
| | 2025 | 2024 | Variance | 2025 | 2024 | Variance | 2025 | 2024 | Variance | 2025 | 2024 | Variance |
| Ridership (Unlinked Trips) | 1,157,072 | 1,079,474 | 77,598 | 877,956 | 762,632 | 115,324 | 261,119 | 299,066 | (37,947) | 17,997 | 17,776 | 221 |
| Total Platform Hours | 65,836 | 63,879 | 1,957 | 41,915 | 40,408 | 1,507 | 11,487 | 12,365 | (878) | 12,434 | 11,106 | 1,328 |
| Passenger Revenue | 931,556 | 843,511 | 88,045 | 575,762 | 533,971 | 41,791 | 324,532 | 283,687 | 40,845 | 31,262 | 25,852 | 5,410 |
| Operating Expenses | 10,965,669 | 12,737,917 | (1,772,248) | 7,127,685 | 8,279,646 | (1,151,961) | 2,193,134 | 2,547,583 | (354,450) | 1,644,850 | 1,910,688 | (265,837) |
| Operating Cost Per Platform Hour | 166.56 | 199.41 | (32.85) | 170.05 | 204.90 | (34.85) | 190.92 | 206.03 | (15.11) | 132.28 | 172.04 | (39.76) |
| 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 | 8.50% | 6.62% | 1.87% | 8.08% | 6.45% | 1.63% | 14.80% | 11.14% | 3.66% | 1.90% | 1.35% | 0.55% |
| Operating Cost Per Unlinked Trip | 9.48 | 11.80 | (2.32) | 8.12 | 10.86 | (2.74) | 8.40 | 8.52 | (0.12) | 91.40 | 107.49 | (16.09) |
| Passenger Revenue Per Unlinked Trip | 0.81 | 0.78 | 0.03 | 0.66 | 0.70 | (0.04) | 1.24 | 0.95 | 0.29 | 1.74 | 1.45 | 0.29 |
| Subsidy per Unlinked Trip | 8.67 | 11.02 | (2.35) | 7.46 | 10.16 | (2.70) | 7.16 | 7.57 | (0.41) | 89.66 | 106.04 | (16.38) |

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

**YEAR-TO-DATE REPORT**

| | Company-wide | | | Fixed Route Bus | | | Streetcar | | | Paratransit | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | For 6 Months Ending June 30, | | | For 6 Months Ending June 30, | | | For 6 Months Ending June 30, | | | For 6 Months Ending June 30, | | |
| | 2025 | 2024 | Variance | 2025 | 2024 | Variance | 2025 | 2024 | Variance | 2025 | 2024 | Variance |
| Ridership (Unlinked Trips) | 6,935,293 | 6,552,367 | 382,926 | 5,456,231 | 4,573,268 | 882,963 | 1,372,980 | 1,863,390 | (490,410) | 106,082 | 115,709 | (9,627) |
| Total Platform Hours | 391,131 | 403,494 | (12,363) | 254,068 | 249,645 | 4,423 | 69,779 | 72,191 | (2,412) | 67,284 | 81,658 | (14,374) |
| Passenger Revenue | 5,329,575 | 5,061,067 | 268,508 | 3,465,170 | 3,190,443 | 274,727 | 1,695,563 | 1,715,510 | (19,947) | 168,841 | 155,114 | 13,727 |
| Operating Expenses | 61,450,275 | 58,086,154 | 3,364,120 | 39,942,679 | 41,653,606 | (1,710,928) | 12,290,055 | 9,221,482 | 3,068,573 | 9,217,541 | 7,211,067 | 2,006,475 |
| Operating Cost Per Platform Hour | 157.11 | 143.96 | 13.15 | 157.21 | 166.85 | (9.64) | 176.13 | 127.74 | 48.39 | 136.99 | 88.31 | 48.68 |
| 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 | 8.67% | 8.71% | -0.04% | 8.68% | 7.66% | 1.02% | 13.80% | 18.60% | -4.81% | 1.83% | 2.15% | -0.32% |
| Operating Cost Per Unlinked Trip | 8.86 | 8.86 | 0.00 | 7.32 | 9.11 | (1.79) | 8.95 | 4.95 | 4.00 | 86.89 | 62.32 | 24.57 |
| Passenger Revenue Per Unlinked Trip | 0.77 | 0.77 | 0.00 | 0.64 | 0.70 | (0.06) | 1.23 | 0.92 | 0.31 | 1.59 | 1.34 | 0.25 |
| Subsidy per Unlinked Trip | 8.09 | 8.09 | 0.00 | 6.68 | 8.41 | (1.73) | 7.72 | 4.03 | 3.69 | 85.30 | 60.98 | 24.32 |

2817 Canal Street
New Orleans, LA 70119

# New Orleans Regional Transit Authority

## Board Report and Staff Summary

**File #:** 25-085 **Finance Committee**

All Stations Accessibility Program - St. Charles Avenue Streetcar

| DESCRIPTION: Requesting Board authorization to approve a task order for Manning, APC to complete the design of an All Stations Accessibility Program for the St. Charles Avenue Streetcar. | 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 task order with Manning, APC, a Certified DBE/SLDBE, to complete the design of an All-Stations Accessibility Program for the St. Charles Avenue Streetcar in an amount not-to-exceed $1.3M.

ISSUE/BACKGROUND:

In use since 1835, the St Charles streetcar is the oldest continuously operated urban railway in the United States. While there have been several improvements and changes to the line over the decades, the vehicles are generally of the original 1920's vintage, and the stops and route have not changed since 1973. In 2020, in accordance with a 2017 consent decree, four heritage-style streetcars with wheelchair accessible lifts were repainted to match the vintage St Charles cars, and six of the 54 total stop pairs along the route were adapted to be compliant with the 1990 Americans with Disabilities Act (ADA).

While these changes have improved accessibility along the route, the RTA recognizes that there is considerably more work to be done to fulfill a strategy in the RTA's Strategic Mobility Plan-"Make transit accessible for people with disabilities"-and corresponding Action Items BE3, BE6, and BE7. Furthermore, the RTA has committed to certain accessibility improvements through several settlement agreements-the 2017 Falls vs. RTA and City of New Orleans agreement and the 2025 O.E. vs. New Orleans Regional Transit Authority agreement.

In the interest of executing the Strategic Mobility Plan and fulfilling its legal requirements, the RTA applied for and was awarded in 2024 an All-Stations Accessibility Program (ASAP) grant in the amount of $5.5 million from the Federal Transit Administration (FTA). The grant provides funding to make 46 of the stop pairs along the route fully accessible. The design and construction of these improvements will be completed in coordination with a Streetcar System Modernization Master Plan, underway in the summer of 2025, to ensure that the ASAP improvements are compatible with the safety, efficiency, and accessibility goals of the Streetcar Master Plan.

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 #2025-03) was sent to all vendors in the pool. Staff selected Manning, APC's proposal for award. The task order with Manning to provide the design deliverables will be managed by the Capital Projects Division.

The ASAP design scope includes the following tasks, per the task order scope of services

- **Task 1 -** Assist in outreach strategy and implementation of outreach efforts
- **Task 2 -** Current conditions assessment
- **Task 3 -** Assist RTA Planning and Scheduling staff in stop consolidation evaluation
- **Task 4 -** Project management and coordination
- **Task 5 -** 30% schematic design
- **Task 6 -** 60% design development
- **Task 7 -** 90% permit set and permit approvals
- **Task 8 -** 100% construction documents, bid package, and bid preparation assistance
- **Task 9 -** Cost estimates and management of project budget
- **Task 10 -** Safety and hazards analysis
- **Task 11 -** NEPA assistance
- **Task 12 -** Construction administration

:

FINANCIAL IMPACT:

The Capital Projects team prepared an initial cost estimate of $1,262,726 for the design and engineering component of the ASAP project. This budget for design and engineering was included in the RTA's ASAP grant application to the FTA. Manning, APC and the RTA have agreed on a scope and price not to exceed $1.3M for the completion of Tasks 1-12.

The funding for this project is from an FTA ASAP grant in the amount of $5,492,524 with a local match of $1,373,131 for a total project cost of $6,865,655. The local funding is included in the approved 2025 capital budget and is also included in the FY2025-2029 Capital Investment Program (CIP). The budget code for the local funds is 01-0000-00-1501-000-00-00-00000-00000.

NEXT STEPS:

Notice to Proceed issued to Manning, APC to kick off the project.

ATTACHMENTS:

1. Resolution
2. Request for Technical Proposal (RTP) #2025-03: all stations Accessibility Program - St. Charles Streetcar
3. Manning Proposal
4. Change Order Routing Form
5. Independent Cost Estimate (ICE)

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 Johnson Banks
Title: Chief Financial Officer

8/11/2025

Lona Edwards Hankins
Chief Executive Officer

Date

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

504.827.8300

www.norta.com

**RESOLUTION NO. 25-xxx**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

---

**AUTHORIZATION TO AWARD TASK ORDER TO MANNING, APC TO COMPLETE AN ALL STATIONS ACCESSIBILITY PROGRAM FOR THE ST. CHARLES STREETCAR**

---

Introduced by Commissioner _____, seconded by Commissioner _____.

**WHEREAS,** the St. Charles Streetcar is the oldest continuously operated urban railway in the United States; and

**WHEREAS,** in 2020 the RTA made certain accessibility improvements to the vehicles and stops serving the St. Charles Streetcar; and

**WHEREAS,** further accessibility improvements to the St. Charles Streetcar are needed to fulfill the goals of the RTA's adopted Strategic Mobility Plan and to fulfill the RTA's legal obligations under the 2017 Falls vs. RTA and City of New Orleans agreement and the 2025 O.E. vs. New Orleans Regional Transit Authority agreement; and

**WHEREAS,** the RTA secured funding in 2024 from the Federal Transit Administration (FTA) for an All Stations Accessibility Program (ASAP) to make 46 of the stop pairs along the St. Charles Streetcar compliant with the Americans with Disabilities Act; and

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**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 Proposal (RTP) #2025-03 for the design of the ASAP improvements to the St. Charles Streetcar and selected the proposal from Manning, APC for said services; and

**WHEREAS,** the project will be funded by the FTA ASAP grant and with local RTA funds as part of the FY 2025 Capital Budget and 2025-29 Capital Investment Program, in an amount is not-to-exceed $1.3 million from budget code 01-0000-00-1501-000-00-00-00000-00000; and

**NOW, THEREFORE, BE IT RESOLVED** the RTA Board of Commissioners authorizes its, designee, to award Manning, APC a task order in an amount not to exceed $1.3 million to complete the design of an All Stations Accessibility Program 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 RESOLUTION WAS ADOPTED ON THE 26th DAY OF AUGUST, 2025.**

_____

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

**New Orleans Regional Transit Authority**

**Request for Technical Proposals (RTP)**

**RTP #**: 2025-03

**Project Name: All Stations Accessibility Program – St. Charles Streetcar**

**Project #:** 2023-FL-04

**Project Type:** Architect/Engineering Services

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

## RTP SUBMISSION TIMELINE

RTP Release Date: April 10, 2025

**RTP Proposals Due: May 5, 2025**

Advance Questions Deadline: April 21, 2025

Responses to All Questions Posted Online: April 25, 2025

Contract Intent Award Notification: May 16, 2025

## INTRODUCTION AND OVERVIEW

The New Orleans Regional Transit Authority is soliciting proposals from experienced and qualified architectural and engineering firms for the RTA's All Stations Accessibility Program for the St. Charles Avenue Streetcar, funded by the Federal Transit Administration's (FTA) FY24 All Stations Accessibility Program (ASAP). This project aims to complete accessibility improvements to 40 transit stop pairs (inbound and outbound) along the historic St. Charles Streetcar line which, along with stop consolidation, would result in a fully wheelchair accessible St. Charles streetcar line by 2028. This project also will fulfill a critical commitment that the RTA made in a January 2025 Settlement Agreement to improve accessibility along the St. Charles Avenue line.

The scope of services for this project includes the design of a variety of accessibility requirements including improved streetcar stop geometry and paths of travel for wheelchair passengers, adjusted station platform heights to facilitate boarding and alighting, installation of curb ramps, and improvements to crosswalks and other pedestrian amenities. The scope also includes examining opportunities to consolidate/re-balance stop locations and to relocate stops from near-side to far-side locations.

This design phase of the project includes public outreach, assessment of the St. Charles line, surveying, traffic study, and design and engineering through the completion of 100% construction documents. The scope also includes a subsequent construction administration phase through construction completion and project acceptance. The selected contractor must demonstrate expertise in and understanding of relevant sections of the Americans with Disabilities Act (ADA) and other applicable federal, state, and local regulations; recent relevant experience in applying these regulations to transit rail systems; accessible design generally; the infrastructure and operations of streetcar and other rail transit systems; experience

retrofitting historic streets for accessibility; and design features that optimize rail transit accessibility, efficiency, and performance.

This design initiative will be undertaken at the same time as a planning study to modernize the RTA streetcar system, both on the St. Charles line and the other lines that comprise the RTA's streetcar network. The goal of this parallel planning effort is to improve the speed, efficiency, customer appeal, and accessibility of the entire system. The RTA is in the process of selecting a consultant for the streetcar system modernization master plan (Modernization Consultant). The design team selected under this RTP will be expected to work closely with the Modernization Consultant to ensure that these two initiatives complement each other, both in terms of overall objectives and the specific design features of this RTP.

## SCOPE OF SERVICES

**Total Project Budget** (including construction): $6,800,000

**Desired Start Date**: June 12, 2025

**Estimated Task Order Length**: 12 months for design phase, 4 months for bid phase and contractor selection, 12 months for construction administration phase – 28 months in total. Note: this timeline is subject to adjustments based on project needs.

The objective of this project is to develop 100% construction documents to construct comprehensive accessibility improvements for the historic St. Charles streetcar and to provide construction administration services during the construction phase to ensure conformance with the construction documents.

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

RTA Communications staff, in conjunction with the Modernization Consultant, shall lead the effort to develop a comprehensive community engagement strategy. This strategy and subsequent outreach activities will include community conversations about accessibility 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.

The consultant will be expected to provide meaningful input into the development of the outreach strategy, including identifying potential controversies, critical issues, opportunities, and preferred techniques for engagement. The consultant will also be expected to provide staff at outreach events to answer technical questions and to provide supporting graphics, maps, and other illustrative materials for the public.

***Deliverables:*** *Staffing, strategic input, and graphical materials to support outreach efforts*

### Task 2: Current Conditions Assessment

The selected consultant shall conduct a thorough yet concise, data-driven evaluation of all 107 existing transit stops (51 stop pairs, 2 end-of-line stops, 3 additional single stops) along the St. Charles streetcar line, utilizing available records, field surveys, and technology to document baseline conditions including:

- Location of existing stops
- Accessibility features and ADA compliance evaluation of existing stops
- Structural condition of pavement, platforms, and curb ramps
- Location of existing above ground and below ground utilities
- Ridership data analysis for potential stop consolidation/rebalancing

- Identification of safety hazards and transit stop accessibility barriers
- Inventory of traffic control elements impacting transit access
- Aesthetic/walkability assessment of stop environments
- Documentation of existing transit stop features, including streetcar stop and platform geometry
- Documentation of right-of-way features including right-of-way geometry, pedestrian facilities, traffic signals, constraints affecting accessibility of streetcar stops and path to/from stop
- Any other information on the current conditions of the corridor that is necessary to inform design documents up to and including 100% construction documents

Note that the selected firm shall complete further, more detailed assessments of site conditions to inform their design deliverables (see Tasks 5-8 below). As preliminary design concepts are developed and as determinations are made regarding stop consolidation/rebalancing, the selected firm will complete further site analysis of the locations that are slated for accessibility improvements, such as site surveys, geotechnical reports, verifying the location of subsurface utilities as appropriate, traffic analyses, and on-street parking analyses.

Note also that the selected firm will be able to avail themselves of all publicly available data for this Task, including an RTA project that is recently underway to inventory numerous features of RTA bus and streetcar stops. This separate transit stops inventory study is expected to deliver its preliminary results in September, 2025.

***Deliverables:*** *Inventory and catalog of current conditions data in a cloud storage platform. Provide data in the inventory in .pdf, CAD, GIS, and other formats as appropriate. Concise (5 pages or fewer) draft and final Current Conditions Assessment describing key findings and preliminary conclusions, data gaps, and data to be collected during the design phase*

**Task 3: Assist RTA Planning and Scheduling Staff in Stop Consolidation Evaluation**

Informed by a thorough operational analysis and community engagement, RTA Planning and Scheduling staff shall evaluate potential stop consolidations and relocations (i.e. near-side vs. far-side) along the St. Charles Streetcar line, with the goal of improving system efficiency and accommodating accessibility improvements at stops while maintaining equitable, convenient streetcar access. Key factors that RTA Planning and Scheduling Staff will evaluate include:

- Assimilating the results from Task 2 into this Task
- Analyzing boarding/alighting patterns using automated passenger count data
- Modeling potential travel time savings
- Calculating potential savings in operating costs and/or reductions in headways
- Assessing impacts on schedule adherence and reliability
- Evaluating the impacts of stop consolidation on seniors and persons with disabilities, low income populations, and on major trip generators

While RTA Staff will lead this analysis, the selected consultant will play a critical supporting role, providing input into the RTA's analysis and reviewing and commenting on their recommendations. The consultant will play an especially significant role in connecting the recommendations of the RTA's stop consolidation analysis to the physical characteristics and geometry of stop locations—i.e. determining the physical and spatial feasibility of stop consolidation. The final recommendations coming out of this stop consolidation analysis will greatly inform the schematic design of the project.

***Deliverables:*** *Technical input into RTA's stop consolidation analysis*

**Task 4: 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
- Coordination of design reviews and permit approvals with external agencies such as the City of New Orleans's Department of Public Works (DPW)
- 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 5: 30% Schematic Design**

Building on the information collected in Tasks 1-3, the selected consultant shall prepare a 30% schematic design (SD) set of drawings. This task will provide recommended design treatments for each stop along the St. Charles Streetcar line so that the RTA will fulfill its obligations under the ASAP grant—i.e. that every stop along the route be fully wheelchair accessible upon construction completion.

Please note the design parameters and limits of this project. From Howard Avenue to the terminus of the streetcar line at S. Carrollton Avenue and S. Claiborne Avenue (Segment 1), the selected consultant will be responsible only for designing accessibility improvements within the neutral ground as well as associated adjustments to the roadway (crosswalks, traffic lanes, bike lanes, roadway striping, parking) to accommodate the changes to the neutral ground. All other accessibility features outside of the neutral ground, such as traffic signal modifications, curb ramps on the sidewalk side of the street, and sidewalk

improvements are not in the scope of this project and will be undertaken separately by the City of New Orleans.

From Howard Avenue to the streetcar's downtown Canal Street terminus (Segment 2), the selected consultant will be responsible for sidewalk improvements, sidewalk extensions as necessary, and any other accessibility features in the immediate vicinity of streetcar stops. This is due to the fact that streetcar stops along Segment 2 are on the sidewalk rather than the neutral ground. In Segment 2 as in Segment 1, the selected consultant will not be responsible for traffic signal modifications and sidewalk improvements beyond the immediate vicinity of the streetcar stops.

Key components of this design stage include the following:

- Stop locations that reflect the findings and recommendations of Task 3.
- 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.).
- Dimensioned roadway and right of way configurations including crosswalks, vehicular lane alignments, treatment of on-street parking and loading areas, and bicycle facilities
- Existing and proposed cross sections of roadway
- 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
- 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
- Designs that are future proofed for possible further improvements under a forthcoming streetcar modernization effort, including allotting adequate platform space for longer streetcars, 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. This effort will require close coordination throughout the design process with the consultant team working on the Streetcar Modernization Study.
- Utility relocations, as necessary, to address conflicts with the proposed improvements.
- Treatment of pavement deficiencies to facilitate accessibility (e.g. patch vs. reconstruction of deficient street pavement, neutral ground pavement for Segment 1, and sidewalk pavement in the immediate vicinity of stops for Segment 2)
- Verifying compliance with ADA, Public Right of Way Accessibility Guidelines (PROWAG), and other applicable local, state, and federal regulatory requirements

While Task 2 will provide a substantial foundation for assessing the current conditions of stop locations, the consultant team will be expected to complete a more in-depth examination of site conditions for the selected stop locations as part of this Task. This due diligence will include, as necessary, task field surveys including topographic surveys, geotechnical analyses, and the use of technology and other field assessment techniques to determine the location of below ground utilities to minimize the risk of unexpected utility conflicts during construction.

As part of this task, the consultant must prepare up to five conceptual renderings showing what the proposed improvements will look like. In tandem with consultant and RTA staff work completed in Task 3, the consultant must update transit service and traffic impact scenarios to determine the impact of the SD set on streetcar rider travel times and on vehicular traffic and levels of service.

At the conclusion of this task, the consultant shall complete up to three page-turn reviews of the SD set with RTA staff, City staff, 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% design drawings, up to five conceptual renderings, design issue log. Electronic deliverables shall be in pdf and CAD format. Consultant shall also furnish one full size printed copy of 30% set.*

**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 five renderings completed in Task 5 but only if there are substantive changes in the design that would materially change the representation of the stop features in the renderings.

Similar to Task 5, the consultant shall at the conclusion of this Task complete up to three 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 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. 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, and the community, 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 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.

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

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

At conclusion of this Task, the consultant shall complete up to three page-turn reviews of the permit set with RTA staff, City staff, 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. The consultant shall be responsible for securing all permits associated with the project, some of which may precede completion of the 90% set of drawings. Permit approvals include but are not limited to the Historic Districts Landmarks Commission, State Historic Preservation Office, and utility providers such as Entergy and the Sewerage and Water Board of New Orleans. 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, 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. 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. 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: NEPA Assistance**

The RTA anticipates that given the limited scope of this project and the successful completion of similar ADA-improvements at four stop pairs in 2019, the project should achieve NEPA clearance from the FTA via categorical exclusion. Regardless, the various reviews entailed in the path to NEPA clearance may require technical assistance from the consultant. Given that the St. Charles streetcar is listed on the National Register of Historic Places and give that the route goes through multiple National Register Historic Districts, historic preservation and aesthetic considerations will likely be a significant topic in the NEPA review process.

Specific consultant responsibilities during this process may include:

- Preparing conceptual design-related materials, technical reports, and documentation to facilitate the environmental review process under NEPA
- Collaborating with the RTA to address design-related issues that may arise during the environmental review process and incorporate NEPA considerations into design Tasks as appropriate
- Assisting the RTA in responding to inquiries from relevant agencies and the public regarding design aspects that impact environmental compliance
- Assisting the RTA with completing all forms, checklists, and technical reports necessary to complete environmental review
- Completing Section 106 historic review
- Consulting with the HDLC and SHPO as necessary

- Attending meetings as necessary with FTA, SHPO, and any other entities involved in the review process
- In coordination with RTA communications team, staffing and supporting any public meetings specifically related to environmental review

***Deliverables:*** *As-needed NEPA technical assistance as described above.*

**Task 12: 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
- 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.*

## PROPOSAL REQUIREMENTS

Interested applicants must provide RTA with the following information and responses to questions stated below. RTA reserves the right to accept other than the lowest price offer and to reject all quotes. 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 4 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 the Americans with Disabilities Act and accessibility generally, streetcar and rail infrastructure and operations, right of way design and engineering, and community-informed design processes.
- 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:
    - 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.
    - A resume for each new 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 10 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 (45%)** – Demonstrated comprehension of project requirements and sound execution plan.

- **Relevant Technical Experience & Past Performance (45%)** – Experience with similar transit infrastructure and accessibility projects and references from past clients.
- **Community Engagement Experience (10%)** – Demonstrated experience successfully incorporating community input into a project's design.

## 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 dszilagi@rfaforward.org. 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 dszilagi@rtaforward.org. All proposals must be received by the time and date RTP Timeline Submission section. Upon receipt of proposals, applicants will receive an email indicating that the submission has been received.

**Exhibits**

Exhibit A – ASAP Grant Application Appendix

MANNING
Architecture | Interiors | Planning

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

# ALL STATIONS ACCESSIBILITY PROGRAM, ST. CHARLES STREETCAR

Project No. 2023-FL-04
RTP No. 2025-03

**Submitted By:**
Manning, APC
650 Poydras St., Ste. 1250
New Orleans, LA, 70130-6106
Phone: (504) 412-2000

**Primary Contact:**
Ryan Bertucci, AIA
Director of Architecture
rmb@manning.xyz
Phone: (504) 412-2000

MAY 5, 2025

MANNING
Architecture | Interiors | Planning

May 5, 2025

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

**RE: New Orleans Regional Transit Authority**
**All Stations Accessibility Program St. Charles Streetcar**
**RTP #2025-03**

Dear Ms. Hankins and Reviewers:

The Regional Transit Authority continues to advance its vision for a better future by improving the rider experience for people of all abilities. As a trusted partner for RTA for over three decades, Manning APC brings institutional knowledge and enthusiasm to the task of creating a fully wheelchair accessible St. Charles streetcar line by 2028. Our expertise aligns strategically with your goals for this project.

**Manning led the 2016 St. Charles Streetcar Accessibility Plan.** No one has more relevant experience and knowledge than this team.

**Manning developed RTA's 2015 Design Guidelines.** The guidelines were based on an accessibility study.

**Our project manager recently completed the Transfer Hub Programming.** Travis Martin has very recent project management experience for RTA that translates into useful working knowledge and relationships for this effort.

**ADAAG and PROWAG expertise**. Our in-depth application of these federal standards is critical to the mission.

**Community engagement expertise.** We understand how to support the engagement exercises and interaction with the public through large-scale community engagement efforts in New Orleans.

Manning is joined by our exceptional team included in the pre-qualification application—Julien Engineering, Infinity Engineering, Dana Brown & Assoc., and Palacio. We've added special expertise from Salas O'Brien, Stantec, and LandSource.

This highly qualified team is ready to begin upon your notification. Thank you for considering our proposal.

Sincerely,
**MANNING, APC**

Wm. Raymond Manning, FAIA
LEED AP BD+C
Founder/CEO

A Professional Corporation
650 Poydras St., Ste. 1250
New Orleans, LA, 70130-6106
Tel: 504-412-2000
Fax: 504-412-2001
www.manning.xyz

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# CONTRACTOR INFORMATION

## MANNING, APC

### Architecture/Interior Design/Planning

Clients with complex urban projects rely on Manning, APC to develop a vision for what's possible, align project goals with stakeholder expectations, and navigate demanding technical issues. Manning has partnered with RTA over thirty-four years on projects ranging from accessibility analyses and planning to architecture and interiors. Through this long-standing partnership, we are deeply familiar with RTA's procedures, operations, and its facilities encompassing bus, streetcar, and ferry services..

Manning designs solutions, making each client's goals our own. We are a multi-discipline firm of talented staff members, providing integrated architecture, interior design, and planning with a proven track record and earning national recognition. Within the framework of these disciplines, we offer tailored services that guide a project from the spark of an idea through occupancy. Through our tested process, including meticulous project management and innovative thinking, we develop responsive solutions for each project, realizing each vision.

Understanding the vital role of community-focused design in the life of the community, we collaborate with stakeholders to help shape our designs. We listen carefully to understand the complexities and nuances the design must reconcile. As one client put it:

**"Manning's design responded to the owner's and stakeholder's considerations and goals, including the infusion of cultural influences, site security, and environmental sustainability while working within budgetary constraints. The design is successful in achieving the World Bank's desire for a light, open design, even on the highly secure site."**

-Rita Emina, MNIA, ATO Architects for World Bank Group

**PEOPLE**

30

Employees

**IN BUSINESS**

40

Years

**ADDRESS**

650 Poydras Street, Ste. 1250
New Orleans, LA 70130

**POINT OF CONTACT**

Ryan Bertucci
Project Director
504-412-2000
rmb@manning.xyz

**DATE SUBMITTED**

May 5, 2025

**ARCHITECTURAL LICENSES**

23 states, Puerto Rico, DC, US Virgin Islands

**SUCCESSFUL RTA PROJECTS:**

- St. Charles Streetcar Accessibility Plan
- Accessibility Survey
- 2015 Design Guidelines
- Mobility Hub Programming
- Streetcar, Convention Center Segment
- Streetcar, Rampart Street Segment
- Downtown Transit Center Analysis
- Riverfront Streetcar Stops

**RECOGNITION**

*BD&C Giants 400 2023*
- Top 170 Architecture Firm

*Engineering News Record*
- Top 100 Green Design Firm
- TX and LA Top 250 Design Firm

*Architectural Record*
- Top 250 Design Firms

# PROJECT UNDERSTANDING

Manning understands the unique challenges and extraordinary potential of the RTA's All Stations Accessibility Program (ASAP) for the St. Charles Avenue Streetcar—an initiative that not only fulfills the critical ADA compliance commitment but also reaffirms the importance of equitable and inclusive mobility across New Orleans.

We recognize that this project includes a robust design scope involving:

- Accessibility improvements for the 40 transit stop pairs
- Adjustments to platform heights and stop geometry
- Installation of curb ramps and enhancements to pedestrian paths
- Strategic stop consolidation and possible relocations
- Public engagement and coordination with the concurrent Modernization Plan

This project represents an opportunity to address long-standing accessibility barriers on one of the nation's most historic and iconic streetcar lines. As a firm with deep experience in accessibility-focused infrastructure and the RTA system specifically, Manning brings the institutional knowledge and technical expertise to deliver thoughtful and practical designs that meet the community's needs and honor the corridor's historic character.

We are especially familiar with the complexities involved in this project, having led the earlier **Accessibility Study for the St. Charles Streetcar Line** for RTA and the **RTA Accessibility Survey** that was system-wide and resulted in Transit Facility Guidelines. That work required a careful balance of historic preservation knowledge, modern accessibility standards, and community context—exactly the combination of factors at play in this current scope.

| Accessibility Requirement | PROWAG Reference | ADAAG Reference |
|---|---|---|
| Boarding Area Requirements: | | |
| Required at transit stops | R308.1 | 209.22 |
| Minimum 5' parallel and 8' perpendicular to street | R308.1.1.1 | 810.2.2 |
| Maximum 2% grade perpendicular to street | R308.1.1.2 | 810.2.4 |
| Generally level, smooth, stable surface | R308.1.3.1 | 810.2.1 |
| Maximum 1/2" vertical discontinuity (beveled edge required for discontinuity 1/4" to 1/2") | R302.7.2 | 303 |
| Maximum horizontal opening shall not allow passage of 1.5" dia. sphere, openings perpendicular to travel | R302.7.3 | 302.3 |
| Connected to street/sidewalk with accessible route | R308.1.3.2 | 810.2.3 |
| Detectable warning strip minimum 24" x length of transit stop (rail stops only) | R208.1 / R305.1.4 | N/A |
| Shelter Requirements: | | |
| Clear space entirely within shelter, no obstruction of seating areas | R308.2 | 810.3 |
| Minimum 30" x 48" clear space | R404.3 | 305.3 |
| Maximum 2% cross slope at clear space | R404.2 | 305.2 |
| Minimum 5' wide maneuvering area at clear space if confined on 3 sides | R404.7.2 | N/A |
| Clear space must be connected to boarding area by accessible route | R308.2 | 810.3 |
| Minimum 4' wide accessible route | R302.3 | 403.5.1 |
| Signage Requirements: | | |
| Bus route identification signs must comply with contrast, case, style, thickness, spacing requirements of ADAAG 703.5.1-703.5.4, 703.5.7, 703.5.8 (and 703.5.5 where practical)<br>Exception: bus schedules / maps not required to comply | N/A | 810.4 |
| Access Route Component Requirements: | | |
| Minimum 4' wide sidewalk | R302.3 | 403.5.1 |
| Maximum 5% running slope, 2% cross slope | R302.5.1 / R302.6 | 403.3 |
| Maximum 4" protrusion into circulation path for objects 27"-80" above ground (cannot reduce minimum width of accessible route) | R210 / R402.2 | 307.2 / 307.5 |
| Curb ramps required at street crossings | R304 | 406 |
| Audible pedestrian signalization for visually impaired | R209 | N/A |

RTA Accessibility Study

Through this experience and many other RTA projects, accessibility projects, and transit projects, the Manning team is equipped to deliver the expertise needed to meet the project's specific challenges. As New Orleans locals, we bring technical fluency and an understanding of local conditions, priorities, and opportunities. Our familiarity with RTA operations, City permitting processes, and community expectations allows us to design efficiently, responsively, and with the future in mind.

We are well-versed in ADAAG and PROWAG standards, and our team has a strong track record of applying these standards in streetcar and rail environments. Our team also understands the intricacies of working in historic rights-of-way—where thoughtful design and stakeholder coordination are essential to success.

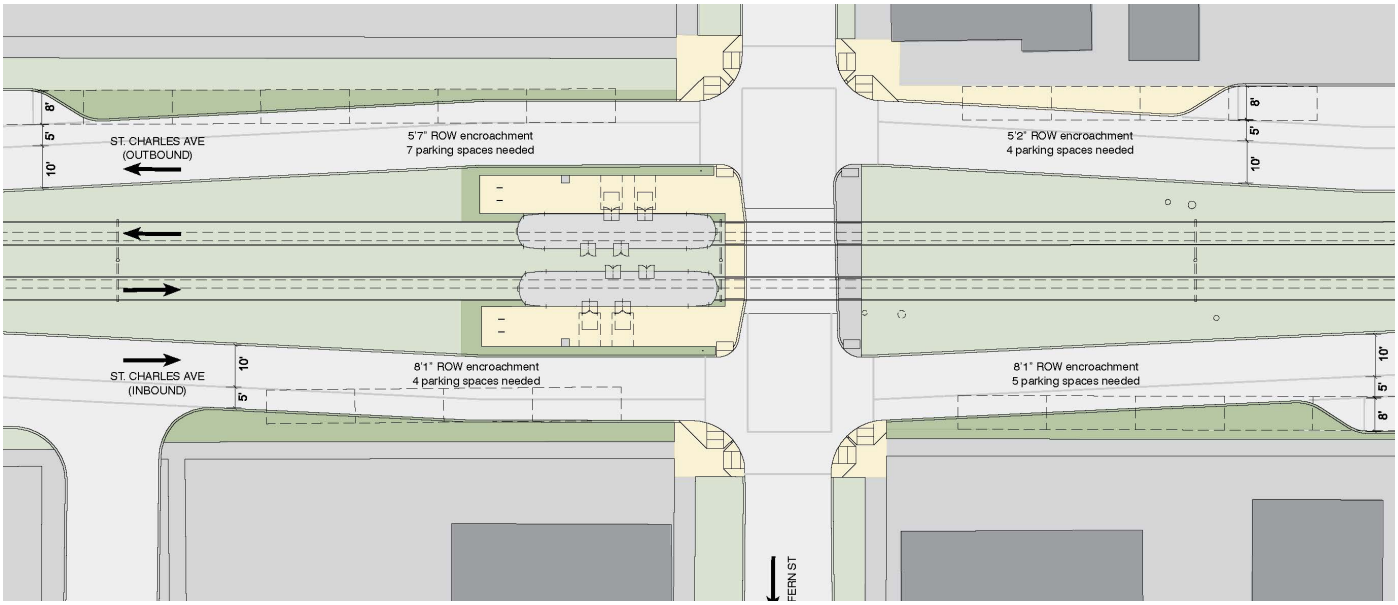
# ADDRESSING KEY PROJECT CHALLENGES

## 1. DESIGNING FOR ACCESSIBILITY WITHIN A HISTORIC CORRIDOR

The St. Charles Avenue Streetcar is a National Historic Landmark and one of the world's oldest continuously operating streetcar lines. Making meaningful accessibility improvements—such as platform height changes, widening paths of travel, or adjusting stop geometry—requires solutions that respect the treasured historic context while meeting modern accessibility standards.

Our team has extensive experience working within the historic corridor, including the previous **St. Charles Streetcar Accessibility Study, led by Manning**, which tackled many of the same design challenges. Additionally, our prior RTA Accessibility Survey and Design Guidelines considered these issues and proposed design solutions. We understand how to craft platform and ramp solutions that blend into historic landscapes, satisfy ADA criteria, and earn approval from preservation stakeholders. Our experience includes working with the HDLC and SHPO through historic preservation work that required review approval and funding.


Stop 265 Facing Upriver, RTA Streetcar Accessibility Plan




Alternate Stop 8445/295 - Fern St. Phase 3B, RTA Streetcar Accessibility Plan

Morial Convention Center projects, including the realignment of Convention Center Blvd. required coordination with USACE, DOTD, MRBA, Levee Board, Port of New Orleans, Public Belt Railroad, Streets Dept., City Planning Commission, RTA, DEQ, S&WB, and utility companies

## 2. PHYSICAL CONSTRAINTS OF EXISTING INFRASTRUCTURE

The corridor is lined with mature live oaks, narrow rights-of-way, historic buildings, and uneven sidewalks—all limiting design options. Introducing new curb ramps, platform features, and safe pedestrian pathways within these constraints will require precise surveying, creative engineering, and detailed coordination with City departments and preservation authorities.

Manning's approach combines precision site surveys, early utility coordination, and iterative design studies to identify solutions that minimize impact on natural and built heritage while maximizing user access and safety. Collaboration and regular coordination are required to meet the multi-faceted requirements of authorities having jurisdiction, utility companies, and stakeholders. Our experience with similar projects and other significant efforts in the City have prepared us for aligning solutions with regulatory, historic, community and funder requirements.

## 3. COORDINATING WITH A SIMULTANEOUS MODERNIZATION EFFORT

Because this accessibility project will parallel a broader streetcar system modernization study, the design team must ensure that short-term improvements align with long-term transit goals. Active collaboration with the Modernization Consultant is essential to avoid conflicts in platform standards, technology integration, and operational strategies.

Our project management plan includes structured coordination with the selected Modernization Consultant to ensure consistency in design features, technology readiness, and strategic placement of infrastructure upgrades. We anticipate potential shared workshops, plan reviews, and milestone alignments to streamline efforts.

## 4. STOP CONSOLIDATION AND RELOCATION

Identifying which stops to consolidate or shift (e.g., from near-side to far-side) involves careful data analysis, traffic modeling, and public input. The potential impacts on service efficiency, pedestrian safety, neighborhood character, and community access must be balanced through an inclusive, transparent planning process.

Manning approaches this work with a mix of data-driven transit planning, traffic analysis, field validation, and public engagement support. Our architects, planners, and engineers will work hand-in-hand with RTA to evaluate operational benefits, walkability impacts, and equity considerations, ensuring that consolidation and relocation decisions support efficiency and accessibility.

## 5. MANAGING PUBLIC OUTREACH AND STAKEHOLDER EXPECTATIONS

Accessibility upgrades—especially when paired with stop consolidation—will likely raise concerns among residents, businesses, and advocacy groups. The project demands thoughtful engagement, especially from groups representing people with disabilities, preservation advocates, and neighborhood associations, to build trust and support for design decisions.

Project manager Travis Martin leading community engagement at Gallier Hall

The Manning team will support RTA with data and documentation, providing clear visualizations of design concepts to ensure valuable community input is obtained. Our project leaders are experienced with community engagement in New Orleans, and specifically concerning planning for community infrastructure needs.

## 6. NAVIGATING A MULTI-PHASE IMPLEMENTATION TIMELINE

With design, bid, and construction phases spanning over two years, there's a need for consistent project leadership, document continuity, and robust construction administration to ensure that the final built product aligns with expectations throughout the process.

The Manning Team will work closely with RTA and stakeholders to determine an appropriate phasing plan and project schedule. The phasing plan will consider temporary stops and routes to keep the streetcar line operational during construction while delivering within project goals for schedule and budget. Of primary importance, we will address phasing options with the community through carefully crafted maps and informational diagrams and support RTA's community outreach efforts.

## 7. COMPLIANCE WITH LAYERED REGULATORY REQUIREMENTS

This project falls under federal funding via the FTA, which invokes multiple regulatory layers—including ADA, NEPA, Section 106 for historic properties, and FTA Circulars.

Manning's understanding of these processes will be critical in preparing documentation, navigating approvals, and avoiding costly delays. We'll coordinate closely with FTA, SHPO, HDLC, and local regulatory bodies to ensure timely documentation, proactive review cycles, and comprehensive regulatory alignment—avoiding delays and protecting funding streams.

We are excited by the opportunity to support the RTA in delivering a fully accessible St. Charles Streetcar line by 2028—an achievement that will stand as a national model for how legacy transit systems can evolve to meet 21st-century standards of equity, performance, and design excellence.

# EXPERIENCE


## ST. CHARLES STREETCAR ACCESSIBILITY PLAN

NEW ORLEANS, LA

Manning prepared the St. Charles Streetcar Accessibility Plan to address Americans with Disabilities Act Accessibility Guidelines (ADAAG) and Public Right Of Way Accessibility Guidelines (PROWAG) compliance strategies for the historic streetcar line. The plan developed a program for implementation that included the design of six templates representative of the conditions along the St. Charles line and estimates for completing the work at each stop. Alternate designs for specific conditions were also generated to accommodate conditions such as conflicts between wheelchair boarding and street parking in specific locations. Each stop along the line was identified with a corresponding template design.

Our work included a safety analysis that informed the template designs, a traffic analysis, a phasing plan, cost estimates, and parking requirements. Key characteristics that influenced the designs included nearside and farside locations, neutral ground width, signalization, crosswalk conditions, and existing stop configuration.

MANNING
Architecture | Interiors | Planning

**New Orleans Regional Transit Authority**

**2016**

**Reference:**
Dwight Norton
Chief Planning & Capital Projects Officer
dnorton@rtaforward.org
504-827-8336

## RTA ACCESSIBILITY STUDY & DESIGN GUIDELINES

Manning, in association with GCR, was tasked by the RTA to survey all transit stops for compliance with the Americans with Disabilities Accessibility Guidelines (ADAAG). Manning also provided an implementation timeline, with cost estimates, and the **Transit Facility Design Guidelines** document for the RTA to use as a tool for upgrading its stops. This document incorporates best practices found in **ADAAG** as well as the Public Rights-of-Way Accessibility Guidelines (**PROWAG**).

**Reference:** Dwight Norton, Chief Planning & Capital Projects Officer, dnorton@rtaforward.org, 504-827-8336

## DILLARD ADA ASSESSMENT

Manning assessed the facilities on Dillard University's 55-acre campus for Americans with Disabilities Accessibility Guidelines (**ADAAG**) compliance. The expansive project included developing a plan for the campus that includes **historic buildings**. Manning developed an implementation plan with project descriptions, a phasing plan, and estimated construction costs. The plan was implemented through Manning's design and construction administration program.

**Reference:** Brandi B. Breaud, Capital Projects Contract Specialist, Dillard University, bbreaud@dillard.edu, 504-816-4763

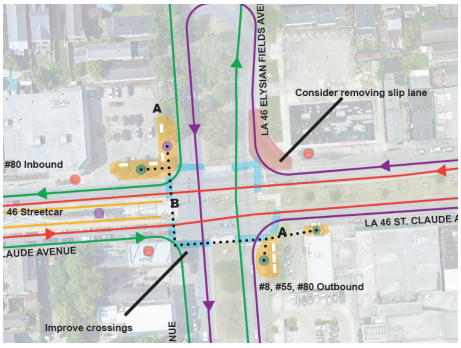
## DILLARD ADA IMPLEMENTATION

The objective of this project was to bring Dillard's entire campus into compliance with the **Americans with Disabilities Act**. The scope of work encompassed both interior and exterior improvements, and included an **accessible campus-wide circulation network**, installation of accessible ramps at **historic buildings**, and interior enhancements to ensure access to building amenities for all.

**Reference:** Brandi B. Breaud, Capital Projects Contract Specialist, Dillard University, bbreaud@dillard.edu, 504-816-4763

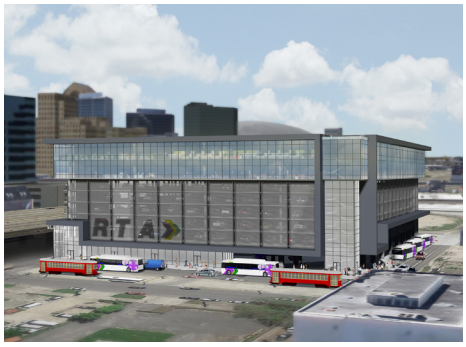
## RTA TRANSFER HUB PROGRAMMING

Manning worked alongside RTA to craft a vision for the future of mobility hub bus stops, streetcar stops and ferry terminal and service throughout the New Orleans area transit system. Our work establishes guidelines for amenities for bus stops and design best practices, including typologies. The programming for transit hubs are based on **site assessments, bus rider and operator surveys**, crash mapping, precedent analysis, ridership data, schedules, and layover capacities. We also considered user needs, amenities, renewable energy, and water management strategies integrated into the current infrastructure, meeting **FTA environmental requirements**.




**Reference:** Dwight Norton, Chief Planning & Capital Projects Officer, dnorton@rtaforward.org, 504-827-8336

## RTA DOWNTOWN TRANSIT CENTER FEASIBILITY STUDY




Manning served as a consultant to Parsons Brinckerhoff in a feasibility study for a possible transit center in Downtown New Orleans. The study included extensive examination of more than a dozen potential sites for the transit center. In this evaluation, factors such as land ownership, level of ridership, capacity for buses, proximity to **streetcar stops and local community expectations** are some of the many considerations. Being able to understand and evaluate external circumstances while surpassing the owner's expectations is a distinguishing factor of Manning.

**Reference:** Dwight Norton, Chief Planning & Capital Projects Officer, dnorton@rtaforward.org, 504-827-8336

## DART ORANGE LINE EXTENSION

Manning designed the six passenger stations for DART's Orange Line extension. Additionally, the firm coordinated public art and neighborhood components into the designs and administered a **community engagement plan**. The passenger stations are the most publicly visible part of the light rail system, and the projects entailed developing designs meant to engage riders while meeting the exacting standards of the client and the engineering system requirements of the line.

The extension addresses the needs of the growing residential and commercial populations of Irving, Texas and connects them to the extensive Dallas Area Rapid Transit network of light rail service. The extension serves 12,500 riders daily and contributes to a system-wide total increased daily ridership of 33,000 people. The extension of the Orange Line also provided a much needed connection from the downtown area to the Dallas/ Fort Worth International Airport, making DART the largest light-rail operator in the United States, with 90 miles of track.

**Reference:** Peter Smoluchowski, Project Manager, peter.smoluchowski@parsons.com, 212-266-8522

## RTA RIVERFRONT STREETCAR STATIONS


The Riverfront Streetcar Line created a vital transportation system along the Mississippi River. The design for the 12 stops that form the Riverfront Streetcar Line is the result of a **collaboration among artists, designers, engineers, developers, and government and regulatory agencies**. These freestanding structures are inspired by the nineteenth century shed wharves which once lined the Mississippi River. Symbolic sculptures designed by local artists Thomas Mann and Robert Tannen are incorporated the pediments of many of the stations.

**Reference:** Dwight Norton, Chief Planning & Capital Projects Officer, dnorton@rtaforward.org, 504-827-8336

## BATON ROUGE TO NEW ORLEANS RAIL STUDY

Manning partnered with HNTB to create a strategic business plan for the implementation of intercity passenger rail service between Baton Rouge and New Orleans. The plan addresses ensuring station locations are in close proximity to diverse residential and non-residential land uses, provide direct access to regional and local amenities, maximize connectivity within the existing street grid, connect to greenway systems, and provide opportunities for place-making and community building.

**Reference:** Robert Hosack, Project Manager, HNTB, rhosack@hntb.com, 225-368-2800

## MOVEBR

Stantec was selected as Program Manager of the MOVEBR Program overseeing a group of projects to enhance community access to roadway corridors through improvement pedestrian, bicycle, and transit facilities throughout East Baton Rouge Parish, Louisiana. One project included in Stantec's oversight is the Plank-Nicholson Bus Rapid Transit project. Stantec coordinated agency reviews of the BRT route design, station layouts, and transit signal priority upgrades.

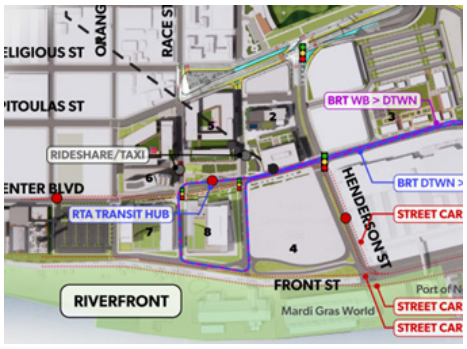
**Reference:** Tom Stephens, Chief Design and Construction Engineer, East Baton Rouge City Parish Department of Public Works, TStephens@brgov.com, 225-389-3186

## MCCNO TRAFFIC OPERATIONS PLAN

Stantec provided operational guidance for the use of the MCCNO Transportation Center, a multi-modal transportation facility that allows for bus and shuttle drop-off and pick-up activities to occur in a centralized location on Convention Center Boulevard. The plan covered daily operations, event operations, communications, and staffing requirements. Various levels of operations were outlined and exhibits developed to provide examples of how the Transportation Center could be utilized. The planning process included outreach to identified stakeholders such as City agencies, shuttle companies, and mapping companies.

**Reference:** Tim Hemphill, Chief Communications Officer, MCCNO, themphill@mccno.com, 504-582-3023

## RIVER DISTRICT




Stantec performed a traffic study for a new 45-acre mixed-use neighborhood development in downtown New Orleans. The development includes construction of new streets to tie into the existing street grid, including both local and state-maintained facilities. The traffic study focuses on the developer's intent to grow the site as a transit-oriented development. Key design features include enhanced sidewalks and transit facilities within the development, as well as dedicated space for BRT operations and potential future streetcar expansions.

**Reference:** Todd James, Director of Strategic Planning, Broadmoor, LLC, tjames@broadmoorllc.com, 504-250-8830

# PROJECT TEAM

## ORGANIZATIONAL CHART

RTA

MANNING
Architecture | Interiors | Planning

**Wm. Raymond Manning, FAIA**
Strategic Oversight

**Ryan Bertucci, AIA**
Project Director

**Travis Martin, AICP**
PM/Community Engagement

**Charles Luquet, NCARB**
QAQC/Construction Administration

**Danielle Dean, IIDA**
Sr. Designer

**Brendan Mott, MURP**
Planner

**Joshua Nichols, Assoc. AIA**
Survey and Design

**Kelly O'Connor**
Survey and Design

**Oscar Almengor, Assoc. AIA**
Survey and Design

JULIEN ENGINEERING & CONSULTING

Infinity Engineering Consultants
Civil ∞ Structural ∞ Mechanical ∞ Electrical

Salas O'Brien

### Civil/Structural Engineering

**Kerwin Julien Sr., PE**
Lead Civil/Structural Engineer

**James Green, PE**
Civil/Structural Engineer

**Arthur Malbroue, PE**
Civil Engineer / Infrastructure Utilities

### MEP Engineering

**John C. Lawrence, P.E.**
Electrical Engineering Lead

**Matthew E. Torres, P.E.**
Electrical Project Engineer

**Laura E. Kelly, P.E.**
Mechanical Project Senior Engineer

**Stephen Gholston, P.E.**
Mechanical Project Engineer

### Low-Voltage and Lighting

**Craig Hebert, P.E.**
Lead Electrical Engineer

**Landon Kinler, EIT**
Electrical Engineer PM

**Adam Levine, P.E.**
Sr. Electrical Engineer

**Diego Solorio, RCDD, CTS**
Technology Lead

DANA BROWN & Associates

Stantec

LANDSOURCE INCORPORATED
A Professional Land Surveying Company

### Landscape Architecture

**Dana Nunez Brown**
Principal Landscape Architect

**Ry'an Clark**
Landscape Architect

### Traffic Study

**Joey Lefant, P.E.**
Traffic Engineer

**Joseph Barker, P.E.**
Traffic Engineer

**Joe Cains, P.E.**
Roadway Engineer

### Land Survey

**David L. Patterson, PLS**
Lead Land Surveyor

**Michael C. Pitre, CST**
Survey Corrdinator

**Scott L. Patterson, PLS**
Project Manager

PALACIO

### Cost Estimating

**Justin Landry**
Lead Cost Manager

Once awarded, we will assign the indicated staff and ensure that they are dedicated to this project and available as needed. An important element of our work plan is the continuity of staff through each phase, ensuring that goals, information, strategies, and decisions are consistent throughout the project's duration. We will assign Manning team members with special expertise in addition to those included in the pre-qualification application to best address the specific scope anticipated for this project. These additional team members will perform the work indicated herein and will not be substituted with other personnel or reassigned to other projects without RTA's prior approval. Added team members include project manager, Travis Martin, who recently led RTA's Transfer Hub Programming; Brendan Mott, who supported the Transfer Hub Programming effort; Danielle Dean, who will provide renderings and design support, and our survey and documentation team - Kelly O'Connor, Oscar Almengor, and Josh Nichols.

Julien Engineering & Consulting, Inc. has added Arthur Malbroue to their key personnel team. Infinity Engineering Consultants has added John C. Lawrence, Matthew E. Torres, and Stephen Gholston to their key personnel team. Dana Brown & Associates, Inc. has added Ry'an Clark to their key personnel team. We have also added Salas O'Brien for low-voltage and lighting, Stantec for Traffic Study, and LandSource for surveying. These well regarded firms add special capabilities. Resumes for their staff follow. These additional team members will perform the work indicated herein and will not be substituted with other personnel or reassigned to other projects without RTA's prior approval. These team members will perform the work indicated and will not be substituted with other personnel or reassigned to other projects without RTA's prior approval.

## Why Choose Us

1. **Led the 2016 St. Charles Streetcar Accessibility Plan**
2. **Developed the 2015 Design Guidelines**
3. **A project manager you know and trust for successful delivery**
4. **Over 3 decades of working with RTA**
5. **A complete team with experience together**
6. **ADAAG and PROWAG expertise**
7. **Community engagement expertise**

| Key Individuals | Role/Title | Description of Responsibilities |
|---|---|---|
| **Manning, APC** | | |
| **Wm. Raymond Manning, FAIA** | Strategic Oversight | Ray Manning will review the project's progress and ensure resources are available. He is also available for client communications at any time. |
| **Ryan Bertucci, AIA** | Project Director | Ryan Bertucci is experienced with transit design and Transit Oriented Development projects. He will lead the team with emphasis on architectural design and owner relations. |
| **Travis Martin, AICP** | PM/Community Engagement | Travis Martin will leverage recent project management experience working with RTA , an extensive municipal/regulatory agency experience in New Orleans, and expertise with large-scale community engagement to lead team efforts, including management of subconsultants. |
| **Charles Luquet, NCARB** | QAQC/Construction Administrator | Charles Luquet is Manning's Director of Construction. He will lead QA/QC and Construction Administration services. |
| **Danielle Dean, IIDA** | Sr. Designer | Danielle Dean will support design efforts and is responsible for renderings. |
| **Brendan Mott, MURP** | Planner | Brendan Mott will support all phases of the project and lends planning knowledge and GIS expertise. |
| **Joshua Nichols, Assoc. AIA** | Survey and Design | Josh Nichols brings expertise in existing conditions surveys and document and will additionally support the development of the project documents. |
| **Kelly O'Connor** | Survey and Design | Kelly O'Connor brings expertise in existing conditions surveys and document and will additionally support the development of the project documents. |
| **Oscar Almengor, Assoc. AIA** | Survey and Design | Oscar Almengor brings expertise in existing conditions surveys and document and will additionally support the development of the project documents. |
| **Julien Engineering & Consulting, Inc.** | | |
| **Kerwin Julien, Sr., P.E.** | Lead Civil/Structural Engineer | As the principal-in-charge, Mr. Julien will oversee all civil and structural design and construction administration throughout the project. |
| **James Green, P.E.** | Civil/Structural Engineer | For this project, as the lead project manager, Mr. Green will be closely involved in the design and analysis of any necessary structural engineering services required. |
| **Arthur Malbroue, P.E.** | Civil Engineer/Infrastructure Utilities | For this project, as project engineer, Mr. Malbroue will be involved in the design and analysis of any necessary civil and stormwater engineering services required. |
| **Infinity Engineering Consultants, LLC.** | | |
| **John C. Lawrence, P.E.** | Electrical Engineering Lead | Mr. Lawrence is an experienced engineer and project manager with over 35 years of experience in the development of plans and specifications for commercial, industrial, and municipal electrical engineering assignments. His experience on this project will be to develop the electrical scope for the programming phase and lead the MEP team. |
| **Matthew E. Torres, P.E.** | Electrical Project Engineer | Mr. Torres is a licensed electrical engineer with experience in developing detailed designs for commercial and municipal electrical projects. His role on this project will be to develop the electrical scope for the programming phase of the project. |
| **Laura E. Kelly, P.E.** | Mechanical Project Senior Engineer | Ms. Kelly is a licensed mechanical engineer with over 15 years of experience in developing detailed designs for mechanical engineering projects. Her role on this project will be to develop the plumbing scope of for the programming phase of the project. |
| **Stephen Gholston, P.E.** | Mechanical Project Engineer | Mr. Gholston is a licensed mechanical engineer with over 25 years of experience in developing plans and specifications for commercial HVAC and Plumbing projects. His role on this project will be to develop the HVAC and Plumbing scope of for the programming phase of the project. |
| **Salas O'Brien** | | |
| **Craig Hebert, PE** | Lead Electrical Engineer | Craig will serve as the Project Manager/ Principal in Charge. He will oversee the entire project(s) and coordinate contract requirements, design schedule and manpower. Craig will provide final review of the design documentation and deliverables to the Owner. |
| **Landon Kinler, EIT** | Electrical Engineering Project Manager | Landon will serve as the Project Manager. He will manage all aspects of the project(s), working very closely with the design team and Owner. Landon will be hands-on for all RTA projects. |
| **Adam Levine, PE** | Sr. Electrical Engineer | Adam will serve as the Electrical Project Engineer II. He will oversee all electrical systems design and production. |
| **Diego Solorio, RCDD, CTS** | Technology Lead | Diego will serve as the Director of Technology Design. Diego will oversee all Technology systems design and production. |
| **Dana Brown & Associates, Inc.** | | |
| **Dana Nunez Brown** | Principal Landscape Architect | Dana Nunez Brown would serve as DBA Principal-in-Charge and would collaborate with Manning on overall analysis and developing strategies to improve accessibility. |
| **Ry'an Clark** | Landscape Architect | Ry'yan Clark would serve as the DBA Project Manager and would collaborate with Manning on detailed analysis and would prepare landscape design. |
| **Stantec** | | |
| **Joey Lefante, PE, PTOE** | Traffic Engineer | Joey Lefante will be the primary point of contact for Stantec. He will guide the traffic engineering services with his understanding of the latest ADA and MUTCD standards. |
| **Joseph Barker,PE, PTOE** | Traffic Engineer | Joseph Barker will be the traffic analysis lead. He is well-versed in traffic analysis methods and applicable softwares. His complete streets experience informs the selection of context-appropriate solutions. |
| **Joe Cains, PE** | Roadway Engineer | Joe Cains is an experienced roadway design engineer with a wealth of experience in projects employing ADA sidewalk design and curbside management. His insight will provide RTA with greater flexibility for station design decisions such as sightlines, right of way, and crosswalks, and ADA ramps. |
| **LandSource** | | |
| **David L. Patterson, PLS** | Lead Land Surveyor | As Lead Land Surveyor, David will oversee surveying operations to determine land boundaries or right-of-way lines and ensure compliance with regulations and standards. |
| **Michael C. Pitre, CST** | Survey Coordinator | As Survey Coordinator, Mike will be responsible for planning, organizing, and managing day-to-day survey activities to ensure accurate and timely data collection. Key duties include coordinating field crews, scheduling survey work, ensuring compliance with project specifications, and reviewing data for quality control. |
| **Scott L. Patterson, PLS** | Project Manager | As Project Manager, Scott will oversee the planning, execution, and completion of all survey-related activities for the project. This also includes coordinating with the client, resolving any issues that arise during the project, and reviewing all deliverables. |
| **Palacio Collaborative** | | |
| **Justin Landry** | Lead Cost Manager | Justin Landry will work with the Project Team (Owner, Design Team and Consultants) in ongoing budget planning and cost control efforts throughout the design process to provide cost estimates in conformance with State and Local requirements. Palacio Collaborative has weekly reconciliation meetings with various contractors across a multitude of projects affording continuous assessments of overall market trends, local conditions, labor and material availability, so factors which may adversely affect a specific design can be readily isolated and corrective action taken. |

# TRAVIS L. MARTIN, AICP

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:**
13

**YEARS WITH FIRM:**
4

## PROJECT MANAGER, COMMUNITY ENGAGEMENT

Travis has in-depth planning experience in the non-profit and public sectors and has worked as a city planner in Houston and New Orleans. His expertise covers a full range with a special interest in land use, comprehensive planning, transportation, pedestrian and bicycle planning, urban design, and stormwater management. He is adept at funding sourcing, project management, compliance, and community engagement. Travis recently completed the Transfer Hub Programming for RTA that included the development of design typologies influenced by driver and rider interviews. He has experience with large-scale community engagement, including public outreach for the city-wide Monroe Community Centers project and the New Orleans Downtown Development District Parks and Open Space Plan. As a former New Orleans City Planner, he has a unique understanding of the city's regulatory environment and processes.

## EDUCATION

Master of Urban & Regional Planning, University of New Orleans, 2012

Bachelor of Arts, History & Spanish, California State University Long Beach, 2008

## AFFILIATIONS

American Planning Association (APA)

## PROJECT EXPERIENCE

**Regional Transit Authority**
Facility Assessment
Transfer Hub Programming

**Downtown Development District of New Orleans**
Parks and Open Space Cultural Activation Plan

**New Orleans Aviation Board**
MSY On-Call Architecture

**City of Baton Rouge and Parish of East Baton Rouge**
MovEBR Project Management

**Louisiana Department of Transportation Development**
Weigh Station Assessment and Rehabilitation

**City of Monroe**
City-Wide Community Center Visioning Plan

**Capital Area Transit System**
CATS BRT Transfer Facility

**Dillard University**
Vision Plan 2050

# DANIELLE DEAN, IIDA
## WELL AP

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:** 8

**YEARS WITH FIRM:** 2

## SR. DESIGNER

Danielle Dean is a WELL Accredited Professional, signifying her deep interest in human health and wellness in the built environment. Her knowledge of WELL Building Standards supports Manning's commitment to wellness through all our projects. Her interest in environmental sustainability further supports Manning's sustainability goals, aligning with the AIA's challenge to design for net zero emissions in the built environment by 2030. With a minor in Architectural History, she is a student of the impacts of design within historic context. She is an accomplished design visualization artist and will develop project renderings.

### EDUCATION

Bachelor of Fine Arts, Interior Design, Savannah College of Art and Design, 2017

### LICENSES & CERTIFICATIONS

Interior Design - GA ID001028

### AFFILIATIONS

International Interior Design Association (IIDA)

### PROJECT EXPERIENCE

**Dallas/Fort Worth International Airport**
Terminal D Sprinkler
Terminal E In-Fill
Terminal E Swap
Terminal D Small Projects
Terminal Exit Lane Program, Phase 2
Terminal B Back of House Restrooms
Terminal B Back of House Restroom Planning Services

**Downtown Development District of New Orleans**
Parks and Open Space Cultural Activation Plan

**New Orleans Aviation Board**
MSY On-Call Architecture

**Onsite Retailers**
Estée Lauder Retail Store

**Children's Health UT Southwestern Medical Center**
*HKS*
Children's Health Pediatric Campus

**Louisiana Community & Technical College System**
Delgado Culinary and Workforce Development

**Southern University and A&M College Southern University System**
SUBR STEM Complex

# BRENDAN D. MOTT, MURP

Brendan Mott is a dedicated urban planner at Manning, committed to sustainable design and inclusivity. His keen attention to detail and expertise in project coordination keep our planning projects running smoothly from concept through completion. With a focus on aligning client and community objectives, Brendan works collaboratively to create urban environments that enhance the well-being of their inhabitants. He brings proficiency in GIS mapping, community engagement, research, and comprehensive project delivery.

Brendan's passion for integrating technical precision with innovative design strengthens Manning's multidisciplinary approach.

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:**
2

**YEARS WITH FIRM:**
2

## PLANNER

## EDUCATION

Master of Urban & Regional Planning, University of New Orleans, 2024

Bachelor of Science, Planning & Urban Studies, University of New Orleans, 2022

## AFFILIATIONS

American Planning Association (APA)

## PROJECT EXPERIENCE

**Downtown Development District of New Orleans**
Parks and Open Space Cultural Activation Plan

**Louisiana Department of Transportation Development**
Weigh Station Assessment and Rehabilitation

**City of Baton Rouge and Parish of East Baton Rouge**
MovEBR Project Management

**New Orleans Aviation Board**
MSY On-Call Architecture

**Regional Transit Authority**
Transfer Hub Programming

**Dillard University**
Master Plan

**Dallas Independent School District**
Vacant Surplus Property Strategy

**Housing Authority of Jefferson Parish**
Acre Road Demolition

**Orleans Parish School Board**
Program Management

# JOSHUA NICHOLS, ASSOC. AIA

Inspired by the design possibilities afforded by digital applications, Joshua Nichols leans in to current and emerging technologies. His experience with 3D scanning and digital modeling has been valuable in a range of contexts, including facility assessments, enhancing accuracy in construction documents, and heightening the client's ability to experience designs. With advanced proficiency with computer programs that bring designs to life, he adds value to each project through his expertise and ongoing curiosity. Joshua's dedication to thoroughness and clear documentation in the field has greatly assisted our clients in the construction phase.

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:** 5

**YEARS WITH FIRM:** 4

## SURVEY AND DESIGN

## EDUCATION

Bachelor of Architecture, Louisiana State University, 2020

## AFFILIATIONS

American Institute of Architects (AIA)

## PROJECT EXPERIENCE

**Regional Transit Authority**
Transfer Hub Programming

**Louisiana Department of Transportation Development**
Weigh Station Assessment and Rehabilitation

**Northlake Behavioral System**
Facility Assessments

**City of Monroe**
City-Wide Community Center Visioning Plan

**New Orleans Aviation Board**
MSY On-Call Architecture

**Urban League of Louisiana**
Facility Assessment

**Louisiana Community & Technical College System**
BRCC Nursing and Allied Health

**Dillard University**
Master Plan

**Jefferson Parish School Board**
Collins Elementary School
Higgins High School

**Dallas Independent School District**
Martha Turner Reilly Elementary School

# KELLY B. O'CONNOR

A broad range of experiences deepens Kelly O'Connor's architectural abilities. In addition to his Master of Architecture degree, Kelly has degrees in industrial design and architecture construction technology. He has worked as an architectural designer, retail general manager, graphic designer, and carpenter, influencing his view of architecture and offering a holistic perspective. Collaborative and organized, Kelly can be relied on to keep tasks on track, and his dedication means that he delivers one hundred percent every time. His special skills include hand and digital renderings, helping to visualize what's possible for projects. Architecture's balance of creativity and technology inspires Kelly.

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:** 14

**YEARS WITH FIRM:** 3

## SURVEY AND DESIGN

## EDUCATION

Master of Architecture, Louisiana State University, 2021

Associate of Applied Studies, Delgado Community College, 2016

Bachelor of Science, Industrial Design, Art Institute of Fort Lauderdale Florida, 2011

## PROJECT EXPERIENCE

**Dallas/Fort Worth International Airport**
Terminal D Sprinkler
Terminal E In-Fill
Terminal E Swap

**Dillard University**
Vision Plan 2050

**Louisiana Department of Transportation Development**
Weigh Station Assessment and Rehabilitation

**New Orleans Aviation Board**
MSY On-Call Architecture

**City of Baker School Board**
Baker High School

**Housing Authority of Jefferson Parish**
Acre Road Demolition

**Southern University and A&M College Southern University System**
SUBR STEM Complex

**Children's Health UT Southwestern Medical Center**
*HKS*
Children's Health Pediatric Campus

**Xavier University of Louisiana**
Residence Hall

# OSCAR ALMENGOR, ASSOC. AIA

Through his studies at Louisiana State University, Oscar gained a passion for tackling city and community issues from an urban planning and design perspective. Complementing his growing interest in urban planning and architecture, work experience at the urban planning firm CPEX exposed him to the importance of community outreach and engagement and led to a belief that design at any scale — architecture, interiors, or planning — should be in service to those who inhabit the space. He is committed to design that creates a symbiotic relationship between architecture, urban fabric, and people. Manning's drive to help communities prosper through collaboration and design drew him to the firm.

MANNING
Architecture | Interiors | Planning

**YEARS IN INDUSTRY:** 7

**YEARS WITH FIRM:** 3

## SURVEY AND DESIGN

## EDUCATION

Bachelor of Architecture, Louisiana State University, 2020

## AFFILIATIONS

American Institute of Architects (AIA)

## PROJECT EXPERIENCE

**Dallas/Fort Worth International Airport**
Terminal D Sprinkler
Terminal E In-Fill

**Dillard University**
Vision Plan 2050

**New Orleans Aviation Board**
MSY On-Call Architecture
North Campus Programming

**Bernhard**
LSU Mechanical Building

**Louisiana Community & Technical College System**
BRCC Nursing and Allied Health
Delgado Nursing and Allied Health
Delgado Culinary and Workforce Development

**World Bank Nigeria**
ATO Abuja World Bank Administration Campus

**Housing Authority of Jefferson Parish**
Acre Road Demolition

**Jefferson Parish**
COVID Memorial Trail

**Orleans Parish School Board**
Program Management

# ARTHUR MALBROUE, III, P.E.

## CIVIL ENGINEER

### EDUCATION:

Bachelor of Science in Civil Engineering, University of New Orleans, 2012

### LICENSES & CERTIFICATIONS:

Civil Engineer - Louisiana No. 32369

### AFFILIATIONS:

American Society of Civil Engineers

National Society of Civil Engineers

### PROJECT EXPERIENCE:

**City of New Orleans / City Park**
*Eskew + Dumez + Ripple*
New Orleans Museum of Art Renovations, 2018

**LCTCS Facilities Corporation**
*Manning Architects + Michell Architects (JV)*
Delgado Nursing and Allied Health, 2023

**State of Louisiana**
*Trahan Architects*
Caesar's Superdome Capital Improvement, 2024

# JOHN LAWRENCE, P.E.

## ELECTRICAL ENGINEERING LEAD

**YEARS IN INDUSTRY:** 35

**YEARS WITH FIRM:** 2

### EDUCATION:

Bachelor of Science, Electrical Engineering, University of New Orleans, 1990

### LICENSES & CERTIFICATIONS:

Professional Engineer

Louisiana No. 27941

Mississippi No. 13880

Florida No. 82762

Georgia No. 031022

### AFFILIATIONS:

Louisiana Engineering Society

### PROJECT EXPERIENCE:

**City of Baton Rouge**
Jones Creek Road Greenfield Street Lighting, Current

**Jefferson Parish Government**
Metairie Road Street Lighting Improvements, Current

**City of Harahan**
Colony Place Street Lighting, Current

**Sewerage & Water Board**
West Power Complex High Voltage Electrical Distribution, 2025

# MATTHEW TORRES, P.E.

## ELECTRICAL PROJECT ENGINEER

**YEARS IN INDUSTRY:** 7

**YEARS WITH FIRM:** 2

### EDUCATION:

Bachelor of Science, Electrical Engineering, Louisiana State University, 2017

### LICENSES & CERTIFICATIONS:

Louisiana No. 47208

Texas No. 145896

### AFFILIATIONS:

Louisiana Engineering Society

### PROJECT EXPERIENCE:

**City of Baton Rouge**
Lincoln Beach Redevelopment
Electrical Power Systems, Current

**Jefferson Parish Government**
Bainbridge Canal Closure & Roadway Lighting Improvements, 2025

**Lafourche Basin Levee District**
Upper Barataria Risk Reduction Barge Electrical Systems, Current

**St. Charles Parish Public Schools**
JB Martin Middle School Elevator Addition, 2024

# STEPHEN GHOLSTON, P.E.

## MECHANICAL PROJECT ENGINEER

**YEARS IN INDUSTRY:** 25

**YEARS WITH FIRM:** 3

### EDUCATION:

Bachelor of Science, Mechanical Engineering, Louisiana State University, 2000

### LICENSES & CERTIFICATIONS:

Louisiana No. 41257

### PROJECT EXPERIENCE:

**Orleans Parish School Board**
Scaumburg Elementary School Chillers Replacement, Current

**St. Augustine High School**
Historic Building HVAC and Plumbing Improvements, 2024

**St. Charles Parish Public Schools**
JB Martin Middle School Elevator Addition, 2024

**Orleans Parish School Board**
Ellis Marsalis Middle School Boilers Replacement, Current

Salas O'Brien

**PEOPLE**
46
Employees

**IN BUSINESS**
50
Years

# SALAS O'BRIEN, LLC

## *Low-Voltage and Lighting*

Salas O'Brien is a facility planning, design, construction management, and commissioning firm with 90+ offices and 3,800+ employees across North America. We use our experience at the intersection of energy, infrastructure, and sustainability to help high-profile clients meet their critical needs.

Relationships are everything to us—and it really shows in our hyper focus on delivering exceptional results.

Salas O'Brien's multi-disciplinary teams include mechanical and electrical engineers, technology and control systems designers, fire protection engineers, certified commissioning agents, construction administrators, and task-oriented professionals.

**SERVICES**

- MEP/FP, Technology
- Acoustics
- Commissioning
- Structural, Civil
- Interiors
- Energy & resiliency
- Sustainability
- Geothermal & Renewables
- Resource efficiency management
- Digital & automation
- Building envelope
- Building science
- Litigation support
- Asset management

# CRAIG HEBERT, PE

Salas O'Brien

## LEAD ELECTRICAL ENGINEER

**YEARS IN INDUSTRY:** 44

**YEARS WITH FIRM:** 44

### EDUCATION:

BS, Electrical Engineering, University of Southwestern Louisiana, 1980

### LICENSES & CERTIFICATIONS:

PE: Louisiana No. 0021259

### PROJECT EXPERIENCE:

**Scott Fire Station Renovation**
Scott, LA

**Acadiana Center for Youth Generator Install**
Bunkie, LA

**City of Broussard Main Street Path Lighting - Ph 3**
Broussard, LA

**Cottage Court Development Site Electrical Design**
Lafayette, LA

**Iberia Parish Courthouse Exterior Lighting**
New Iberia, LA

**Lafayette Parish Law Enforcement Center**
Lafayette, LA

# LANDON KINLER, EIT

Salas O'Brien

## ELECTRICAL ENGINEERING PROJECT MANAGER

**YEARS IN INDUSTRY:** 6

**YEARS WITH FIRM:** 5

### EDUCATION:

BS, Electrical Engineering, University of Louisiana at Lafayette, 2019

### LICENSES & CERTIFICATIONS:

EIT: Louisiana No. EI.0034917

### PROJECT EXPERIENCE:

**Anna T Jordan Park Renovation**
Baton Rouge, LA

**Beauregard Parish Sheriff's Office**
DeRidder, LA

**Beauregard Parish Hurricane Relief**
DeRidder, LA

**Jefferson Parish COVID Memorial**
Marrero, LA

**Jefferson Parish Farmers Market**
Gretna, LA

**Jefferson Parish Gretna Park Upgrades**
Gretna, LA

# ADAM LEVINE, PE

Salas O'Brien

## SR. ELECTRICAL ENGINEER

**YEARS IN INDUSTRY:** 21

**YEARS WITH FIRM:** 6

### EDUCATION:

BS, Electrical Engineering, University of Central Florida, 2003

### LICENSES & CERTIFICATIONS:

PE: Alabama No. 50265, Arizona No. 74643, Florida No. 77010, Georgia No. 047857, North Carolina No. 053103, South Carolina No. 39582, Tennessee No. 125570, Texas No. 144582, Virginia No. 0402064754

### PROJECT EXPERIENCE:

**St. Lucie County Morningside Library Rooftop Unit Replacement**
Fort Pierce, FL

**St. Lucie County Courthouse Power Studies Library**
Fort Pierce, FL

**St. Lucie County Animal Shelter Expansion**
Fort Pierce, FL

**Port St. Lucie Prineville Maintenance Facility & Generator Storage Building**
Fort Pierce, FL

**City of Casselberry Public Works Building**
**Casselberry**, FL

# DIEGO SOLORIO RCDD, CTS

## TECHNOLOGY LEAD

**YEARS IN INDUSTRY:** 31 **YEARS WITH FIRM:** 5

### LICENSES & CERTIFICATIONS:

BICSI Registered Communications Distribution Designer, AVIXA Certified Technology Specialist, NICET Certified Engineering Technologist Fire Alarm Level II, ASIS Physical Security Professional

### PROJECT EXPERIENCE:

**City of Pasadena Police Academy /Fire Services Buildings**
Pasadena, TX

**Harris County Precinct One Office Building (POASC)**
Houston, TX

**League City Fire Station #6**
League City, TX

**Co Riverside Lemon St. Building Security Camera System**
Riverside, CA

**Brazoria County Admin/Annex/Justice Center Expansion and Renovations**
Angleton, TX

# RY'YAN CLARK, ASLA, PLA

## LANDSCAPE ARCHITECT

**YEARS IN INDUSTRY:** 8 **YEARS WITH FIRM:** 3

### EDUCATION:

Bachelor of Landscape Architecture, Louisiana State University, 2017

Minor in Horticulture, Louisiana State University, 2017

MS in Plant Biology and Conservation, Northwestern University and The Chicago Botanic Garden, 2022

### LICENSES & CERTIFICATIONS:

Louisiana Licensed Landscape Architect, C-342

### AFFILIATIONS:

ASLA - National and State Member

Water Collaborative of Greater New Orleans - Board Member

### PROJECT EXPERIENCE:

**Friends of Lafitte Greenway**
Lafitte Greenway Broad to Bayou Master Plan, 2024

**State of Louisiana Facility Planning and Control**
New Orleans Jazz Museum, Ongoing

**Regional Transit Authority**
*Manning Architects*
RTA Mobility Hub Project, 2024

**New Orleans Regional Planning Commission**
*N-Y Associates*
St. Tammany Parish Comprehensive Pedestrian & Bicycle Master Plan, Ongoing

**PEOPLE**
32,000
Employees

**IN BUSINESS**
71
Years

# STANTEC

## *Traffic Analysis*

The Stantec community unites approximately 32,000 employees working in over 450 locations across 6 continents. We are a global leader in sustainable engineering, architecture, and environmental consulting. Our professionals deliver the expertise, technology, and innovation communities need to manage aging infrastructure, demographic and population changes, the energy transition, and more. Today's communities transcend geographic borders. At Stantec, community means everyone with an interest in the work that we do—from our project teams and industry colleagues to our clients and the people our work impacts. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure.

**RECOGNITION**

*ENR 2024 Texas & Louisiana Best Projects*

- Award of Merit: I-10/Loyola Drive Interchange to the New Orleans Airport

**SERVICES**

- Traffic Analysis
- Complete Streets Design
- ROW Design and Engineering

# JOEY LEFANTE

# TRAFFIC ENGINEER

**YEARS IN INDUSTRY:** 16

**YEARS WITH FIRM:** 16

## EDUCATION:

BS, Civil Engineering, Louisiana State University, 2008

## LICENSES & CERTIFICATIONS:

Louisiana PE #37244

Certified PTOE #3560

## AFFILIATIONS:

Institute of Transportation Engineers (ITE)

ACE Mentor Program

## PROJECT EXPERIENCE:

**City of Baton Rouge**
MOVEBR Program Management, 2019-Ongoing

**Morial Convention Center**
MCCNO Traffic Operations Plan, 2018-2019

**River District Neighborhood Investors**
River District, 2021-Ongoing

## JOSEPH BARKER

Stantec

## TRAFFIC ENGINEER

**YEARS IN INDUSTRY:** 13

**YEARS WITH FIRM:** 7

### EDUCATION:

BS, Civil Engineering, Louisiana State University, 2011

### LICENSES & CERTIFICATIONS:

Louisiana PE #40664

Certified PTOE #4364

### AFFILIATIONS:

Institute of Transportation Engineers (ITE)

### PROJECT EXPERIENCE:

**LADOTD**
I-10 at Loyola Design-Build Interchange, 2019-Ongoing

**Morial Convention Center**
MCCNO Traffic Operations Plan, 2018-2019

**River District Neighborhood Investors**
River District, 2021-Ongoing

## JOE CAINS

Stantec

## ROADWAY ENGINEER

**YEARS IN INDUSTRY:** 21

**YEARS WITH FIRM:** 21

### EDUCATION:

BS, Civil Engineering, Southern University, 2003

### LICENSES & CERTIFICATIONS:

Louisiana PE #33670

### AFFILIATIONS:

American Society of Civil Engineers (ASCE)

### PROJECT EXPERIENCE:

**City of Baton Rouge**
MOVEBR Program Management, 2019-Ongoing

**LADOTD**
I-10 at Loyola Design-Build Interchange, 2019-Ongoing

**LADOTD**
I-49 Lafayette Connector, 2015-Ongoing

LANDSOURCE INCORPORATED
A Professional Land Surveying Company

| PEOPLE | IN BUSINESS |
|---|---|
| 20 | 29 |
| Employees | Years |

# LANDSOURCE, INC.

## *Land Surveying*

LandSource, Inc. was established in January 1996 and has been providing surveying and wetland services since 1985 through its past affiliates. LandSource provides comprehensive surveying services, specializing in subdividing, property boundary surveys, topographic surveys, accident site surveys, ALTA's and as-built surveys. We also prepare revocations, dedications, rezoning applications, no-work affidavits, elevation certificates, legal descriptions for land acquisitions, and have expertise in wetland permitting. We perform all of these services for commercial, industrial and municipal clients and have also worked for a number of State of Louisiana agencies. But most importantly, LandSource is committed to providing services that are sure to be delivered on time and within budget.

**SERVICES**

- Boundary Surveys
- Topographic Surveys
- Landfill Surveys
- Drainage Studies
- ALTA/NSPS Surveys
- Accident Site Surveys
- As-Built Surveys
- Construction Staking
- Wetland Permitting
- G.P.S. Services
- Rezonings/Revocations

# DAVID L. PATTERSON, PLS

LANDSOURCE INCORPORATED
A Professional Land Surveying Company

## LEAD LAND SURVEYOR

**YEARS IN INDUSTRY:** 41

**YEARS WITH FIRM:** 29

### EDUCATION:

B.S., Construction Technology, Louisiana State University, 1984

Additional Studies: Global Positioning Surveying, 1991

### LICENSES & CERTIFICATIONS:

Louisiana PLS No. 4784

### AFFILIATIONS:

Louisiana Professional Engineering & Land Surveying Board

### PROJECT EXPERIENCE:

**City of Baton Rouge/Parish of East Baton Rouge**
Jones Creek Right of Way

**Lakefront Managment Authority**
Lakefront Airport Drainage Study

**LCMC Health**
University Medical Center

**Kansas City Southern Railway Co.**
KCS-Louisiana Projects

**Baton Rouge Capital Area Transit System**
Cortana Transit Hub Topo

# MICHAEL C. PITRE, CST

## SURVEY CORRDINATOR

**YEARS IN INDUSTRY:** 33

**YEARS WITH FIRM:** 24

### EDUCATION:

Associates Degree, Civil Engineering Technology, T.H. Harris Technical College, 1992

### LICENSES & CERTIFICATIONS:

Certified Survey Technician Level 3, CST No. 1003-1863

### AFFILIATIONS:

Louisiana Society of Professional Surveyors (LSPS)

### PROJECT EXPERIENCE:

**Southern University, New Orleans**
SUNO Natural Science Building Topo

**DOW**
Drainage Study

**LCTCS**
Delgado Community College Topo

**Cick-fil-A**
Multiple Chick-fil-A sites, New Orleans

**Clark Land Surveying**
Multiple Tesla Charging Stations throughout the greater New Orleans area

# SCOTT L. PATTERSON, PLS

## PROJECT MANAGER

**YEARS IN INDUSTRY:** 12

**YEARS WITH FIRM:** 12

### EDUCATION:

B.S., Construction Managment, Louisiana State University, 2017

Survey Courses (30 hours), LSU & University of Wyoming, 2018

### LICENSES & CERTIFICATIONS:

Louisiana PLS No. 5246

### AFFILIATIONS:

Louisiana Society of Professional Surveyors (LSPS)

### PROJECT EXPERIENCE:

**Housing Authority of Jefferson Parish**
Acre Road Public Housing Complex

**Louisiana State University**
LSU Lakes
New LSU Arena

**Facility Planning & Control**
Tunica Hills State Preservation Area Topo

**Home Depot**
Former Sears, Veterans Blvd.

# PROPOSED PROJECT PLAN

## TASK 1: ASSIST IN OUTREACH STRATEGY AND IMPLEMENTATION OF OUTREACH EFFORTS

**Timeframe:** Coordinated with RTA schedule, overlaps other phases

The Manning team will contribute to the outreach planning and implementation with:

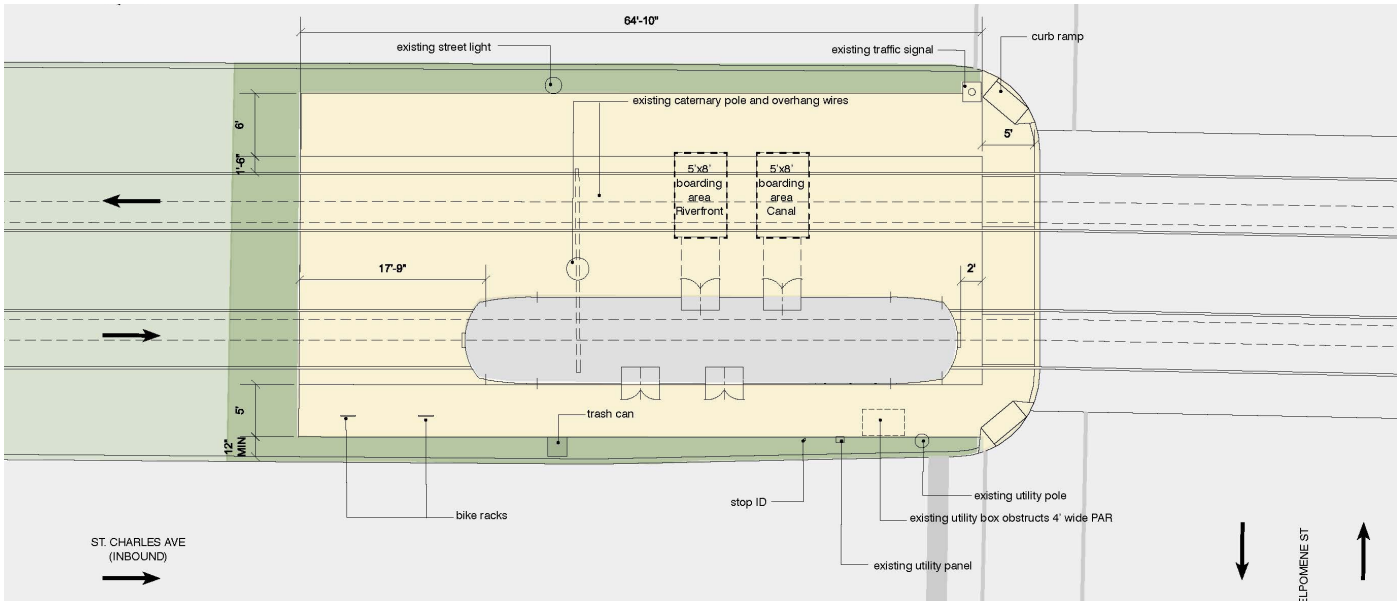
- Community engagement expertise for large scale projects in New Orleans
- Recent experience in stakeholder and public engagement for RTA
- Subject matter experts to support data and concepts presented at meetings

Our approach will be to work alongside RTA Communications staff and the Modernization Consultant to create a comprehensive engagement strategy. The Manning team will consult with the owner's team to refine an engagement strategy that is tailored to the scope of work and is inclusive and comprehensive. We will advise on time frames for outreach activities that are appropriate to the phases of the project.

The Manning team will also develop supporting materials to present at outreach meetings that will help RTA to communicate clearly. These materials may include maps, data analysis, plans, renderings, and other information. We will provide presentation materials in a format appropriate to the RTA's presentation, such as digital or hard copies.

Our staff will attend outreach events to support the RTA team, and we will include team members with relevant knowledge for the specific meeting to discuss technical issues such as ridership impacts, accessibility strategies, safety, and proposed designs, as well as logistical issues such as timing and phasing.

**Deliverables:** Staffing, strategic input, and graphical materials to support outreach efforts




Stop 248 - Melpomene St. Phase 3A (Alternate), St. Charles Streetcar Accessibility Plan

## CASE STUDY: COMMUNITY ENGAGEMENT EXPERIENCE

Good design is community-informed. Most of Manning's projects require stakeholder engagement, and many involve public forums, either in survey formats, town hall events, or public meetings. Project Manager Travis Martin leads many of our community engagement efforts, including the most recent RTA Mobility Hub Programming, which utilized public surveys, stakeholder meetings, and interviews with riders and drivers. He has also led community engagement for the DDD Downtown Parks and Open Space Activation Plan, Harmony Circle Vision, Dillard University Master Plan, and the City of Monroe's Community Center Visioning.

When decisions are made or design options are being offered to stakeholders and the community, we ensure that the information we present is graphically clear. We introduce the materials, review options, answer questions, and assess implications. We take the time needed to ensure we've communicated clearly and understood responses.

Our team is:

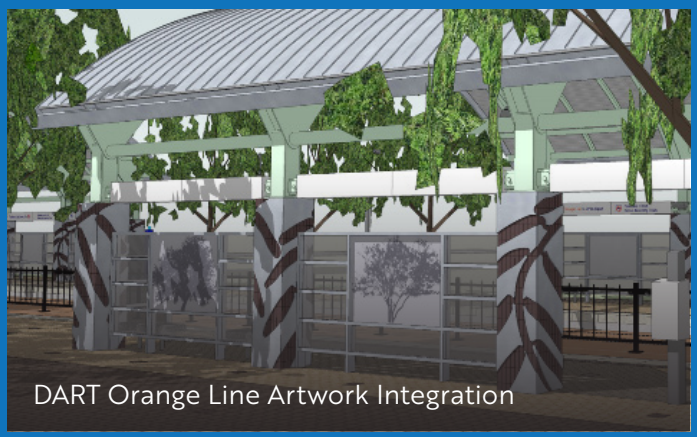
- skilled at listening, documenting, and addressing concerns
- reflective of the communities engaged
- organized and thorough in our engagement and documentation practices
- concerned about honest resolution of differences and managed compromise

An example of our community engagement success in transit shelter design is the DART Orange Line Station project. The goal of the design was to create a distinct character for each of the six stations to reflect the immediate community. We worked with local artists and the public to refine design themes and incorporate unique art at each station.

DDD Open Space Activation Plan

City of Monroe Community Centers

Dillard University Vision Plan



DART Orange Line Artwork Integration

# TASK 2: CURRENT CONDITIONS ASSESSMENT

**Timeframe:** Est. 2 months

Having completed similar accessibility assessments for the St. Charles Streetcar Line and as part of developing system-wide transit facility (bus and streetcar) design guidelines for RTA, we have a wealth of knowledge and experience to apply toward an efficient and thorough assessment process. The following approach will be used for the 107 stops along the St. Charles Streetcar Line.

## 1. CRITERIA IDENTIFICATION

We understand the need to comply with federal ADAAG and PROWAG standards for accessibility. We will assess accessibility elements and barriers to accessibility, each element tied to an ADAAG and POWAG reference in our criteria list. In addition, we will collaborate with RTA's Technical Advisory Committee (TAC) to confirm other criteria items for inclusion in the surveys. Our team leaders will compile a detailed criteria list for this survey and a digital checklist for survey teams to complete in the field. We will include the list of criteria noted in the RTP, confirmed with the TAC, and any additional items. Additionally, we will geolocate stop facilities for inclusion in GIS and data analysis. If desired, we will include prioritization data such as physical condition ratings and an importance rating based on ridership data and community assets within walking distance of the stop.

Lastly, we will gather existing data and documentation to support the assessments, which may include GIS data, ridership data from RTA, and other documentation. Manning's previous assessment data will be incorporated as a foundation on which to build.

### Surveyor's Guide

#### Bus Stop Apron

1. **Is there a bus stop apron? Yes/No**

*A bus apron must meet the following requirements 1) Made of Concrete; 2) More than 30' Long; 3) Front of pad within 30' of the stop pole.*

#### Boarding Area

2. **Is a paved landing pad present within 30' of pole?**

*Is there any paved surface connecting to the curbside within 30' of the pole? It could be the sidewalk.*

3. **Is boarding area width ≥ 5'? Yes/No**

*Refers to the dimension parallel to the direction of vehicular traffic. 5' dimension must be continuously adjoining to the curbside.*

4. **Is boarding area depth ≥ 8'? Yes/No**

*Refers to the dimension perpendicular to the direction of vehicular traffic. Refers to the dimension perpendicular to the direction of travel.*

5. **Is the slope perpendicular to street ≤ 2%? Yes/No**

*Must be measured with digital level in location with poorest condition on sidewalk or on bus loading area approach.*

6. **Does the landing pad connect with a PAR? Yes/No**

*Is there 48" wide pavement connecting to the sidewalk? Again, may be part of sidewalk.*

7. **What type of curb is present?**

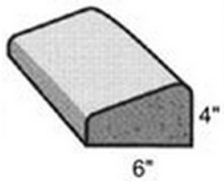
No Curb – *There is not any deliberate, paved separation between the bus stop pole and roadway.*

Rollover Curb – *Something similar to* →

<3" *(clear away debris if necessary)*

3-16"

>16"




Partial Surveyor's Guide example, RTA Accessibility Study

## 2. TRAINING

With the approved criteria list, we will load surveys onto mobile tablets for the survey team. Before sending teams in the field, we will hold training sessions to identify safety precautions, limits of assessments, protocols for interacting with the public, and measures for consistent data collection. The training will include a Surveyor's Guide, defining information to be collected for each survey field. Instructions will also include photographic references and keying photographs to data and locations.

Team leaders will map out locations in advance and assign teams to appropriate locations. The schedule of assessments will be agreed upon in advance through the TAC and coordinated as necessary with other stakeholders. Adjustments will be made based on progress and site conditions throughout the process, and managers will keep RTA advised of any modifications.

### 3. FIELD SURVEYS

Our trained team members will include architectural, traffic, transit, planning, and engineering personnel to capture the required data. Loaded with instructions, digital surveys on tablets, cameras, and maps, they will systematically collect the data for the 107 streetcar stops. Managers will track the progress and quality of the work, making resource adjustments as needed and keeping the TAC informed. The information collected will be compiled into a database, including photos keyed to location maps. Using a cloud-based platform, information will be available in real-time, facilitating an early start for data analysis and also giving the TAC the ability to review data throughout the process.

### 4. DATA ANALYSIS

As data from the field surveys is available, we will catalog existing conditions information and develop strategies for attaining compliance. Using Manning's Accessibility Design Standards and information gleaned from our recent hub programming standards as a basis, we will consider updates to federal ADAAG and PROWAG guidelines and develop a system of improvements that may be applied to each of the streetcar stops.

This information will then be summarized in a draft report that will be reviewed with the TAC, including identified data gaps. After revising based on review comments, the team will issue its final Current Conditions Assessment Report.

### 5. TRAFFIC STUDY

In a timeline that overlaps the Field Surveys and Data Analysis, the team proposed to prepare a traffic analysis to capture existing data and identify potential impacts of streetcar stop and access/crossing improvements along the St. Charles Streetcar Line. We will assess traffic flow, safety, and capacity of streets and intersections. In tandem with the field survey report and assessment, this information will inform the strategy for implementation plans.

**Deliverables:** Inventory and catalog of current conditions data in a cloud storage platform. Data will be provided in .pdf, CAD, GIS, and other formats as appropriate. Concise draft and final Current Conditions Assessment describing key findings and preliminary conclusions, data gaps, and data to be collected during the design phase

## TASK 3: ASSIST RTA PLANNING AND SCHEDULING STAFF IN STOP CONSOLIDATION EVALUATION

**Timeframe:** Concurrent with Task 2

In keeping with the RTA's goal of improving system efficiency and accommodating accessibility improvements at stops while maintaining equitable, convenient streetcar access, Manning and Stantec will support the RTA's Planning and Scheduling staff in a thoughtful and data-driven evaluation of potential stop consolidations and relocations along the St. Charles Streetcar line. Grounded in RTA's operational analysis, Stantec's traffic study, and meaningful community engagement, our team will provide insight into boarding and alighting data evaluations, travel time, potential operating cost savings, schedule reliability, and equitable access impacts. We will provide commentary on RTA's analysis and recommendations. We will assess the physical and spatial feasibility of proposed changes to align recommended stop adjustments with existing site context and geometry for practical solutions to operational efficiencies. Our collaborative approach will be key to balancing efficiency with accessibility. With this alignment, recommended strategies will directly inform the project's schematic design.

**Deliverables:** Technical input into RTA's stop consolidation analysis

## TASK 4: PROJECT MANAGEMENT AND COORDINATION

**Timeframe:** Duration of project

We understand that the purpose of our project management tasks is to mitigate risk, manage the project schedule and budget, address obstacles as they arise, and maintain clear communication with the RTA throughout the project duration. We will complete the required project management tasks listed in the RTP as part of our comprehensive approach founded on communication and collaboration.

Communication is the backbone of our project management system. We first establish the rules of engagement, which describe how all parties will interact with each other and the decision-making process that will be used throughout the project. Client and community stakeholders will be identified, as well as project lead contacts representing each discipline in our consultant team. Another early strategy is to define the project objectives. This is achieved by conducting visioning/strategic goal-setting sessions that identify the factors that will ultimately be used to measure the project's success.

At the initial stage, we will develop a work plan for the project. The work plan—a detailed scope description, tasks, budget, schedule, and project resources—will be the map for navigating the project process and sequencing each activity. Manning's work plan will integrate tasks, deliverables, and schedules for our consultants' work. We enter work plan data (budgets, schedules, and resources) into our accounting and project management software system for viewing daily or weekly by managers.

At Manning APC, our processes for producing design and construction documents are clear. We've developed thorough checklists for each project phase and detailed commentary and examples in our internal procedural manual. We've documented our years of project experience to take any guesswork out of the process, allowing our staff to devote their time to innovation, creativity, and attention to craft.

Our project manager will closely monitor the development of the design and construction documents throughout the phases of the project and will review them for completeness, accuracy, conformance with project requirements, and integration between disciplines. Our consultants will perform similar reviews internally, and then our project leaders will conduct an extensive coordination review between architectural and consultants' sets. Our quality control program further includes reviews by our QA/QC manager, lending years of architectural and construction expertise to the drawings as solutions are formulated early in the process. QA/QC participation throughout the process includes constructability reviews and another layer of coordination between disciplines. Manning will meet regularly with our consultants to assess progress, exchange information, issue assignments, and provide input. Each firm will be required to submit a monthly progress report.

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

## TASK 5: 30% SCHEMATIC DESIGN

**Timeframe:** Est. 2 months + overlap with Task 2

Based upon the community engagement results, current conditions assessment, stop consolidation evaluation, and a thorough understanding of POWAG and ADAAG requirements, the Manning team will develop 30% Schematic Design (SD) drawings. The SD drawing set will develop design recommendations for each stop along the St. Charles streetcar line, taking into account the limits of the project and parameters for the segments of the line. Additionally, we will develop a compliance coordination plan for the project that will identify the agencies that will impact the project, including the Historic District Landmarks Commission (HDLC), State Historic Preservation Office (SHPO), State Fire Marshal's Office, City of New Orleans Safety and Permits, utility providers, and others. The compliance coordination plan will include review procedures and a permit tracker matrix. We will incorporate compliance reviews into the project schedule and review the plan with RTA.

To begin from an accurate basis, we will survey existing site conditions of the selected stop locations, including topographic surveys, geotechnical analyses, and below-ground utility investigations to minimize utility conflicts during construction. This more detailed information will build upon data collected in Task 2.

The SD phase will set the direction for the final design. After establishing project requirements related to operational performance, level of service, capacity, budget, and schedule, our team will explore options and collaborate with RTA to select the options that best achieve the project goals. We will prepare up to five renderings to communicate the proposed designs. The SD phase will include:

- Stop locations that reflect the findings and recommendations of Task 3.
- 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.).
- Dimensioned roadway and right of way configurations including crosswalks, vehicular lane alignments, treatment of on-street parking and loading areas, and bicycle facilities
- Existing and proposed cross sections of roadway
- 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
- 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
- Designs that account for possible further improvements under a forthcoming streetcar modernization effort, including allotting adequate platform space for longer streetcars, 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. This effort will require close coordination throughout the design process with the consultant team working on the Streetcar Modernization Study.
- Utility relocations, as necessary, to address conflicts with the proposed improvements.
- Treatment of pavement deficiencies to facilitate accessibility
- Verifying compliance with ADA, Public Right of Way Accessibility Guidelines (PROWAG), and other applicable local, state, and federal regulatory requirements

While design options are refined, we will work with the RTA to update transit service and traffic impact scenarios to assess the impact of the proposed Schematic Design on streetcar rider travel times, vehicular traffic, and levels of service. Further, we will complete page-turn reviews (up to three) with RTA, City staff, and other stakeholders designated by RTA. We will keep a log of design questions and suggestions arising from these reviews, which we will maintain through the design phases.

**Deliverables:** 30% design drawings, up to five conceptual renderings, design issue log. Electronic deliverables shall be in pdf and CAD format. Consultant shall also furnish one full-size printed copy of 30% set

## TASK 6: 60% DESIGN DEVELOPMENT

**Timeframe:** 3 months

The 60% Design Development Phase will build upon the 30% SD phase, finalizing the functional layouts and construction materials, incorporating the feedback received from stakeholders, and updating the final design imagery to be shared with stakeholders. The budget, scope, and schedule will be aligned with the Design Development documents, and we will examine opportunities for expediting the schedule, including options to keep existing utilities operational. We will incorporate ADAAG and PROWAG requirements as we develop the project designs and conduct any early meetings, reviews, or coordination with review agencies and utility providers included as part of the compliance coordination plan. We will update the compliance tracker matrix and share it with RTA.

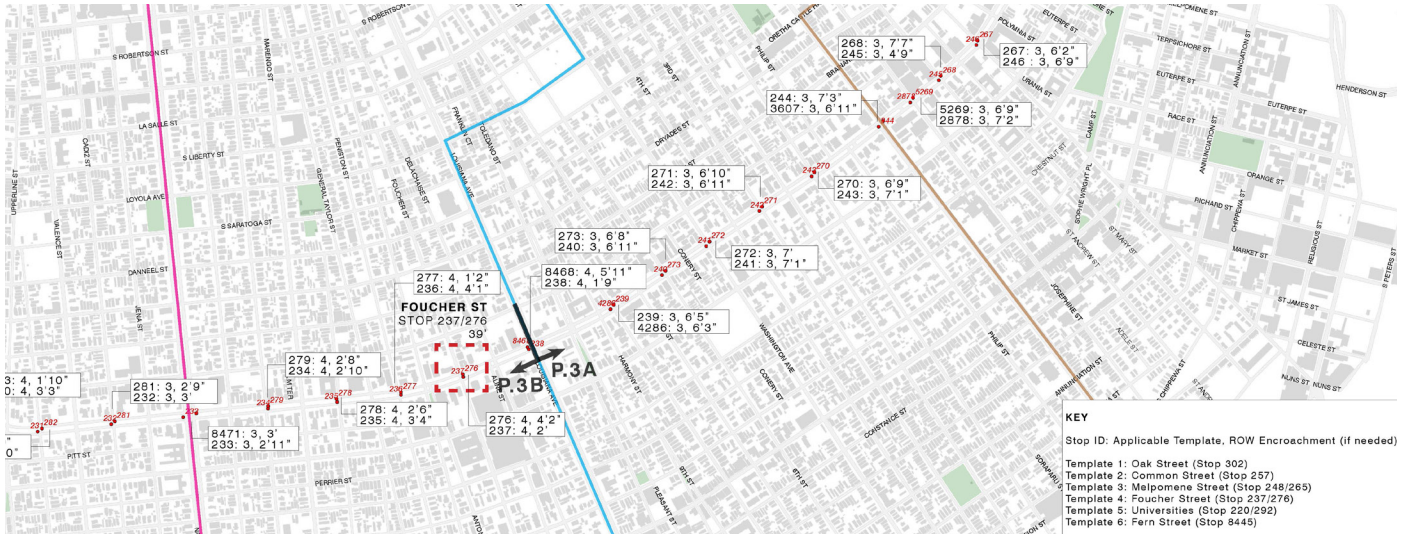
We will complete page-turn reviews (up to three) with RTA, City staff, and other stakeholders designated by RTA. In addition, we will provide a full-size printed DD set of drawings for a field review and walk-through with RTA, DPW, and other staff. We will update the log of design questions and suggestions arising from the reviews and walk-through.

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

## TASK 7: 90% PERMIT SET AND PERMIT APPROVALS

**Timeframe:** 4 months + permit review time

The Manning team will develop the 90% permit set based on feedback from RTA staff, technical stakeholders, partner agencies, and the community. We will employ QA/QC controls to keep the scope aligned with established project goals and accessibility guidelines and to deliver a coordinated set of documents. Considerations for the phasing of construction will be fully developed with the goal of minimizing impacts on streetcar operations and minimizing impacts for pedestrians, bicycles, and automobiles within the right of way. Phasing plans will consider alternate routes for pedestrians, bicycles, and vehicles; temporary stop locations; business/resident notification protocols; stormwater pollution measures; and construction noise and dust control measures. At this phase, we will update the previously completed renderings for substantive changes in the design. We will complete up to three page-turn reviews with RTA, City staff, and technical stakeholders, and update the design questions and suggestions log.




Partial Phasing Plan from St. Charles Streetcar Line Accessibility Plan

The Manning team will continue incorporating and refining accessibility features to comply with ADAAG and PROWAG. We will coordinate with reviewing agencies, including the HDLC, SHPO, and others identified in the compliance coordination plan and permit tracker matrix to facilitate approvals. We will confirm coordination with utility providers such as Entergy and the Sewerage and Water Board of New Orleans. We will share the permit tracker matrix with RTA.

The phase will result in our submitting the 90% set to the City of New Orleans Safety and Permits for formal permit review. We will also submit applications and documents needed by the HDLC, SHPO, and other agencies and utility providers identified in the compliance coordination plan that require submissions at this phase (some may be earlier). We will compile any review comments, update the permit tracker matrix, and share it with RTA.

**Deliverables:** 90% permit set drawings, construction phasing 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. Consultant shall also furnish one full size printed copy of 90% set

## TASK 8: 100% CONSTRUCTION DOCUMENTS, BID PACKAGE, AND BID PREPARATION ASSISTANCE

**Timeframe:** 1 month, overlaps permit review

This phase will incorporate review comments from the 90% QA/QC review and permitting authorities. The 100% Construction Documents will include drawings and the Project Manual (bidding requirements, contract requirements, and technical specifications). We will also deliver the closed design questions and suggestions log.

The Manning team will assist the RTA during the bid process, including attendance at pre-bid meetings, and responding to Bidders' Requests for Information.

**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. Consultant shall also furnish one full size printed copy of 100% set

## TASK 9: COST ESTIMATES AND MANAGEMENT OF PROJECT BUDGET

**Timeframe:** At milestones

At the 30%, 60%, and 90% design milestones, we will prepare detailed and comprehensive cost estimates that incorporate appropriate design contingencies and reflect year-of-expenditure pricing. These estimates will be developed using industry-standard tools and benchmarking data to align with market conditions.

Throughout the design process, we will maintain a running Value Engineering (VE) log to identify and track potential VE solutions, quantify associated cost savings, and evaluate their impact on project goals. In collaboration with the RTA, we will prioritize VE options, adjusting the project scope as needed to maintain alignment with the established budget and preserve the construction contingency. VE options will be reviewed with and accepted by RTA prior to implementation. Should bid prices exceed final cost estimates, we will work closely with the RTA to revise the project scope, construction documents, and bid package to reduce costs. These revisions will be undertaken as part of our Basic Services at no additional cost.

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

## TASK 10: SAFETY AND HAZARDS ANALYSIS

**Timeframe:** Overlaps Task 5

We will conduct a comprehensive Preliminary Hazard Analysis at the 30% design stage in close coordination with RTA Safety staff, incorporating RTA and FTA safety practices and protocols. This analysis will identify potential safety hazards, propose mitigation strategies, and highlight considerations to address in later phases.

A continuously updated hazards log will be maintained throughout the design process to document emerging issues and track resolution. A second iteration of the hazard analysis will be completed at the 60% design stage, with findings integrated into the 90% and 100% construction documents. This iterative process ensures that safety risks are proactively managed and minimized by 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

### SAFETY & OPERATIONS PLAN OUTLINE

1. Order of Operations for wheelchair boarding/ alighting within each phase
2. Template Design Standards
   - a. Curb ramps
     - i. Truncated domes: 2 ft. deep with contrasting color
     - ii. Type B where feasible
     - iii. Max. 1:12 slope
   - b. Signalization
     - i. Pedestrian-actuated traffic controls
     - ii. Streetcar signalization and other warning devices for center boarding option
   - c. Accessible PAR
     - i. At least 60″ wide sidewalk where possible
     - ii. Crosswalks and markings
     - iii. Flangeway gap no greater than 2.5″ width
   - d. Clear boarding area
   - e. Sight triangles
   - f. Corner radii: 10-15′ (5′ with on-street parking)
   - g. Curb bump out dimensions
3. Operator Training
4. DPW Standards for sidewalks and ramps

## TASK 11: NEPA ASSISTANCE

**Timeframe:** As needed throughout design phases

We understand that NEPA clearance is expected via a categorical exclusion (CE). Our team will support the RTA by preparing the necessary documentation and providing technical assistance throughout the NEPA process. Recognizing the historic nature of the St. Charles Streetcar Line and its route through multiple National Register Historic Districts, we will coordinate early with SHPO and the FTA to address preservation and aesthetic impacts. Our approach will prioritize context-sensitive solutions that respect historic character while meeting ADA compliance goals.

- Prepare conceptual design-related materials, technical reports, and documentation to facilitate the environmental review process under NEPA
- Collaborate with the RTA to address design-related issues that may arise during the environmental review process and incorporate NEPA considerations into design Tasks as appropriate
- Assist the RTA in responding to inquiries from relevant agencies and the public regarding design aspects that impact environmental compliance
- Assist the RTA with completing all forms, checklists, and technical reports necessary to complete environmental review

- Complete Section 106 historic review
- Consult with the HDLC and SHPO as necessary
- Attend meetings as necessary with FTA, SHPO, and any other entities involved in the review process
- In coordination with RTA communications team, staff and support any public meetings specifically related to environmental review

**Deliverables:** As-needed NEPA technical assistance as described above

## TASK 12: CONSTRUCTION ADMINISTRATION

**Timeframe:** Est. 12 months

Our construction administration (CA) approach reflects the goal of accurately translating the design into the built environment. We achieve this through careful project management and QA/QC, well-coordinated documents, and the utilization of staff who prepare the design documents to help administer the construction activities. The continuity of staff in this hands-on approach is effective for maintaining the design integrity and expedites the information the contractor needs, which builds a strong relationship between contractor and architect. Strong relationships between owner, architect, and contractor build successful and efficient projects, and our goal is to facilitate frequent and clear communications among all parties to strengthen our bonds and provide the most efficient flow of information. Weekly meetings and site reviews, accurate reporting and documentation, and timely responses are the standards we set for interaction during construction. We actively facilitate an environment of clear and efficient communication through an intentional management process that keeps all parties in the loop.

Our tasks will follow Manning's documented CA process, which has been developed from the American Institute of Architects (AIA) guidelines. The full scope of standard services will be provided, which include:

- 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
- 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

# HOURLY BILLING RATES

| Category | Hourly Rate |
|---|---|
| **Manning, APC** | |
| Strategic Oversight | $450.00 |
| Project Director | $265.00 |
| Project Manager | $215.00 |
| QAQC/Construction Administrator | $255.00 |
| Sr. Designer | $170.00 |
| Planner | $140.00 |
| Designer | $110.00 |
| **Julien Engineering & Consulting, Inc.** | |
| Principal Engineer | $315.00 |
| Supervising Engineer | $255.00 |
| Project Manager | $195.00 |
| Project Engineer II | $150.00 |
| Project Engineer I | $115.00 |
| **Infinity Engineering Consultants, LLC.** | |
| Principal Engineer | $245.00 |
| Senior Engineer | $220.00 |
| Project Engineer I | $205.00 |
| Project Engineer II | $190.00 |
| **Salas O'Brien** | |
| Principal | $240.00 |
| Senior Vice President | $220.00 |
| Vice President | $200.00 |
| Associate Vice President | $190.00 |
| Project Manager | $180.00 |
| Department Head | $180.00 |
| Professional Engineer | $160.00 |
| Construction Management | $160.00 |
| Graduate Engineer | $145.00 |
| Designer | $110.00 |
| CAD/Revit Technician | $90.00 |
| Office Staff | $75.00 |
| **Dana Brown & Associates, Inc.** | |
| Managing Principal | $280.00 |
| Principal | $200.00 |
| Senior Associate | $175.00 |
| Associate | $150.00 |
| Administrative | $125.00 |

| Category | Hourly Rate |
|---|---|
| **Stantec** | |
| Principal | $390.00 |
| Supervisor - Engineer | $330.00 |
| Senior ITS Engineer | $330.00 |
| Planner/Sr. Project Manager | $325.00 |
| Professional Engineer | $210.00 |
| Engineer Intern | $120.00 |
| Senior Technician | $145.00 |
| **LandSource** | |
| Professional Land Surveyor | $125.00 |
| CAD Technician | $65.00 |
| Project Manager | $75.00 |
| Clerical | $35.00 |
| Survey Crew (2-man) | $160.00 |
| Survey Crew (3-man) | $190.00 |
| Crew Chief | $45.00 |
| **Palacio Collaborative** | |
| Senior Cost Manager II | $185.00 |

# THANK YOU

MANNING
Architecture | Interiors | Planning

# 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** | **June 30, 2025** |
| **Change Order ID** | **374** |

A. **Department Representative to participate in procurement process**.

**Name:** **RABALAIS, RAFE**
**Title:** **DIRECTOR OF CAPITAL PLANNING**
**Ext:** **8361**

B. **Contract Information:**

| | |
|---|---|
| **Contract Number** | **Dated 7-14-21 RFQ 2020-035** |
| **PO Number** | **forthcoming - standalone task** |
| **Contract Title** | **Contract to Provide On Call Architecture & Engineering Services** |

**Contract-History:**

| | |
|---|---|
| **Original Award Value** | **1** |
| **Previously Executed Change Order Value** | **104549.04** |
| **Adjusted Contract Value** | **104550.04** |
| **Current Change Order Value** | **1300000** |
| **Revised Contract Value** | **1404550.04** |

C. **Justification of Change Order**

**A Request for Technical proposals to the RTA's on-call A&E pool was issued on April 10, 2025 for A&E services related to the All Stations Accessibility Program (ASAP) for the St. Charles Avenue Streetcar. This was RTP # 2025-03. There were three responses to the RTP, which were scored on 5-12-2025. The scoring panel determined that Manning's proposal was the high scoring proposal. Subsequent to the scoring determination, the RTA and Manning have jointly reviewed the project scope, schedule, and budget and have arrived at a project budget of $1,269,294. This is consistent with the project/grant budget and is within the ICE for the proposed services. This item should be going before the RTA Board for approval on July 29,2025.**

D. **Type of Change Request**: **Administrative**

E. **Certification of Authorized Grant:**

| | |
|---|---|
| **Is this item/specification consistent with the Authorized Grant?** | **Yes** |
| **Are there any amendments pending?** | **false** |

| | |
|---|---|
| **If yes see explanation (attachments are in the SharePoint folder for this request)** | |

**Director of Grants/ Federal Compliance:** Alisa P Maniger
**Signature:** *Alisa P Maniger*
**Date:** July 15 2025

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

Additional Safety Requirements Attached: **false**

**Chief:** Michael J Smith
**Signature:** *Michael J Smith*
**Date:** July 16 2025

**Risk Management:**

| | |
|---|---|
| Include Standard Insurance Provisions Only? | **Yes** |
| Include Additional Insurance Requirements Attached ? | **false** |

**Risk Management Analyst**: Marc L Popkin
**Signature:** *Marc L Popkin*
**Date:** July 16 2025

**G. Funding Source:**

**Independent Cost Estimate (ICE):** $1,350,000.00
**Projected Total Cost**: $1,300,000.00
**Funding Type:** Federal, Local

| Federal Funding | State | Local | Other |
|---|---|---|---|
| $1,040,000.00 | | $260,000.00 | |
| **Projected Fed Cost** | **State** | **Local** | **Other** |
| $1,040,000.00 | | $260,000.00 | |

| FTA Grant IDs | Budget Codes |
|---|---|
| 1519-2025-1 - 11.91.09 | 01-0000-00-1501-000-00-00-00000-00000 |
| | |
| | |
| | |

**Capital Project Approval if required signature ID#:** 2023-FL-04
**Dir Capital Projects**: Rafe Rabalais
**Signature:** *Rafe Rabalais*
**Date**: July 14 2025

**Budget Analyst**: Erin Ghalayini
**Signature:** *Erin Ghalayini*
**Date**: July 15 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 C Expose
**Signature:** *Adonis C Expose*
**Date:** July 17 2025

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**DBE/EEO Compliance Manager** Adonis C Expose
**Signature:** *Adonis C Expose*
**Date:** July 17 2025

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

**Department Head**: Rafe Rabalais
**Signature:** *Rafe Rabalais*
**Date:** July 14 2025

---

**Chief:** Dwight Daniel Norton
**Signature:** *Dwight Daniel Norton*
**Date:** July 15 2025

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**Director of Procurement:** Ronald Gerard Baptiste
**Signature:** *Ronald Gerard Baptiste*
**Date:** July 18 2025

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**Required if Total Cost above $15K**
**Chief Financial Officer**: GIZELLE JOHNSON BANKS
**Signature:** *GIZELLE JOHNSON BANKS*
**Date:** July 22 2025

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**Required if Total Cost above $50K**
**Chief Executive Officer**: Lona Edwards Hankins
**Signature:** *Lona Edwards Hankins*
**Date:** 7/22/2025 5:08 PM

## Independent Cost Estimate (ICE)

## INDEPENDENT COST ESTIMATE SUMMARY FORM

| | |
|---|---|
| Project Name: | All Stations Accessibility Program – St. Charles Streetcar |
| Project Number: | 2023-FL-04 |
| Date of Estimate: | 6-30-2025 |
| Description of Goods/Services: | Architectural and engineering services for construction of accessible stops at up to 46 stop pairs along the St. Charles streetcar. Additional services include traffic analysis, surveying and utility mapping, outreach assistance, cost estimating, safety and hazards analysis, NEPA assistance, and resident engineering. |

☐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)

☒Other (specify) ___**typical market value of A&E contracts in relation to capital costs**_____ attach documentation

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

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

**Summary of Method:** The starting point for this estimate is the total estimated cost of construction for All Stations Accessibility Program (ASAP) improvements from the RTA's 2024 ASAP Grant application to the Federal Transit Administration. The total cost of construction is estimated to be $5,602,931 including contingency. Basic architectural and engineering (A&E) services for commercial or infrastructure projects are typically estimated as a percentage of construction cost. Two resources—one from the

City/County of San Francisco and a second from the Riverside County (CA) Transportation Department—provide a range of A&E costs as a percentage of total project cost. The former cited a standard range of 7-15% of capital costs, while the latter cited a range of 8-12%. While California typically sees construction costs that are higher than other areas of the country, there is no indication that A&E costs as a relative percentage of capital costs are exceptional in California markets. We therefore saw these figures as credible ranges.

Given the $5.6 MM estimated cost of RTA's 2024 ASAP project, the above percentages would yield total A&E costs ranging from $392,205 on the low end and $840,440 on the high end, with an average figure of $588,308. We used this average figure as the starting point for basic A&E services.

However, the A&E scope for this project includes many other design and consulting services that are not typically captured in a base A&E fee and scope. These additional services are:

- Completing a detailed current conditions assessment including a traffic analysis at each of the future stop locations
- Assisting in public outreach efforts
- Evaluating the possibility of consolidating streetcar stops in coordination with RTA staff
- Preparing cost estimates
- Completing a safety and hazards analysis
- Assisting a National Environmental Policy Act (NEPA) consultant with assembling materials necessary for NEPA review and clearance
- Competing detailed surveys including topographic surveys and utility mapping
- Resident engineer services during the construction phase

Using an estimated number of hours for each of these tasks and an hourly billable rate of $200 per hour for these services (see attached table for a detailed breakdown and attached resources as backup), we calculated these additional services to come to $746,632.

Adding these additional services to the basic services estimate of $588,308 yields a total estimate of $1,334,940, which we rounded up to $1,350,000.

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is $1,350,000.

The preceding independent cost estimate was prepared by:

Rafe Rabalais, Director of Capital Projects

*Name*

*Signature*

*New Orleans Regional Transit Authority*

**Project Name** **Unlimited Streetcar Access**
Project # tbd

as of: 1/29/2024

## Detailed Budget Estimate

| Component | Sub-Component | Qty | Unit | Cost/unit | Cost | Federal Match 80% | Local Match 20% |
|---|---|---|---|---|---|---|---|
| Transit stop rebuild | Construct ADA pads | 40 | ea | $85,000 | $3,400,000 | | |
| | Curb ramps | 60 | ea | $2,000 | $120,000 | | |
| | Pavement restoration & repair | 5000 | SY | $110 | $550,000 | | |
| | Striping and markings | 42000 | LF | $8 | $336,000 | | |
| | **Subtotal** | | | | **$4,406,000** | | |
| Other Construction | Traffic Control | 3% | | | $132,180 | | |
| | Mobilization & Demobilization | 10% | | | $440,600 | | |
| | **Subtotal** | | | | ~~$572,780~~ | | |
| **Construction Total** | | | | | **$4,978,780** | **$3,983,024** | **$995,756** |
| Pre-Engineering | Detailed survey | 45 | ea | $1,500 | $67,500 | | |
| | Community Engagment | 1.5% | | | $74,682 | | |
| | Traffic study | | | | $75,000 | | |
| Design/Engineering | Engineering Fees (10%) | 10% | | | $497,878 | | |
| | Construction Management Fees | 3% | | | $149,363 | | |
| Admin | Resident Inspection | 5% | | | $248,939 | | |
| | Project administration | 3% | | | $149,363 | | |
| | **Subtotal** | | | | **$1,262,726** | **$1,010,180** | **$252,545** |
| **Construction & Fees Total** | | | | | **$6,241,506** | | |
| Other | Contingency (10%) | 10% | | | $624,151 | $499,320 | $124,830 |
| **TOTAL** | | | | | **$6,865,656** | **$5,492,525** | **$1,373,131** |

$5,602,931

## Budget Estimate Summary

| Component | Federal (ASAP) | Local (RTA) | Total |
|---|---|---|---|
| Administration | $119,491 | $29,873 | $149,363 |
| Pre-Engineering | $173,745 | $43,436 | $217,182 |
| Design/PM/CM | $716,944 | $179,236 | $896,180 |
| Construction | $3,983,024 | $995,756 | $4,978,780 |
| Contingency | $499,320 | $124,830 | $624,151 |
| **Total** | **$5,492,525** | **$1,373,131** | **$6,865,656** |

2 chargers

$5,602,931 for capital cost

Noted at 5%, but actually calculated at 3%

Board of Supervisors

# 6. Capital Project Design Costs

- The Department of Public Works incurs increased construction costs for project design errors and omissions. Design errors and omissions, a preventable occurrence, accounted for $2.1 million in increased construction contract costs for 49 construction contracts completed in 2004 and 2005, or approximately 2.9 percent of total construction costs of $72.5 million.

- Despite the impact of design errors and omissions on construction costs, the Department does not measure the impact. Although the Bureau of Engineering previously had a performance goal to limit construction contract cost increases due to design errors and omissions to 3 percent, the Bureau does not currently measure such increases. The Budget Analyst found that more than 22 percent of contracts exceeded this goal. Eleven of the 49 construction contracts, or 22.4 percent, had cost increases of 3 percent or more due to design errors and omissions.

- The Department's Bureaus of Architecture and Engineering have project design quality assurance and control programs, but the Bureau of Engineering has not fully implemented their program. Further, the Department formed a task force to assess capital project quality assurance procedures but has not moved forward in evaluating or implementing the task force recommendations for the Department as a whole.

- Several common occurrences have contributed to the increased construction costs resulting from design errors and omissions. Projects designed by consultants can incur high costs. For example, the recently completed Juvenile Hall construction project, designed by a consultant, is expected to incur $9.3 million in additional costs due to design problems, equal to 18 percent of the $51.7 million construction contract. Although the Department intends to pursue a claim for professional liability against the architectural and engineering design contractor, in many contracts the City and not the consultant pays the increased costs

- The Department also needs to better coordinate with the Department of Building Inspection to ensure sign-off of construction projects and prevent delays.

- The Department needs to look at the costs of increasing site visits by the project designer and site testing during the design phase compared to the costs of contract change orders due to unforeseen site conditions to ensure that project designs are cost-effective.

## Management of Capital Projects

The Department of Public Works manages most of the City's General Fund capital projects. The Charter authorizes the City's enterprise departments – the Port, the Airport, the Public Utilities Commission, and the Municipal Transportation Agency – and the Recreation and Park Department to manage their own capital projects. The Department of Public Works manages the capital projects of the remaining departments, including street and other projects under the jurisdiction of the Department of Public Works, and provides engineering, architectural, and construction management services to the enterprise as well as the General Fund departments.

The Department of Public Works' engineers and architects serve as project managers for capital projects. The project designer serves as project manager for single discipline projects, such as electrical or structural engineering projects. The Department has also formed a project management group, which assigns engineers and architects as project managers for a limited tenure.

# Management of the Capital Project Design Process

The planning and design of projects is the key stage in determining the scope and costs of the capital project. The project designer drafts the construction specification documents that form the basis of the construction bid. The Department prepares construction cost estimates in-house or hires consultants specializing in construction contract estimation, depending on the type of project.

Client departments participate in planning most capital projects. The Department of Public Works' role is to support the planning process and execute the project plan. The Department's engineering and architecture staff design most of the Department's projects, although the Department will hire design consultants to design complex or specialized projects, such as health care or corrections facilities. The project design is the basis of the construction documents and construction cost estimates.

According to interviews with the Department of Public Works' engineers and architects, the capital project design is intended to meet Americans with Disabilities Act and building code requirements and industry standards. The designer needs to balance the client's project plans, code requirements and other standards, and cost restraints. The goal is to achieve a project design that balances design requirements and reduces the need for change orders during the construction phase of the project.

The Bureaus of Engineering and Architecture are responsible for the Department of Public Work's capital project design. Although project design can be complex and varies significantly by the type of project, design efficiency can be measured in part by the cost of the design compared to total construction costs, and the number of construction contract change orders attributed to design errors and omissions.

## Capital Project Design Costs

Generally, the Bureaus of Architecture and Engineering senior architects and engineers are responsible for meeting with clients, developing the scope of work, and assigning design work to staff within their sections. The Bureau of Architecture has a pool of consultants to assign design work in addition to the Department of Public Works' architecture staff. The Department also contracts with outside consultants to design complex or specialized projects.

The Department of Public Works encounters specific issues when managing design costs as a portion of overall project costs. As a public agency, the Department lacks the budget constraints of a private firm that must absorb excess labor costs. The Department must pay for all labor hours charged to a project. Conversely, the Department cannot offer pay incentives or retain funds for delivering the project at lower than budgeted costs. The Department also encounters higher design costs due to the higher regulatory and design standards for many public projects.

The Department must balance the need to cost-efficiently design projects while ensuring design thoroughness to avoid later construction change order costs for design errors and omissions.

The Department of Public Works' engineers and architectures expect design costs to make up approximately 7 percent to 15 percent of a project's costs, as a general rule. Design costs constitute a larger percentage of small projects. Specific types of projects, such as curb ramp construction, have a higher percentage of design costs due to the special issues encountered in designing the curb ramp, such as the location of utilities and street lights, basements, and other structures.

Benchmarking Design Costs

Seven California agencies, including the San Francisco Department of Public Works, have been participating in an ongoing capital improvement program benchmarking study. The *California Multi-Agency CIP Benchmarking Study – Update 2005* found that, for projects completed between January 1, 1999, and January 1, 2005, the project delivery costs as a percentage of total construction costs increased over time. The *Study* considered that the increased project delivery costs resulted from improved data collection, which identified project delivery costs more accurately, greater community involvement and coordination, and more stringent regulatory requirements.

When compared to the *Study's* benchmarks, the Department of Public Works project planning and design costs as a percentage of total construction costs are not high.

**Table 6.1**

**The Department of Public Works' Capital Project Planning and Design Costs as a Percentage of Total Construction Costs for Capital Projects Completed in 2005**

| Department of Public Works | | | |
|---|---|---|---|
| **Average Costs for Department of Public Works Projects Completed in 2005** | | | |
| | **Average Planning and Design Costs** | **Average Total Construction Costs** | **Planning and Design as Percent of Total Construction Costs** |
| Sewer Projects | | | |
| Sewer Projects Less than $500,000 | | | |
| | $83,143 | $451,788 | |

Source:
Riverside County (CA)
Transportation Dept.

# Estimating Guides

**Contents**

## Introduction

The philosophy of project cost estimating is to produce the best cost estimates reflective of the project risks using the most accurate and complete project and pricing information available at the time the estimate is prepared.

It is difficult to generate cost estimates for transportation projects that remain accurate throughout the entire project life cycle, particularly when comparing early conceptual estimates to the actual final cost of the completed project. Project cost estimates, in a way, are never really completed; they essentially are continually being updated to keep them current. However, developing quality estimates that can be relied on is important for many reasons:

- RCTD's programming and budgeting depends on reasonable project estimates.
- The Transportation Improvement Program has limited funding and budgets all available dollars. Overruns on one project forces something else to be unfunded. Underruns leaves funding in the bank thereby neglecting potential important improvements.
- County budgeting affects local and regional planning.
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- Poor estimates can cause a loss of credibility

Applying consistent formatting and standardized processes to each estimate enhances the efficiency, accuracy, reliability, and credibility of cost estimates. It also improves the ability to review and compare estimates at different stages of the project life cycle. In the current economic climate of greater-than-ever strains on public funds, the pressure to accurately estimate the ultimate cost of a project is increasing. An accurate and complete cost estimate goes a long way toward supporting the successful delivery of a project within its approved budget.

In summary, good engineering estimates are important. Take the time to do a quality estimate, consistent with the need, and everyone benefits.

determine the need for mitigation. Estimates for the cost of preparing environmental documentation can be developed when a project has been field reviewed and it has been determined what type of environmental document is necessary and what special studies will be needed.

Design costs are calculated in various ways. Sometimes design budgets are created as a percentage of construction. Sometimes they are prepared by determining the number of plan sheets and assigning a cost per sheet. Sometimes a detailed list of tasks is prepared along with the man-hours required and an associated cost per man-hour applied. Using a percentage of construction is obviously easier than creating a list of tasks, however, when time permits it is recommend that costs be determined using the task/man-hour method. This is also consistent with the requirement of consultants submitting cost proposals in response to RCTD's Requests for Proposals.

Typical ranges for design costs as a percentage of construction.

- Total engineering: 8% to 12% of total construction cost
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The Project Engineer's Estimate of Cost serves two primary purposes:

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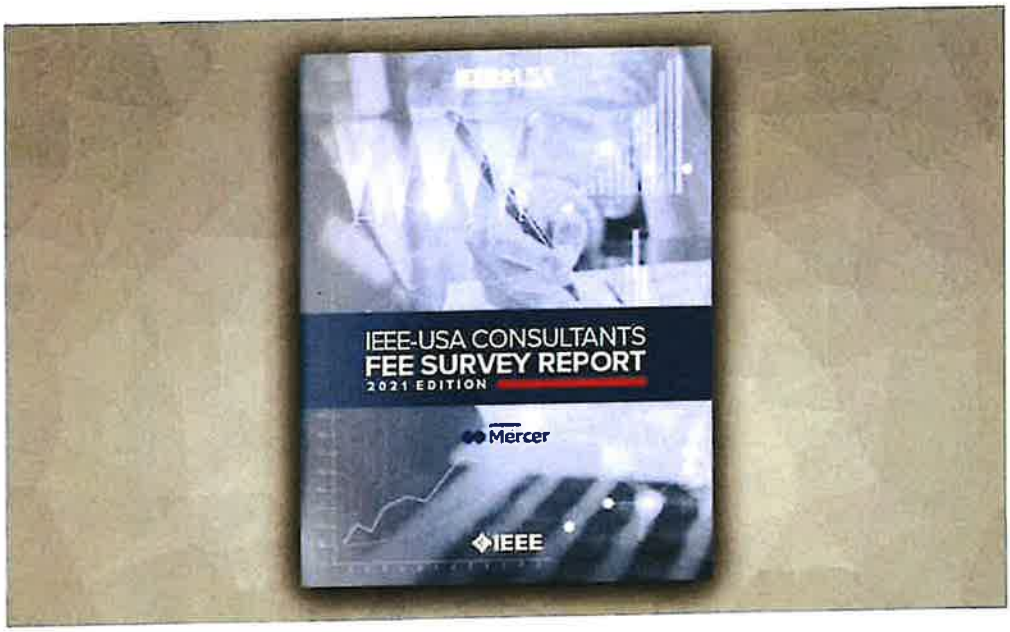
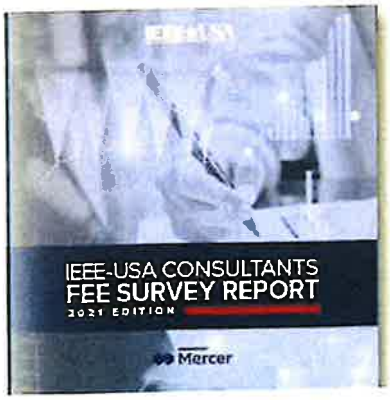
# 2021 IEEE-USA Consultants Fee Survey Report – Median Billable Rates Up, Covid Affecting Short- and Long-Term Business

## By Paul Lief Rosengren

19 October 2021 0 5,772 3 minutes read



# IEEE-USA Consultants Fee Survey 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

# CPI Inflation Calculator

## CPI Inflation Calculator

$ 170.00

in year1 month May  year1 year 2021

has the same buying power as

$203.01

in year2 month May  year2 year 2025

Calculate

adjusted 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 Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

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# Between the Poles



March 16, 2020

## Large ROI from subsurface utility engineering (SUE) for highway construction projects

Return on investment (ROI) studies 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

| All Stations Accessible Program - Budget Breakdown | | | | |
|---|---|---|---|---|
| Total Capital Cost (including contingency) | $ 5,602,931 | | | |
| Typical A&E percentage for large infrastructure projects | 7 - 15% | | | |
| Base cost low (7%) | $ 392,205.14 | | | |
| Base cost high (15%) | $ 840,439.58 | | | |
| Alternative base cost low (8%) | $ 448,234.44 | | | |
| Alternative base cost high (12%) | $ 672,351.67 | | | |
| Additional Services | Estimated Hours | Hourly Rate | Total Cost | Notes |
| Current Conditions Assessment | 690 | $200 | $138,000 | Assumes detailed current conditions assessment, including site visits and traffic analyses for 75% of the 46 stop pair locations to be analyzed. |
| Outreach Assistance | 262 | $200 | $52,400 | Assumes a 43 week design period--4 hours per week in FTE commitment over the course of the design process plus heavier commitment for each of three public meetings (3 FTEs at 10 hours per FTE) |
| Stop Consolidatation Evaluation | 240 | $200 | $48,000 | Working with RTA Planning and Scheduling Staff to determine opportunities for stop consolidation. Assumes 3 weeks of work for 2 FTEs (engineer and PM) |
| Cost Estimates | 180 | $200 | $36,000 | Preparation of Cost Estimates at the 30%, 60%, and 90% stages; assues 60 hours of week for 1 FTE per design deliverable (30/60/90) |
| Safety and Hazards Analysis | 60 | $200 | $12,000 | 40 hours for 1.5 FTE to review plans for safety and hazard risk and prepare a summary report |
| NEPA Assistance | 80 | $200 | $16,000 | 80 hours for 1 FTE to prepare materials from design drawings for NEPA constultant |
| Topographical surveys | n/a | n/a | $79,350 | Assumes $2300 cost per stop pair location (75% of 46 stop pairs) |
| Surveys - utility mapping | n/a | n/a | $156,882 | Estimated 2.8% of estimated cost of project for subsurface utility engineering; used high end of estimated range given location in a congested urban area |
| Resident Engineering | 1040 | $200 | $208,000 | Assumes four hour per day commitment of 1 FTE for resident engineering services over the course of a 52 week construction period |
| TOTAL | | | $746,632 | |
| Average range of basic A&E services | $ 588,307.71 | | | |
| Plus additional services | $ 1,334,939.76 | | | |

## Independent Cost Estimate (ICE)

## INDEPENDENT COST ESTIMATE SUMMARY FORM

| | |
|---|---|
| Project Name: | All Stations Accessibility Program – St. Charles Streetcar |
| Project Number: | 2023-FL-04 |
| Date of Estimate: | 6-30-2025 |
| Description of Goods/Services: | Architectural and engineering services for construction of accessible stops at up to 46 stop pairs along the St. Charles streetcar. Additional services include traffic analysis, surveying and utility mapping, outreach assistance, cost estimating, safety and hazards analysis, NEPA assistance, and resident engineering. |

☐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)

☒Other (specify) ___**typical market value of A&E contracts in relation to capital costs**_____ attach documentation

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

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

**Summary of Method:** The starting point for this estimate is the total estimated cost of construction for All Stations Accessibility Program (ASAP) improvements from the RTA's 2024 ASAP Grant application to the Federal Transit Administration. The total cost of construction is estimated to be $5,602,931 including contingency. Basic architectural and engineering (A&E) services for commercial or infrastructure projects are typically estimated as a percentage of construction cost. Two resources—one from the

City/County of San Francisco and a second from the Riverside County (CA) Transportation Department—provide a range of A&E costs as a percentage of total project cost. The former cited a standard range of 7-15% of capital costs, while the latter cited a range of 8-12%. While California typically sees construction costs that are higher than other areas of the country, there is no indication that A&E costs as a relative percentage of capital costs are exceptional in California markets. We therefore saw these figures as credible ranges.

Given the $5.6 MM estimated cost of RTA's 2024 ASAP project, the above percentages would yield total A&E costs ranging from $392,205 on the low end and $840,440 on the high end, with an average figure of $588,308. We used this average figure as the starting point for basic A&E services.

However, the A&E scope for this project includes many other design and consulting services that are not typically captured in a base A&E fee and scope. These additional services are:

- Completing a detailed current conditions assessment including a traffic analysis at each of the future stop locations
- Assisting in public outreach efforts
- Evaluating the possibility of consolidating streetcar stops in coordination with RTA staff
- Preparing cost estimates
- Completing a safety and hazards analysis
- Assisting a National Environmental Policy Act (NEPA) consultant with assembling materials necessary for NEPA review and clearance
- Competing detailed surveys including topographic surveys and utility mapping
- Resident engineer services during the construction phase

Using an estimated number of hours for each of these tasks and an hourly billable rate of $200 per hour for these services (see attached table for a detailed breakdown and attached resources as backup), we calculated these additional services to come to $746,632.

Adding these additional services to the basic services estimate of $588,308 yields a total estimate of $1,334,940, which we rounded up to $1,350,000.

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is $1,350,000.

The preceding independent cost estimate was prepared by:

Rafe Rabalais, Director of Capital Projects

*Name*

*Signature*

*New Orleans Regional Transit Authority*

**Project Name** **Unlimited Streetcar Access**
Project # tbd

as of: 1/29/2024

## Detailed Budget Estimate

| Component | Sub-Component | Qty | Unit | Cost/unit | Cost | Federal Match 80% | Local Match 20% |
|---|---|---|---|---|---|---|---|
| Transit stop rebuild | Construct ADA pads | 40 | ea | $85,000 | $3,400,000 | | |
| | Curb ramps | 60 | ea | $2,000 | $120,000 | | |
| | Pavement restoration & repair | 5000 | SY | $110 | $550,000 | | |
| | Striping and markings | 42000 | LF | $8 | $336,000 | | |
| | **Subtotal** | | | | **$4,406,000** | | |
| Other Construction | Traffic Control | 3% | | | $132,180 | | |
| | Mobilization & Demobilization | 10% | | | $440,600 | | |
| | **Subtotal** | | | | ~~$572,780~~ | | |
| **Construction Total** | | | | | **$4,978,780** | **$3,983,024** | **$995,756** |
| Pre-Engineering | Detailed survey | 45 | ea | $1,500 | $67,500 | | |
| | Community Engagment | 1.5% | | | $74,682 | | |
| | Traffic study | | | | $75,000 | | |
| Design/Engineering | Engineering Fees (10%) | 10% | | | $497,878 | | |
| | Construction Management Fees | 3% | | | $149,363 | | |
| Admin | Resident Inspection | 5% | | | $248,939 | | |
| | Project administration | 3% | | | $149,363 | | |
| | **Subtotal** | | | | **$1,262,726** | **$1,010,180** | **$252,545** |
| **Construction & Fees Total** | | | | | **$6,241,506** | | |
| Other | Contingency (10%) | 10% | | | $624,151 | $499,320 | $124,830 |
| **TOTAL** | | | | | **$6,865,656** | **$5,492,525** | **$1,373,131** |

$5,602,931

## Budget Estimate Summary

| Component | Federal (ASAP) | Local (RTA) | Total |
|---|---|---|---|
| Administration | $119,491 | $29,873 | $149,363 |
| Pre-Engineering | $173,745 | $43,436 | $217,182 |
| Design/PM/CM | $716,944 | $179,236 | $896,180 |
| Construction | $3,983,024 | $995,756 | $4,978,780 |
| Contingency | $499,320 | $124,830 | $624,151 |
| **Total** | **$5,492,525** | **$1,373,131** | **$6,865,656** |

2 chargers

$5,602,931 for capital cost

Noted at 5%, but actually calculated at 3%

Board of Supervisors

# 6. Capital Project Design Costs

- The Department of Public Works incurs increased construction costs for project design errors and omissions. Design errors and omissions, a preventable occurrence, accounted for $2.1 million in increased construction contract costs for 49 construction contracts completed in 2004 and 2005, or approximately 2.9 percent of total construction costs of $72.5 million.

- Despite the impact of design errors and omissions on construction costs, the Department does not measure the impact. Although the Bureau of Engineering previously had a performance goal to limit construction contract cost increases due to design errors and omissions to 3 percent, the Bureau does not currently measure such increases. The Budget Analyst found that more than 22 percent of contracts exceeded this goal. Eleven of the 49 construction contracts, or 22.4 percent, had cost increases of 3 percent or more due to design errors and omissions.

- The Department's Bureaus of Architecture and Engineering have project design quality assurance and control programs, but the Bureau of Engineering has not fully implemented their program. Further, the Department formed a task force to assess capital project quality assurance procedures but has not moved forward in evaluating or implementing the task force recommendations for the Department as a whole.

- Several common occurrences have contributed to the increased construction costs resulting from design errors and omissions. Projects designed by consultants can incur high costs. For example, the recently completed Juvenile Hall construction project, designed by a consultant, is expected to incur $9.3 million in additional costs due to design problems, equal to 18 percent of the $51.7 million construction contract. Although the Department intends to pursue a claim for professional liability against the architectural and engineering design contractor, in many contracts the City and not the consultant pays the increased costs

- The Department also needs to better coordinate with the Department of Building Inspection to ensure sign-off of construction projects and prevent delays.

- The Department needs to look at the costs of increasing site visits by the project designer and site testing during the design phase compared to the costs of contract change orders due to unforeseen site conditions to ensure that project designs are cost-effective.

## Management of Capital Projects

The Department of Public Works manages most of the City's General Fund capital projects. The Charter authorizes the City's enterprise departments – the Port, the Airport, the Public Utilities Commission, and the Municipal Transportation Agency – and the Recreation and Park Department to manage their own capital projects. The Department of Public Works manages the capital projects of the remaining departments, including street and other projects under the jurisdiction of the Department of Public Works, and provides engineering, architectural, and construction management services to the enterprise as well as the General Fund departments.

The Department of Public Works' engineers and architects serve as project managers for capital projects. The project designer serves as project manager for single discipline projects, such as electrical or structural engineering projects. The Department has also formed a project management group, which assigns engineers and architects as project managers for a limited tenure.

# Management of the Capital Project Design Process

The planning and design of projects is the key stage in determining the scope and costs of the capital project. The project designer drafts the construction specification documents that form the basis of the construction bid. The Department prepares construction cost estimates in-house or hires consultants specializing in construction contract estimation, depending on the type of project.

Client departments participate in planning most capital projects. The Department of Public Works' role is to support the planning process and execute the project plan. The Department's engineering and architecture staff design most of the Department's projects, although the Department will hire design consultants to design complex or specialized projects, such as health care or corrections facilities. The project design is the basis of the construction documents and construction cost estimates.

According to interviews with the Department of Public Works' engineers and architects, the capital project design is intended to meet Americans with Disabilities Act and building code requirements and industry standards. The designer needs to balance the client's project plans, code requirements and other standards, and cost restraints. The goal is to achieve a project design that balances design requirements and reduces the need for change orders during the construction phase of the project.

The Bureaus of Engineering and Architecture are responsible for the Department of Public Work's capital project design. Although project design can be complex and varies significantly by the type of project, design efficiency can be measured in part by the cost of the design compared to total construction costs, and the number of construction contract change orders attributed to design errors and omissions.

## Capital Project Design Costs

Generally, the Bureaus of Architecture and Engineering senior architects and engineers are responsible for meeting with clients, developing the scope of work, and assigning design work to staff within their sections. The Bureau of Architecture has a pool of consultants to assign design work in addition to the Department of Public Works' architecture staff. The Department also contracts with outside consultants to design complex or specialized projects.

The Department of Public Works encounters specific issues when managing design costs as a portion of overall project costs. As a public agency, the Department lacks the budget constraints of a private firm that must absorb excess labor costs. The Department must pay for all labor hours charged to a project. Conversely, the Department cannot offer pay incentives or retain funds for delivering the project at lower than budgeted costs. The Department also encounters higher design costs due to the higher regulatory and design standards for many public projects.

The Department must balance the need to cost-efficiently design projects while ensuring design thoroughness to avoid later construction change order costs for design errors and omissions.

The Department of Public Works' engineers and architectures expect design costs to make up approximately 7 percent to 15 percent of a project's costs, as a general rule. Design costs constitute a larger percentage of small projects. Specific types of projects, such as curb ramp construction, have a higher percentage of design costs due to the special issues encountered in designing the curb ramp, such as the location of utilities and street lights, basements, and other structures.

Benchmarking Design Costs

Seven California agencies, including the San Francisco Department of Public Works, have been participating in an ongoing capital improvement program benchmarking study. The *California Multi-Agency CIP Benchmarking Study – Update 2005* found that, for projects completed between January 1, 1999, and January 1, 2005, the project delivery costs as a percentage of total construction costs increased over time. The *Study* considered that the increased project delivery costs resulted from improved data collection, which identified project delivery costs more accurately, greater community involvement and coordination, and more stringent regulatory requirements.

When compared to the *Study's* benchmarks, the Department of Public Works project planning and design costs as a percentage of total construction costs are not high.

**Table 6.1**

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Consulting Products & Services

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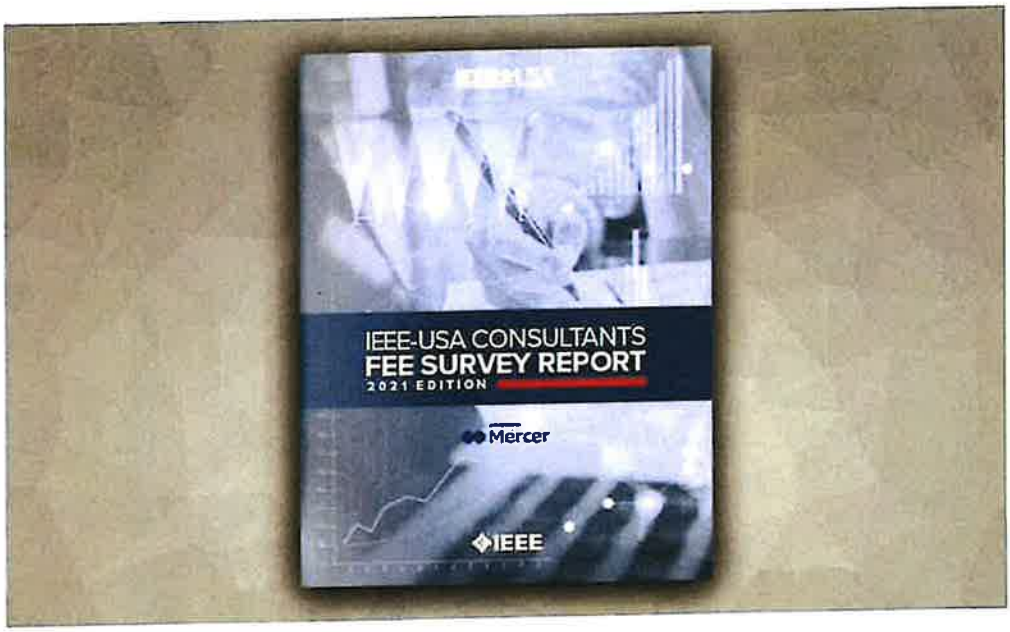
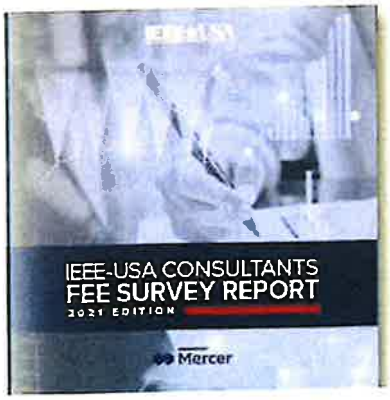
## By Paul Lief Rosengren

19 October 2021 0 5,772 3 minutes read



# IEEE-USA Consultants Fee Survey 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

U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Charts and Applications > Inflation Calculator

## CPI Inflation Calculator

# CPI Inflation Calculator

$ 170.00

in year1 month May  year1 year 2021

has the same buying power as

$203.01

in year2 month May  year2 year 2025

Calculate

adjusted 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 Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

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# Between the Poles



March 16, 2020

## Large ROI from subsurface utility engineering (SUE) for highway construction projects

Return on investment (ROI) studies 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

| All Stations Accessible Program - Budget Breakdown | | | | |
|---|---|---|---|---|
| Total Capital Cost (including contingency) | $ 5,602,931 | | | |
| Typical A&E percentage for large infrastructure projects | 7 - 15% | | | |
| Base cost low (7%) | $ 392,205.14 | | | |
| Base cost high (15%) | $ 840,439.58 | | | |
| Alternative base cost low (8%) | $ 448,234.44 | | | |
| Alternative base cost high (12%) | $ 672,351.67 | | | |
| Additional Services | Estimated Hours | Hourly Rate | Total Cost | Notes |
| Current Conditions Assessment | 690 | $200 | $138,000 | Assumes detailed current conditions assessment, including site visits and traffic analyses for 75% of the 46 stop pair locations to be analyzed. |
| Outreach Assistance | 262 | $200 | $52,400 | Assumes a 43 week design period--4 hours per week in FTE commitment over the course of the design process plus heavier commitment for each of three public meetings (3 FTEs at 10 hours per FTE) |
| Stop Consolidatation Evaluation | 240 | $200 | $48,000 | Working with RTA Planning and Scheduling Staff to determine opportunities for stop consolidation. Assumes 3 weeks of work for 2 FTEs (engineer and PM) |
| Cost Estimates | 180 | $200 | $36,000 | Preparation of Cost Estimates at the 30%, 60%, and 90% stages; assues 60 hours of week for 1 FTE per design deliverable (30/60/90) |
| Safety and Hazards Analysis | 60 | $200 | $12,000 | 40 hours for 1.5 FTE to review plans for safety and hazard risk and prepare a summary report |
| NEPA Assistance | 80 | $200 | $16,000 | 80 hours for 1 FTE to prepare materials from design drawings for NEPA constultant |
| Topographical surveys | n/a | n/a | $79,350 | Assumes $2300 cost per stop pair location (75% of 46 stop pairs) |
| Surveys - utility mapping | n/a | n/a | $156,882 | Estimated 2.8% of estimated cost of project for subsurface utility engineering; used high end of estimated range given location in a congested urban area |
| Resident Engineering | 1040 | $200 | $208,000 | Assumes four hour per day commitment of 1 FTE for resident engineering services over the course of a 52 week construction period |
| TOTAL | | | $746,632 | |
| Average range of basic A&E services | $ 588,307.71 | | | |
| Plus additional services | $ 1,334,939.76 | | | |

2817 Canal Street
New Orleans, LA 70119

# New Orleans Regional Transit Authority

## Board Report and Staff Summary

**File #:** 25-081 **Finance Committee**

LabMar Ferry Contract Extension

| | |
|---|---|
| DESCRIPTION: Authorization to Execute a One-Year Contract Extension with LabMar Ferry Services, LLC | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other | |

RECOMMENDATION:

To authorize the Chief Executive Officer to execute a one-year extension of the current agreement with LabMar Ferry Services, LLC, through December 31, 2026, in an amount not to exceed $10,525,778.00 as outlined in the draft 2026 operating budget.

ISSUE/BACKGROUND:

The current agreement with LabMar Ferry Services, LLC, for ferry operations and maintenance services is set to expire on December 31, 2025. A one-year extension is recommended to maintain operational continuity and ensure successful completion of major infrastructure projects currently underway. These projects include the renovation of the Algiers Point Ferry Terminal, procurement and installation of two new ferry landing barges, and integration modifications to support the use of the BELLE CHASSE II as a backup vessel. LabMar's active role in these projects has been instrumental, and their institutional knowledge is critical to timely and effective delivery. Transitioning to a new operator at this stage would introduce delays, operational risks, and increased transition costs.

A competitive bid solicitation for ferry operations and maintenance services is anticipated to be issued in 2026 to identify a long-term contractor following the expiration of this one-year extension.

DISCUSSION:

LabMar has been integrally involved in ferry operations and the design and planning of associated infrastructure. Their familiarity with the vessels, landing barges, and facility requirements ensures that ferry services continue safely and efficiently during project implementation. In addition, LabMar's technical expertise is crucial for the upcoming integration modifications necessary to accommodate the BELLE CHASSE II vessel. This contract extension is supported by formal justification and aligns with the extension provisions in Section 4 of the existing agreement.

FINANCIAL IMPACT:

The 2026 draft budget estimates a total cost of $10,525,778.00 for continued ferry operations and maintenance. This amount includes base operational costs, surge service support for major events, and RTA-requested items such as emergency drydocking and janitorial services.

**The anticipated funding sources are as follows:**

- $5,140,000 - State of Louisiana (Long-term Cooperative Endeavor Agreement with LADOTD)
- $1,800,000 - State Transportation Fund
- $1,200,000 - Ferry Passenger Fare Revenue
- $1,700,778 - RTA General Operating Revenue
- $685,000 - Preventive Maintenance funding through the Federal Transit Administration (FTA)

Funding will be included in the FY2026 operating budget and supported by the sources listed above.

NEXT STEPS:

Upon Board approval, the CEO will execute the extension agreement and coordinate with LabMar to ensure continuity of ferry services into the 2026 calendar year. Final budget allocations will be confirmed during the FY2026 budget adoption process.

ATTACHMENTS:

1. Resolution
2. Existing Agreement with LabMar Ferry Services, LLC
3. 2026 LabMar Ferry Contract Cost Estimate
4. LabMar Contract Amendment
5. 2025 Purchase Order

Prepared By: Anitra Honore
Title: Senior Administrative Analyst

Reviewed By: Brian Marshall
Title: Chief Transit Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

8/11/2025

Lona Edwards Hankins
Chief Executive Officer

Date

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

**RESOLUTION NO.**
**FILE ID NO. 25-081**

**STATE OF LOUISIANA**
**PARISH OF ORLEANS**

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**AUTHORIZATION TO EXECUTE CONTRACT EXTENSION WITH LABMAR FERRY SERVICES, LLC**

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Introduced by Commissioner (_____, seconded by Commissioner _____.

**WHEREAS**, the Regional Transit Authority (RTA) has an existing agreement with LabMar Ferry Services, LLC to operate and maintain the RTA's public ferry services, currently set to expire on December 31, 2025; and

**WHEREAS**, LabMar has played a key role in the planning and implementation of critical infrastructure upgrades to RTA's ferry system, including terminal renovations and barge procurement scheduled for completion in 2026; and

**WHEREAS**, a one-year extension is necessary to preserve institutional knowledge, ensure continuity of service, and mitigate operational and fiscal risks associated with transitioning providers during this period of significant infrastructure investment; and

**WHEREAS,** Section 4 of the existing contract authorizes extensions upon mutual agreement and at the sole discretion of the RTA; and

**WHEREAS,** the anticipated cost to extend the LabMar contract for one year is not to exceed **TEN MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS ($10,525,778.00)**, and the funding sources for this contract extension are as follows:

- $5,140,000 – Long-term Cooperative Endeavor Agreement with LADOTD
- $1,800,000 – State Transportation Fund
- $1,200,000 – Ferry Passenger Fare Revenue
- $1,700,778 – RTA General Operating Revenue
- $685,000 – Preventive Maintenance funding through the Federal Transit Administration (FTA)

**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 execute a one-year extension of the contract for the provision of ferry operations and maintenance services with LabMar Ferry Services, LLC, through December 31, 2026.

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

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

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

_____

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

## AGREEMENT FOR FERRY SERVICE OPERATIONS AND MAINTENANCE

This Agreement for Ferry Service Operations and Maintenance ("Agreement") is made and entered into as of January 28, 2021, by and between the New Orleans Regional Transit Authority ("RTA"), a political subdivision of the State of Louisiana, whose address is 2817 Canal Street, New Orleans, Louisiana, and LABMAR FERRY SERVICES, LLC ("Contractor"), a Louisiana corporation authorized to do business in the State of Louisiana.

### RECITALS

**WHEREAS**, the RTA and the State of Louisiana, Department of Transportation and Development, have entered into a Cooperative Endeavor Agreement ("CEA") for the operation of certain ferry services;

**WHEREAS**, the RTA conducted a competitive procurement process to select a Contractor to operate and maintain Ferry Service operating out of Facilities provided by the RTA;

**WHEREAS**, the Contractor was selected as the highest ranked proposer under the evaluation process and criteria established in Request for Proposals No. 2019-030;

**WHEREAS**, RTA has determined that because of temporary funding issues, that it wished to enter into an interim agreement, evidenced by the Interim Vessel Management Agreement for Ferry Service Operations and Maintenance ("Interim Agreement") entered into with the Contractor as of March 15, 2020;

**WHEREAS**, at the termination of the Interim Agreement, with an original contract term until December 31, 2020, but extended by the Parties until January 31, 2021, the Parties agreed, subject to funding, to enter into a long-term Agreement for Ferry Service Operations and Maintenance;

**WHEREAS**, the intent of this Agreement is to fulfill the Parties' covenant as part of the Interim Agreement to enter the long-term agreement referenced to in the above Whereas;

**WHEREAS**, as representative of the Parties' intent underlying this Agreement, and subject solely to the terms of this Agreement, Parties have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation:

1) The RTA hereby engages Contractor as an independent contractor to operate and maintain the Ferry Service, and Contractor hereby agrees to supply such services in accordance with the terms and conditions provided herein.

2) Contractor shall provide services for the RTA in the most efficient and economical manner possible while maintaining the quality and quantity of services as determined by the RTA.

3) Contractor agrees to substantially meet established performance measures as determined by the RTA while complying with all requirements of federal, state, and local law, including but not limited to requirements established by the United States Coast Guard (USCG) and Federal Transit Administration (FTA).

4) Contractor shall have authority to enter into, on its own behalf, all contracts necessary to perform the services specified herein, subject to approvals that may be

required as provided herein. Contractor shall not have the authority to contractually bind the RTA.

5) Contractor shall retain control and remain responsible for the safety of its employees, agents, servants, and subcontractors, as well as all invitees and patrons of the RTA. Contractor shall, at all times during the term of this Agreement, exercise safety precautions for the protection of all Contractor and RTA employees and patrons.

6) Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondences, and other documents may be subject to disclosure to members of the public pursuant to Louisiana Revised Statutes 44:1 *et seq.* In the event the Contractor fails to abide by the provisions of Louisiana Revised Statutes 44:1 *et seq.*, the RTA may, without prejudice to any other right or remedy and after giving the Contractor seven (7) Days written notice, during which period the Contractor still fails to provide or allow access to such documents, terminate the Agreement.

7) Contractor acknowledges that the RTA will perform oversight over the Contractor's services, as required by the FTA or as otherwise in the best interest of the RTA.

**WHEREAS**, the RTA and the Contractor have finalized mutually acceptable terms and conditions setting forth the rights and obligations of the Parties in this Agreement.

**NOW THEREFORE**, in consideration of the above and the mutual promises hereinafter given, the RTA and the Contractor have agreed as follows:

## SEC. 1 DEFINITIONS

(1) "Agreement" means this Agreement, including the Exhibits hereto, and any amendments agreed between the Parties that are required to complete the performance of the Agreement in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

(2) "Approval" or "Approved" means a written determination by the RTA that a particular plan, program, invoice, action, or submittal of the Contractor appears to meet the requirements of this Agreement.

(3) "Change of Control" means the existing owners of the equity interests of the Contractor shall cease to beneficially own 100% of such equity interests, notwithstanding the forgoing, any transfer for estate planning, tax or other similar purposes shall not be deemed a Change of Control.

(4) "Chief Executive Officer" means the RTA Chief Executive Officer or his or her designee.

(5) "Commencement Date" means the effective date of this Agreement, February 1, 2021.

(6) "Contract Month" means a calendar month during a Contract Year, or portion thereof if the Contract Term begins or ends mid-calendar month.

(7) "Contract Term" means the term set forth in Section 4 of this Agreement, which shall include any base term plus any successive extensions (if exercised).

(8) "Contract Year" means 12 successive Contract Months, the first day of which is on January 1, and the corresponding anniversary dates thereafter. However, Year 1 of the Contract will be for a term of February 1, 2021 to December 31, 2021.

(9) "Days" means business days recognized by the RTA, except that if the end of a period of time specified in this Agreement falls on any of the following days, the end of such period shall be deemed to fall on the next business day: (A) New Year's Day, Martin Luther King, Jr. Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day; and (B) any holiday recognized by the RTA on a weekday when that holiday falls on a weekend. "Deductions" means amounts assessed to the Contractor set forth in Section 21 of this Agreement.

(10) "Deductions" shall mean amounts assessed to the Contractor set forth in Section 21 of this Agreement.

(11) "DOTD" means the Department of Transportation and Development of the State of Louisiana.

(12) "Equipment" means the maintenance equipment, fareboxes and other fare collection equipment, computers, cameras, communications equipment, furniture at the Facilities, and other equipment and systems, to the extent used by the Contractor to provide services under this Agreement.

(13) "Facilities" means the following facilities provided to the RTA by DOTD to be used by the Contractor to provide services and operate and maintain the Vessels and Non-Revenue Vehicles under this Agreement, including all appurtenances thereto: (A) the Algiers Point/Canal Street Ferry Terminals; (B) the Chalmette/Lower Algiers Ferry Terminals; (C) Gretna Ferry Terminal; and (D) the Maintenance Facility located in 7320 Patterson Drive. The term "Facilities" also includes the landing barge therein fitted, including those barges owned by DOTD and chartered and sub-chartered pursuant to individual Charter Orders under the respective Blanket Bareboat Charter Agreements, or any temporary facility and/or landing barges that may needed by the Contractor to provide the services and operate and maintain RTA's assets under this Agreement. The term "Facilities" shall also include any other facility that RTA may provide to the Contractor as part of any additional Ferry Service that the Parties subsequently agree to be incorporated to this Agreement.

(14) "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

(15) "Ferry Service" means the following Ferry Service lines: (1) the Chalmette-to-Lower Algiers ferry line, (2) the Canal Street-to-Algiers Point ferry line and (3) the Gretna-to-Canal Street ferry line (currently suspended). The term "Ferry Service" shall also include any other Ferry Service line that the Parties subsequently agree to be incorporated to this Agreement.

(16) "Force Majeure" means (a) acts of God, such as hurricanes or tropical weather events; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, including the RTA, the USCG and the State of Louisiana; (g) national, state, Parish or regional emergency; and (h) shortage of adequate power or transportation facilities. It does not include Labor Actions;

(17) "HELM Connect" means the Vessel Maintenance and Management Systems provided by RTA and used by the Contractor to record and monitor maintenance performed on Vessels and Non-Revenue Vehicles, Vessel and Non-Revenue Vehicle

warranty repair information, parts inventory and utilization, fueling, and other activities and information.

(18) "Incentive Payment" means amounts awarded to the Contractor set forth in Section 21 of this Agreement.

(19) "Key Personnel" means the Contractor's President, General Manager, Port Captain, Port Engineer and Safety Manager.

(20) "Labor Actions" means labor-related incidents, such as strikes, work stoppages or slowdowns or other industrial disturbances.

(21) "Missed Trip" means a scheduled Trip that was not performed by a Vessel.

(22) "Management Fee" means the management fee due the Contractor, which shall be 10% of all Total Costs or $55,000 per Contract Month, at the discretion of the Contractor.

(23) "Non-Revenue Vehicle" means a Vehicle that is used to support Work under this Agreement (such as a supervisory, relief, or utility vehicle), but is not used in Revenue Service. The term includes both the Non-Revenue Vehicles provided by the RTA and the Non-Revenue Vehicles provided by the Contractor.

(24) "Operating Subsidy" means State of Louisiana public funding provided to assist in deferring the cost of Ferry Service.

(25) "Party" or "Parties" means the RTA and the Contractor, individually (each a Party) and collectively (the Parties).

(26) "Revenue Service" means the operation of a Vessel during the period which passengers can board and ride on the Vehicle.

(27) "Service Change" means a change to the Work provided by the Contractor under this Agreement as agreed among the Parties.

(28) "Surge Services" means additional Ferry Services above and beyond the normal weekday and weekend hours of service to serve demand created by special events and any emergency services set forth in Sections 18(e)(1) and 25 (including any additional frequency).

(29) "Total Cost" means the expenses incurred in the operation, maintenance, supervision, and support of Ferry Service or Work, including without limitation (i) the costs set forth in Section 5(b)(A)-(G), (ii) any insurance premium, deductible, fees and expenses, (iii) reasonable travel and out-of-pocket expenses incurred by Contractor in connection with the performance of the Work (including oversight of maintenance and repairs of Vessels, Non-Revenue Vehicles, Equipment and Facilities), (iv) all sales, use and excise taxes, ad valorem and any other taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Contractor hereunder that are applicable to the Work, provided, that, in no event shall the RTA pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets, (v) employee payroll taxes including liability related to worker's compensation, unemployment insurance, social security, and employee benefits, (vi) employee wages, salaries, health benefits, retirement, and other employee benefits and all costs of training, (vii) any audit establishing the conditions of the Vessel and Non- Revenue Vehicle fleet, Facilities and

Equipment used in the Work, (viii) any training costs and employee on-boarding costs, including but not limited to pre-employment physicals, drug testing, background checks; (ix) any auditing costs; (x) any software or systems used in the Ferry Service or Work; (xi) any other expenses incurred in providing Ferry Service or Work, including any Surge Services and (xii) legal fees and expenses related to the foregoing. Total Costs shall include, for the avoidance of doubt, all costs and expenses set forth in 5(b)(A)-(G).

(30) "Trip" means a one-way movement of a Vessel in service from one terminus to another terminus of a single route.

(31) "Vehicle" includes the Non-Revenue Vehicles used by the Contractor in providing services under this Agreement.

(32) "Vessels" includes the ferries owned by DOTD and/or covered from time to time under the Blanket Bareboat Charter Agreements, as amended, between DOTD and RTA (as Owner and Charterer, respectively) and between RTA and Contractor (as Charterer and Sub-Charterer, respectively), and separately chartered under individual charter orders, all attached hereto as Exhibit B and Exhibit C, as follows:

1. Thomas Jefferson
2. Capt. Neville Levy
3. Col. Frank X. Armiger
4. RTA 1
5. RTA 2

The term "Vessels" shall also include any other ferry that the Parties subsequently agree to be incorporated to this Agreement. Additionally, all defined terms in the Blanket Bareboat Charter Agreement, Blanket Bareboat Sub-Charter Agreement, and the CEA shall have the same meanings in this Agreement, unless expressly defined otherwise herein.

(33) "Work" means all the services and responsibilities to be performed by the Contractor under this Agreement, as specified, stated, or implied in this Agreement, including any Surge Services provided, and material furnished or utilized in the performance of services, and workmanship in the performance of services.

## SEC. 2 SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES, AND ALLOCATION OF RESPONSIBILITIES

(a) Summary of Scope. The Contractor, pursuant to transit and maritime industry recognized guidelines and practices, shall perform all day-to-day operational, maintenance, and other support functions as delineated in the CEA, except for (i) responsibility for planning, (ii) the responsibility for developing specifications under Article III (Section 3.5 of the CEA), and (iii) the responsibility for marketing, customer service, community outreach and branding for Ferry Services under Article IX of the CEA, as described in this Agreement. Furthermore, the Contractor shall perform such Work, pursuant to transit and maritime industry recognized guidelines and practices, in accordance with Exhibit C Blanket Bareboat Sub-Charter Agreement and Sub-Charter Orders. In the event that any term or condition of the CEA or Exhibit C Blanket Bareboat Sub-Charter Agreement and Sub-Charter Orders contradicts this Agreement, the contradictory term or condition in this Agreement shall prevail. This Agreement is intended to supplement and clarify the requirements of Exhibit C Blanket Bareboat Sub-Charter

Agreement and Sub- Charter Orders, and this Agreement should not be interpreted to amend the requirements of Exhibit C Blanket Bareboat Sub-Charter Agreement and Sub-Charter Orders except where it expressly contradicts. Furthermore, Contractor shall assist the RTA and the RTA's consultants (or other designee) in obtaining Certificates of Inspection, Charter Orders, and any other agreements or approvals necessary for Ferry Service using the Vessels selected by the RTA.

(b) Contractor Performance Requirements. The Contractor shall be required, at all times during the term of this Agreement, to use commercially reasonable efforts to (i) perform all services diligently, carefully, and in a professional manner; to (ii) have and maintain all required authority, licenses, professional ability, skills, training, personnel, and capacity to perform the Contractor's obligations under this Agreement; to (iii) furnish all insurance, labor, supervision, machinery, material, and supplies necessary therefore (other than Equipment supplied by the RTA), as required under this Agreement; and (iv) to comply with all terms and conditions of this Agreement and the other Contract Documents.

(c) Contractor Representations and Warranties. The Contractor represents and warrants as follows:

(1) The Contractor has all licenses and permits necessary to perform the Work in accordance with this Agreement.

(2) The Contractor has reviewed the Work and warrants that such services can be performed for the compensation provided to the Contractor under this Agreement, without any increase in such compensation during the Contract Term other than as set forth herein.

(3) The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals.

(4) As of the date of this Agreement, there are no changes in ownership or control of the Contractor, and none are pending or in process.

(5) As of the date of this Agreement, there are no existing or threatened legal proceedings against the Contractor, known to the Contractor, that would have a material adverse effect on its ability to perform its obligations under this Agreement.

(d) Contractor Covenants. Contractor agrees, during the Contract Term, as follows:

(1) The Contractor shall maintain all licenses and permits necessary to perform the Work in accordance with this Agreement.

(2) The Contractor will provide personnel for the performance of the Work who are properly trained and possess all professional skills, capability and licenses necessary for the performance of the Work and their assigned duties.

(3) The Contractor will perform the services under this Agreement in accordance with all requirements set forth herein.

(4) The Contractor will comply with all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals.

(5) In the event that a Change of Control arises during the Contract Term, Sec. 30 of this Agreement shall apply.

(6) In the event a legal proceeding is threatened, to the Contractor's knowledge, against the Contractor that may have a material adverse effect on its ability to perform its obligations under this Agreement, the Contractor shall provide the RTA notice of no less than ten (10) Days after the Contractor knows of the threatened legal proceeding.

(7) The Contractor agrees to take all action reasonably necessary to ensure the uninterrupted operation of the Ferry Service in the U.S. coastwise trade. Upon the request of the RTA, such action may include obtaining approvals to conduct ferry operations from the USCG, U.S. Maritime Administration, U.S. Customs and Border Protection and any other regulatory authority. If the services of a subcontractor are required to ensure the uninterrupted operation of the Ferry Service, the Contractor agrees to procure the services of a qualified subcontractor, subject to the prior written Approval of the RTA under Section 32 of this Agreement.

(e) Contractor Duties.

(1) The Contractor shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under this Agreement, which include, but are not limited to, the following: maintaining all Vessels and Non-Revenue Vehicles; maintaining the Facilities; maintaining the Equipment; providing operators, mechanics, and all other project personnel; training personnel as necessary; developing administrative procedures and financial records; providing all reports required by this Agreement; providing security for the Vessels and Non-Revenue Vehicles and the Facilities; arranging for fuel deliveries, fueling, and accounting for fuel used; and developing methods to improve effectiveness and maximize service efficiency.

(2) The Contractor shall be responsible for all costs of performing the Work and providing operations and maintenance services, in each case in accordance with this Agreement.

(3) In operating services under this Agreement, the Contractor shall use commercially reasonable efforts to implement policies which emphasize maintaining courtesy to passengers, adequate training (including training consistent with the RTA's Customer Service Guidelines) designed to minimize employee turnover and maximize On-Time performance, providing well-maintained and mechanically safe Vessels, and providing backup Vessels or coordinating with RTA to provide alternative services in an expeditious manner in the event of breakdowns and other service-related items that affect the reliability of service and otherwise carrying out all contractual obligations in a safe and reliable manner.

(4) In providing services under this Agreement, the Contractor shall comply with the RTA Procurement Manual; the RTA Accident and Incident Investigation procedure; the RTA Disadvantage Business Enterprise Program; the RTA Drug and

Alcohol Free Workplace; the RTA Equal Employment Opportunity/Affirmative Action Program; RTA's Customer Service Guidelines; the RTA Vehicle Condition Policy; the RTA Maintenance Staffing Requirements; the RTA Uniform Policy; the RTA Fare Collection Policy; the RTA Facility PM Program; the RTA Ferry Vessels Maintenance Plan; the Minimum Wage Requirements set forth in Exhibit D; the RTA System Safety Program Plan/Agency Safety Plan set forth in Exhibit F, and with all of the Contractor's plans and programs as approved by the RTA; the RTA City Assisted Evacuation Plan set forth in Exhibit G. RTA reserves the right to adopt and/or update any of these policies during the duration of this Agreement. However, the Contractor shall not be required to comply with any policies, or amendments to policies, not provided in writing by RTA, upon reasonable notice", but not within less than five (5) Days.

(5) Contractor acknowledges and agrees to provide information or reports as reasonably requested by the RTA, including but not limited to information relating to Ferry Service operations, reportable accidents and maintenance that is required to be submitted into the National Transit Database.

(6) Contractor acknowledges that it is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, Contractor also acknowledges that RTA has implemented a Disadvantaged Business Enterprise (DBE) Program designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy. The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority. The RTA is a recipient of federal transit funds from the U.S. Department of Transportation's FTA. As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26). Contractor acknowledges and agrees to abide by RTA's Disadvantaged Business Enterprise programs or policies set forth in Exhibit D.

(7) Contractor Assurance. The Contractor, and any of its subcontractors, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, veteran status, political affiliation, or disabilities in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 Code of Federal Regulations Part 26 in the administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the RTA deems appropriate. Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended. Notwithstanding anything to the contrary contained herein, in the event of any conflict between any federal requirements and the other requirements of this Agreement, the federal requirements will prevail, take precedence, and be in force over and against any such conflicting provisions. The FTA's required contract clauses are attached and incorporated into this Agreement as

Exhibit E.

(8) DBE Participation. The Parties agree to set a DBE goal of 10 percent (%) of the Total Cost paid by RTA. The DBE goal is for commercially useful services. Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

(9) Prompt Payment. The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract obligations no later than five (5) Days from the receipt of each payment the Contractor receives from the RTA. The Contractor further agrees to return retainage payment to each subcontractor within five (5) Days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all lien delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

(f) RTA Duties. The RTA shall be responsible for carrying out its obligations under this Agreement, which include: providing Vessels; providing Non- Revenue Vehicles in accordance with this Agreement; providing Equipment and inventory as specified in this Agreement; providing ridership information, fare data and media including, but not limited to, transfer forms and bus passes; providing marketing and advertising services; paying fuel costs and utility costs for Vessels, Vehicles and Facilities; responsibility for all Vessels, Vehicles, Facility and infrastructure maintenance (to the extent required under this Agreement), including the cost of services, materials, and supplies; planning and scheduling of transit services; conducting community outreach duties, and providing and managing customer call center operations. Consistent with the responsibility to schedule transit services, the RTA may require that the Contractor implement a significantly revised transit deployment plan no more than three (3) times per year, provided that the RTA provide the Contractor thirty (30) calendar days' notice prior to the implementation of any Service Change.

(1) In the event, however, that RTA requires the Contractor to pay for any of RTA's responsibilities listed in the above subsection, such expenses shall not be considered Total Costs, and RTA agrees to reimburse the Contractor, at cost, plus the Contractor's 10% Management Fee, for such expenses. Accordingly, such reimbursable expenses shall not be part of the compensation specified in Section 5 of this Agreement.

(2) RTA agrees to provide Contractor with Ridership Report in order for Contractor to reconcile cash received during voyages.

**SEC. 3 [RESERVED]**

(a) [RESERVED]

**SEC. 4 CONTRACT TERM**

(a) Term. The Agreement will become effective on the Commencement Date. The term of this Agreement shall be from its effective date through December 31, 2025.

(b) Option to Extend Contract Period. At least one hundred and twenty (120) calendar days prior to the end of the Contract Term, the RTA shall notify the Contractor in writing whether it intends to exercise its option to extend the term on terms to be agreed to. The decision as to whether to exercise each extension shall be at the RTA's sole discretion.

**SEC. 5 COMPENSATION FOR SERVICES**

(a) Basis for Compensation. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of this Agreement, the RTA shall pay the Contractor the sum of (i) Total Costs, plus (ii) the Management Fee.

(b) Not to Exceed Amount. The Parties agree that the annual contract amount will not exceed the annual budget submitted by Contractor, as may be supplemented from time to time, and approved by the RTA. Subject to Sec. 44 of this Agreement, the Parties agree that annual contract amount shall not exceed the following amounts:

| Contract Year | Amount |
|---|---|
| 1st | $7,848,382.00 (for the period commencing February 1, 2021 through December 31, 2021) |
| 2nd to 5th | As agreed, but the annual contract for the 2nd year shall not exceed 3% of $8,442,843.00. The contract amount for years 3 through 5 shall not exceed 3% increase of prior year's contract amount, allocated to increase in wage costs |

(c) Scope of Compensation. The compensation provided to the Contractor as described in this Section shall cover the costs of performing the Work and complying with the requirements set forth herein, including: (A) all costs of maintaining and repairing the Vessels and replacing Vessel components and parts as necessary (except as provided for in Sections 11(m) and (n)); (B) all costs of maintaining and repairing the Non-Revenue Vehicles (whether supplied by RTA or the Contractor) and replacing Non- Revenue Vehicle components and parts as necessary (except as provided in Section 11(m)); (C) the costs of all equipment and supplies necessary for the performance of services (other than Equipment provided by the RTA); (D) all costs of maintaining and repairing all Equipment (except as provided for in Section 13(c)(4)) or supplies and replacing supplies, if necessary; (E) all costs of maintaining and repairing the Facilities and maintaining and repairing the Equipment therein (except as provided in Section 13(c)(4)); (F) all costs of Contractor personnel providing management, operations, maintenance, and related services under this Agreement, including all costs of employee wages, salaries, health benefits, retirement, and other employee benefits and all costs of training; and (G) all costs associated with the implementation of the plans and programs submitted by the Contractor. All repairs pursuant to Section 11(h) of this Agreement are for RTA's account and shall be deemed a Total Cost, subject to the Contractor's 10% Management Fee, provided Contractor pays the vendor for such repairs. The Contractor will have no other

right or claim to compensation, payment, or reimbursement from the RTA, except as otherwise expressly provided in this Agreement.

(d) Compliance with Regulation. The Parties agree to comply with 48 CFR 31.2, if applicable.

**SEC. 6 [RESERVED]**

**SEC. 7 SURGE SERVICE**

(a) Surge Services. The RTA may, in its discretion, request the Contractor to operate Surge Services. Any such request shall be made in writing and shall be made not less than twenty-one (21) Days in advance of the date the Surge Services will be needed. The Contractor shall provide the Surge Services requested unless the Contractor provides a reasonable basis to the RTA that providing such services would have an adverse impact on its ability to provide the operations and maintenance services required under this Agreement. If the Surge Services are requested upon notice of less than ten (10) Days, the Contractor agrees it will make a good faith effort to provide such services within the timeframe requested.

**SEC. 8 INVOICES**

(a) Submittal. During the Contract Term, the Contractor shall submit an invoice for each Contract Month of operations to the RTA, no later than the 10th calendar day of the following month, in the format reasonably prescribed by the RTA. Each invoice shall include all documentation and supporting information reasonably needed to calculate the payment due under Section 5(a), as described in subsection (b). RTA may request the Contractor, however, to submit a separate monthly invoice for certain of the services provided pursuant to this Agreement.

(b) Supporting Materials. Invoices shall be supported by the reports submitted by the Contractor in accordance with Section 22 of this Agreement and other documentation or information reasonably requested by the RTA, including documentation of Total Costs incurred. Any costs not allowed as provided for in 48 CFR 31.2 will not be approved or authorized, and such unallowable costs shall be reimbursed to the RTA upon request within 15 calendar days of the date the invoice is paid by the RTA.

(c) RTA Review and Payment. Payment will be made by the RTA within ten (10) calendar days after the date an invoice is sent by Contractor.

(d) Audits and Reviews. The RTA may, at any time, conduct an audit (or an agreed upon procedure review, in lieu of an audit) of any records kept by the Contractor that are directly or indirectly related to the services provided under this Agreement. Any overpayment or underpayment uncovered in such an audit (including any inconsistency, irregularity, discrepancy, under-billing or over-billing, or unsubstantiated billing) revealed as a result of the audit (or an agreed upon procedure review, in lieu of an audit) may be charged or credited (as the case may be) against future payments due the Contractor. Prior to withholding payment or deducting amounts from future invoices, the RTA will give notice to the Contractor and provide the Contractor with an opportunity to state its position on the issue presented and provide corrected or updated information.

(e) Annual Budget. Sixty (60) days prior to the end of each calendar year, Contractor shall submit an annual budget for the Contractor's services to the RTA for upcoming calendar year (or portion thereof), listing all projected operating expenses.

## SEC. 9 STAFFING AND PERSONNEL REQUIREMENTS

(a) Contractor Responsibility; Indemnification.

(1) The Contractor shall be solely responsible to the RTA for the satisfactory work performance of all its employees as described in this Agreement or in any performance standard established by the RTA.

(2) The Contractor shall be solely responsible to the RTA for payment of all its employees' salaries, wages, and benefits in accordance with applicable collective bargaining agreements. In addition, the Contractor shall be solely responsible for payment of any of its subcontractors. The RTA shall have no role in the determination of salaries, wages, benefits, or other terms and conditions of employment.

(3) The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and the Americans with Disabilities Act, subject to the indemnification set forth in Sec. 9(p)(1).

(b) General Manager. The Contractor shall, from time to time, designate a General Manager who shall oversee the proper operation of the Ferry Services and overall performance of the Work. The General Manager shall be 100 percent dedicated to providing the foregoing services unless the RTA provides prior written Approval for a lesser time dedication, which may be revoked or modified at any time.

(c) Key Personnel. The Contractor shall, from time to time, designate Key Personnel. Key Personnel shall be 100 percent dedicated to providing their services under this Agreement unless the RTA provides prior written Approval for a lesser time dedication, which may be revoked or modified at any time. None of these Key Personnel positions can be combined without the prior written Approval of the RTA.

(d) Changes in Key Personnel. The Contractor shall provide written notice to the RTA if it shall remove or reassign any Key Personnel at any time during the Contract Term.

(e) Requirement for a Qualified Workforce; Compliance with Staffing Plan.

(1) The Contractor shall provide and maintain throughout the Contract Term a sufficient number of properly qualified personnel, having the necessary skills, training, and experience to operate and maintain the Vessels and Non-Revenue Vehicles and the Equipment, and systems used to perform the Work, to maintain the Facilities, and to provide all other services and tasks required in the performance of the Work.

(2) [RESERVED]

(3) All of the Contractor's employees, at all times while on duty in the performance of service required under this Agreement, shall be neatly and cleanly dressed and shall at all times maintain a courteous and cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained by the Contractor to give accurate information concerning routes and schedules of services as Approved by the RTA.

(4) [RESERVED]

(f) Uniforms and Appearance. The Contractor shall assure that its employees comply with the RTA Uniform Policy. Vehicle and Vessel operators shall be in

uniform acceptable to the RTA and shall wear tags in clear sight and clearly displaying their names while performing their duties. Upon notice from the RTA concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, the Contractor shall take all steps reasonably necessary to remove or alleviate the cause of the objection. Employees shall not wear uniforms while off duty. RTA specifically agrees that Contractor's logo will be allowed on all employee uniforms in the form agreed to between RTA and Contractor from time to time.

(g) DMV and Background Checks.

(1) The Contractor shall conduct pre-employment Department of Motor Vehicles ("DMV") checks of all prospective employees intending to perform Work under this Agreement and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's licenses of all employees whose jobs require them to operate Non-Revenue Vehicles. The Contractor shall have any Approved subcontractors, with whom it has specifically contracted with to perform services under this Agreement, conduct pre-employment DMV checks of all prospective employees intending to perform Work under this Agreement and check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's license of all employees whose jobs require them to operate the Non-Revenue Vehicles. The Contractor shall notify the RTA of the results of such checks and the corrective actions taken, if any. The Contractor shall also conduct pre-employment criminal background checks on all prospective employees intending to perform Work under this Agreement and shall not, subject to the qualifications in paragraph (3) below, knowingly hire any individual with a felony conviction or other offense that makes such individual unsuitable for Work under this Agreement.

(2) The Contractor shall also conduct annual criminal background checks on all employees intending to perform Work under this Agreement and shall not, subject to the qualifications in paragraph (3) below, knowingly retain in service any individual with a felony conviction or other offense that makes such individual unsuitable for Work under this Agreement.

(3) Any decision by the Contractor to fail or refuse to hire or retain an individual due to a prior felony conviction or other offense shall be made on a case by case basis and shall be justified on the grounds it is job related in accordance with Equal Employment Opportunity Commission requirements.

(h) Specific Qualifications for Operators, Mechanics, and Supervisors.

(1) The Contractor shall take reasonable steps to assure that all operators, maintenance, and other personnel are fully and adequately trained, and shall have all required licenses and certifications, to carry out their respective responsibilities regarding the operation, maintenance, and fueling of the Vessels and Non-Revenue Vehicles employed in services under this Agreement, and the operation and maintenance of all Equipment and systems used in the performance of the Work, including fareboxes, destination signs, and surveillance equipment. The Contractor shall also take reasonable steps to assure that all operations and maintenance trainers are fully and adequately trained on the Helm Connect.

(2) The Contractor shall require each Vessel and Non-Revenue Vehicle operator to have and maintain all required licenses, certifications, Louisiana driver's licenses, medical certificates, and other DOTD, USCG, and Louisiana DMV required

qualifications and certifications.

(3) [RESERVED]

(4) The Contractor shall make sure a clock is installed in the Captain's quarter and that the crew will have access to adequate time keeping measures.

(5) The Contractor shall require each operator to have a copy of required licenses and medical card in his or her possession at all times during the operation of a Vessel or other performance of his or her duties. The Contractor shall randomly check operators to assure full compliance with this requirement.

(i) [RESERVED]

(j) [RESERVED]

(k) Compliance with Drug and Alcohol Testing Policy. The Contractor shall comply with its Drug and Alcohol Testing Policy and with other drug and alcohol testing rules and regulations as may be required by the FTA or the USCG, as applicable, at all times during the Contract Term. The Contractor shall provide quarterly reports to the RTA, maintain random testing information and make it available for applicable federal regulatory agency's reviews/audits, and shall make other information regarding its surveillance program available to the RTA upon request. The Contractor's drug and alcohol testing and reporting shall specifically cover the Contractor employees performing services for the RTA under this Agreement. Any part of the Policy that is held to be unenforceable will not affect the other provisions of the Policy.

(l) Minimum Wage. The Contractor shall comply with the Minimum Wage requirements of the City of New Orleans for employees of City Contractors set forth in Exhibit D and with the requirements of the collective bargaining or protective agreements in compliance with subsection (p) of this Section and shall also comply with any modifications to those requirements that take effect during the Contract Term. These requirements are intended as minimum wage levels for work performed by the Contractor's employees under this Agreement. The RTA reserves the right, during this Agreement term, to require documentation of compliance with these requirements through payroll records or other evidence.

(m) Worker's Compensation. The Contractor certifies that it is aware of the provisions of Louisiana Revised Statutes Section 1161 of Title 23, Labor and Workers' Compensation, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees that, as required by Section 26(a)(4) of this Agreement, it will comply with such provisions and submit satisfactory evidence to the RTA of such insurance or self-insurance before commencing the performance of Work under this Agreement and annually thereafter.

(n) [RESERVED]

(o) Third Party Agreements. Unless otherwise expressly agreed to in writing by the RTA, all obligations of the Contractor arising under any contract or agreement between the Contractor and a third party relating to the services the Contractor provides hereunder (Third Party Agreement) are the sole responsibility of the Contractor, and, subject to federal, state and local laws and regulations: (1) shall not be interpreted or applied to impose any financial, legal, or other obligations on the RTA; and (2) shall not be binding on or applicable to any subsequent contractor providing operations and maintenance services

for the RTA. In particular, any such Third-Party Agreement that has a term or duration that extends beyond the then-current term of this Agreement shall not impose obligations on, apply to, or otherwise affect the RTA or any subsequent contractor. Responsibility to review, approve and pay of a Third Party Agreement shall rest solely on the Contractor.

(p) Section 13(c) Obligations.

(1) The Parties acknowledge the CEA requires that the DOTD shall remain solely financially responsible for any FTC (13)(c) liabilities. RTA agrees to enforce such agreement for the benefit of the Contractor, and indemnify and hold Contractor harmless in connection with Claims related thereto. Additionally, the Contractor shall cooperate with the RTA in the resolution or defense of any Section 13(c) claims for which the RTA has responsibility (such as through the provision of employee payroll records and other employee information, in accordance with existing law), and in the implementation of any Section 13(c) remedies.

(2) As the RTA's contractor and the employer of public transit employees, if applicable, the Contractor is obligated to bargain collectively with any union representing its employees, to comply with the terms and conditions of any collective bargaining agreement it enters into with such union, and to comply with the requirements of subsection (n), Terms of Hiring, of this Section.

(q) Accrued Liabilities. The Contractor shall be responsible for the payment of all liabilities to its employees accrued during the Contract Term (including any option periods), including accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement (if applicable) between the Contractor and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by the Contractor at the end of the Contract Term and no additional compensation shall be provided by the RTA for such accrued liabilities. The Contractor shall not have any obligation for the liabilities of the prior contractor to its employees.

(r) Limitation. Nothing in this Section shall be construed as requiring the Contractor to hire any employee who fails to successfully complete a background check, drug and alcohol testing or to pass a physical examination appropriate to his or her position.

## SEC. 10 OPERATIONS STANDARDS AND PERFORMANCE REQUIREMENTS

(a) [RESERVED]

(b) Operating Performance Standards. The Contractor shall adhere to the following operating performance standards:

(1) Vessels and Non-Revenue Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.

(2) Service shall be provided as scheduled or according to any adjusted schedule established by the RTA, including route modifications required as a result of a declared emergency under Section 25.

(3) The Contractor shall use commercially reasonable efforts to maintain On-Time performance in accordance with published schedules.

(4) The Contractor shall provide staff to manage vehicular and passenger queues and provide information to passengers.

(5) Ferry Service shall be operated in accordance with the requirements of the following which shall have precedence over all other requirements:

a. USCG Operations Requirements, per 46 CFR Subchapter H (Part 71) and 46 CFR Subchapter T (Part 175);

b. USCG Maritime Security Requirements: Vessels, per 33 CFR Subchapter H (Part 103);

c. Environmental Protection Agency (EPA) Vessel General Permit (VGP) Requirements; and

d. USCG Non-Tank Vessel Response Plan (NTVRP), per 33 USC 1321(j)(5).

(6) Ferry Services may be reduced or suspended for safety reasons in the sole discretion of the Master of any Vessel at any time, who shall as soon as practically possible notify the Chief Executive Officer or his or her designee.

(c) Personnel Performance Standards. The Contractor shall adhere to the following personnel performance standards:

(1) Regularly assigned operators or a trained backup must be available daily to ensure consistent and reliable service under this Agreement.

(2) All Contractor personnel are responsible for knowledge of the service. Contractor personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations including sensitivity training. Contractor personnel must also promptly report all passenger complaints and/or operation problems to the General Manager or his or her designee. All passenger complaints must be addressed and reported to the RTA in accordance with Sections 22(b)(7) and 23.

(3) Operators must accurately and completely submit the required operating reports each day. Daily reporting includes, but is not limited, to Vessel Captain's timely contacting and notifying RTA's Dispatch on whether there is anticipated disruption in service, or the Vessel has encountered any situation that causes a disruption in service, whether prior to the start of service or before the end of scheduled service, respectively.

(d) Adherence to Schedule.

(1) The Contractor shall use reasonable efforts to adhere to the coordinated system schedule as provided by the RTA, which system schedule shall be based on available equipment and labor and within reasonable running times, and shall assume responsibility for performance on each route.

(e) Farebox. The Contractor is responsible for fare collections and shall provide all necessary cashier and fare collectors. The RTA agrees to provide Contractor with a monthly accounting of riders who use electronic tickets and such other information reasonably requested by Contractor in order to fulfill Contractor's internal controls or audit requirements.

(f) Data Collection. The Contractor shall be responsible for regularly collecting and reviewing all data reasonably requested to be collected and reviewed by the RTA, and for making all such information available to the RTA upon its request. The RTA shall provide the Contractor with templates and reporting software to prepare these reports.

## SEC. 11 VESSEL AND NON-REVENUE VEHICLE MAINTENANCE, APPEARANCE, AND RELATED REQUIREMENTS

(a) Vessels. The RTA shall provide sufficient Vessels, including spares, for use by the Contractor in providing the Ferry Service required under this Agreement. The RTA-provided Vessels shall not be used for any non-revenue purposes with the exception of training, regulatory inspections and/or conducting sea-trials to ensure safe operation of the Vessel.

(b) Non-Revenue Vehicles. The RTA shall provide Non-Revenue Vehicles for use by the Contractor in providing the Work required by this Agreement. The RTA-provided Non-Revenue Vehicles may be used by the Contractor solely for the performance of services under this Agreement.

(c) Condition Upon Return. Upon termination of this Agreement (for whatever reason), the Contractor shall return such Vessels, Non-Revenue Vehicles, and Equipment to the RTA in a safe and sound mechanical condition, subject to ordinary wear and tear. However, Contractor is exempt from this requirement in the event that the RTA determines that a Vessel will not go through certification, or can't pass certification because of Contractor's inability to perform appropriate maintenance because costs involved were not authorized by RTA.

(d) [RESERVED]

(e) Vehicle Maintenance and Condition Standards. The Contractor shall, at all times during the Contract Term, comply with its approved Vessel and Non- Revenue Vehicle Maintenance Program and with the mechanical, safety, and appearance standards. The Contractor shall cause all components of each Vessel and Non-Revenue Vehicle, including body, engines, batteries, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction or otherwise to be replaced. Any Contractor-supplied Non-Revenue Vehicles must, at a minimum, be maintained using the same preventive maintenance, graphic, and cleanliness standards as the RTA-provided Non-Revenue Vehicles. Contractor shall determine in its professional judgment whether any Non-Revenue Vehicle must be replaced or may be repaired, and in all such instances where replacement is required, pursuant to the RTA procurement process.

(f) Vehicle and Vessel Appearance.

(1) The Contractor shall be responsible for maintaining the appearance of all Vessels and Non-Revenue Vehicles. All Vessels must display a clean appearance each time the Vessel departs the operating Facility to enter Revenue Service and must be kept clean.

(2) All Vessels and Non-Revenue Vehicles, including Non-Revenue Vehicles provided by the Contractor, shall have the decals, graphics, color-schemes and/or logos prescribed or approved by the RTA, located on the Vessels and Non-Revenue Vehicles in accordance with the RTA's direction, and shall have no other markings or brandings (other than those of Contractor). RTA specifically agrees that Contractor's logo will be allowed on all Vessels and Non-Revenue Vehicles in the form agreed to between RTA and Contractor from time to time.

(g) Inspections.

(1) Each Vessel must receive a daily inspection by the operator scheduled to operate the inspected Vessel prior to being placed in service and at each change in operators. The operator will utilize HELM Connect technology previously provided by the RTA. If the technology is not available, then the operator will conduct and supply a manual daily backup record. Daily inspections must be supplemented by regular time inspections to ensure safe and proper operating condition of Vessels. A record of all such inspections shall be kept by the Contractor in the operators' Daily Reports and shall be available to the RTA upon request.

(2) The Contractor shall maintain a satisfactory USCG vessel and Louisiana vehicle inspection status, as applicable, throughout the term of this Agreement. If the Contractor receives a deficiency notice or an unsatisfactory rating from the USCG (including form CG-835), State, or municipal authority, the Contractor shall so notify the RTA immediately by telephone and in writing and shall identify steps that will be taken to correct any deficiencies. If any Vessel is withdrawn from service by a USCG, State, or another cognizant authority, including the RTA, such Vessel shall not be operated.

(3) The RTA reserves the right, in its sole discretion, to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the Contractor, any Vessel or Non-Revenue Vehicle which the RTA deems unacceptable. In the event any Vessel or Non-Revenue Vehicle is rejected permanently by the RTA as a result of a condition, the RTA shall be responsible for the replacement of such Vessel or Non-Revenue Vehicle (including on-board Equipment).

(h) Maintenance and Preventive Maintenance.

(1) Contractor shall perform maintenance, including routine preventive maintenance inspections and servicing, on Vessels, Non-Revenue Vehicles, and Equipment as directed by RTA or in Contractor's professional judgment.

(2) Contractor shall maintain all Vessels and Equipment in accordance with the requirements of the Blanket Bareboat Sub-Charter Agreement and Charter Orders.

(3) All maintenance shall be conducted in accordance with the requirements of USCG Inspection & Certification Requirements, per 46 CFR Subchapter H (Part 78) and 46 CFR Subchapter T (Part 175), which shall have precedence over all other requirements.

(4) There shall be an accounting of all maintenance expenses.

(i) Parts and Supplies. In carrying out all scheduled and unscheduled Vessel and Non-Revenue Vehicle maintenance and repairs, the Contractor shall use parts and supplies from the original Equipment manufacturer (OEM), unless the RTA provides advance written Approval for the use of specific after-market non-OEM products and supplies.

(j) HELM Record Keeping.

(1) The RTA agrees that Contractor will use HELM Connect Maintenance Management System for the Vessels and Non-Revenue Vehicles, to be used as a stand-alone system or in addition to the Contractor's standard record keeping system.

The RTA reserves the right to require the use of different software systems for operations and for maintenance reporting, and also reserves the right to require the use of additional or alternative software in the Helm Connect at any time during the Contract Term, at RTA's expense.

(2) The Contractor shall use HELM Connect to record, monitor, and report on all Vessel and Non-Revenue Vehicle maintenance, inspections, parts inventory and utilization, fueling, and repair activities. In addition, the Contractor shall use the Helm Connect to record and report on warranty repair information in accordance with Section 12(b) of this Agreement. The Helm Connect shall be directly interfaced to the RTA's computer system. Within forty-eight (48) hours after work order completion, the Contractor shall enter all of the required data into the Helm Connect system.

(k) Applicable Codes and Regulations. The Contractor shall be responsible for assuring that all Vessels and Non-Revenue Vehicles utilized in service under this Agreement are safe for operation on the Mississippi River or public streets and freeways, as applicable, and meet all requirements of the USCG, Louisiana Vehicle Code, or other authorities. All parts of Vessels and Non-Revenue Vehicles and all Equipment mounted on or therein shall conform to the USCG regulations, Louisiana Vehicle Safety Standards, and the Americans with Disabilities Act (ADA), as applicable. Each Non-Revenue Vehicle is required to be inspected at least annually in accordance with Article XI, Chapter 154 of the New Orleans City Code. Vessels shall be inspected in accordance with the regulations of the USCG. Results of such inspections shall be transmitted to the RTA, and any applicable signed certification shall be displayed or carried on the Vessels and Non-Revenue Vehicles.

(l) Permits and Fees.

(1) The RTA shall be responsible for initial and renewal licensing and registration fees that are specifically required by the USCG, DMV, or other governmental bodies for all RTA supplied Vessels and Non-Revenue Vehicles operated under this Agreement (including the cost of initial, duplicate and replacement license plates) (as applicable).

(2) The Contractor shall be responsible for assuring that all Non-Revenue Vehicles are equipped with a license plate and valid Inspection Certificate, and that registration and proof of insurance are on board each Non-Revenue Vehicle at all times.

(m) Vessel, Non-Revenue Vehicle, and Equipment Repairs or Replacements.

In the event that it is necessary to make a replacement or repair to a Vessel, Non- Revenue Vehicle, or Equipment after the period of warranty coverage has expired (or it is otherwise unavailable), the RTA shall pay the cost of that replacement or repair or direct a third-party to perform such replacement or repair.

(n) Payment of Maintenance Costs. Contractor may expend up to $25,000 for any one outlay of expense of maintenance and/or repair costs on a Vessel and/or Non-Revenue Vehicle (which, for the avoidance of doubt shall be per repair per incident). Any costs over $25,000 must be approved by the RTA. RTA agrees to timely approve maintenance costs over $25,000 and agrees that it will not unreasonably withhold approval.

## SEC. 12 VESSEL AND NON-REVENUE VEHICLE AND EQUIPMENT WARRANTY REPAIRS

(a) Contractor Responsibility. -The Contractor shall use commercially reasonable efforts to assure that all warranty covered repairs are performed in a timely fashion.

(b) Notice of Defects. If the Contractor detects a defect or malfunction within the applicable warranty period, the Contractor shall promptly notify the RTA of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the Contractor shall promptly notify the RTA of any disagreements or disputes with the Vessel, Non-Revenue Vehicle, or Equipment manufacturer or supplier regarding warranty coverage. Such notice shall include a description of the disagreement or dispute and a suggested plan for resolution. The Contractor shall also record all warranty repairs in HELM Connect MMS.

(c) RTA Role. The RTA agrees that it will take whatever actions may be appropriate to assist the Contractor in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the Contractor, the RTA will directly contact the Vessel, Non-Revenue Vehicle, or Equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.

## SEC. 13 OPERATIONS AND MAINTENANCE FACILITIES

(a) Contractor Use.

(1) Facilities, including Ferry terminals and landings, shall be operated in accordance with the requirements of USCG Maritime Security Requirements: Facilities, per 33 CFR Subchapter H (Part 104) and/or the State's Fire Marshalls Requirements, which have precedence over all other requirements.

(2) The Contractor shall use the Facilities solely for the purposes of Work and maintaining Vessels, Non-Revenue Vehicles, and Equipment under this Agreement. The Contractor's right to use the Facilities may not be transferred or assigned. The terminals and maintenance Facilities shall be utilized for a public purpose consistent with Article VII, Section 14 of the Louisiana State Constitution.

(3) The Contractor shall be deemed to have a revocable license to use the Facilities during the term of this Agreement. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property.

(b) The Contractor shall maintain a satisfactory USCG and Louisiana facility inspection status, as applicable, throughout the term of this Agreement. If the Contractor receives a deficiency notice or an unsatisfactory rating from the USCG (including form CG-835), State, or municipal authority, the Contractor shall so notify the RTA immediately by telephone and in writing and shall identify steps that will be taken to correct any deficiencies.

(c) Duty to Maintain.

(1) The Contractor shall be responsible for all maintenance of the Facilities (including all Equipment and materials therein), except as provided for in this Section. The Contractor shall maintain the Facilities in a clean and orderly condition at all

times during the Contract Term, and shall conduct all maintenance and cleaning of the Facilities as directed by the RTA or in its professional judgment. The Contractor shall return the Facilities to the RTA upon the termination of this Agreement, or on an earlier date if applicable, in a condition that meets the standards set forth in subsection (b) hereof.

(2) The Contractor shall not make any structural modifications to the Facilities without the RTA's prior written Approval.

(3) The Contractor shall maintain in good condition the Equipment used in the Facilities. The Contractor shall maintain any in accordance with the manufacturer's preventative maintenance program. All replacements made by Contractor shall be of like size, kind, and quality to the items replaced, as such items existed when originally installed, and shall be subject to the RTA's Approval. Replacement Equipment and materials shall be from the OEM or be better or equal in quality and service. The RTA reserves the right to reject the use of any after-market product that the RTA finds is not equal or better in quality or service to the OEM product.

(4) The Contractor may expend up to $25,000 for any one outlay of expense of maintenance and/or repair costs on to a Facility (which, for the avoidance of doubt shall be per repair per incident). Any costs over $25,000 must be approved by the RTA. RTA agrees to timely approve maintenance costs over $25,000 and agrees that it will not unreasonably withhold approval.

(5) In the event that it is necessary to make a replacement of capital Equipment in the Facilities after the period of warranty coverage of that Equipment has expired, or necessary to make repairs to the Facilities, the RTA shall pay for the cost of that replacement or repair or direct a third-party to perform such replacement or repair.

(d) [RESERVED]

(e) Environmental Requirements.

(1) During the Contract Term, the Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil and Hazardous Materials produced or utilized at the Facilities, and shall comply with all applicable Federal, State, and local laws, regulations and requirements.

(2) The RTA shall provide the Contractor with an environmental audit of the Facilities as of the date the Contractor commences operations therefrom. The RTA shall be responsible for any remediation or other action necessary as a result of the audit findings.

(3) [RESERVED]

(4) The Contractor will not be responsible for pre-existing Hazardous Materials at the Facilities that are documented in the environmental audit provided by the RTA under paragraph (2) of this subsection.

(5) In this Section, the term "Hazardous Materials" includes flammable, explosive, or radioactive materials, chemicals, hazardous wastes, toxic wastes or materials, any petroleum products or derivatives deemed hazardous by Federal, State, or local law, and any other material or substance defined as a "hazardous substance," "hazardous waste," or "hazardous material" under applicable Federal or State statute or regulations.

(f) Warranties.

(1) The Contractor shall use commercially reasonable efforts to monitor

all warranties relating to the Facilities and Equipment, and shall conduct appropriate inspections prior to the end of all warranty periods.

(2) The Contractor shall promptly notify the RTA of any actions it takes to enforce such warranties and of any disputes regarding warranty coverage. The Contractor may not waive any such warranties without the RTA's prior written Approval.

**SEC. 14 MATERIALS AND EQUIPMENT REQUIREMENTS**

(a) General. The Contractor shall be responsible for the proper maintenance of all materials and Equipment used to provide services under this Agreement, subject to the terms and limitations set forth in this Agreement.

(b) Communications Equipment.

(1) (A) The RTA will provide a two-way mobile communications system in each Vessel and RTA-provided Non-Revenue Vehicle and/or cellphones/service and portable radios to assist in communications between Vessels, Non-Revenue Vehicles, the Facilities, supervisory personnel, RTA, and USCG (or other authorities) in a communication network. The RTA shall be responsible for the airtime costs of such portable radios.

(B) The Contractor shall be responsible for maintaining all communications and radio systems in good operating condition, in accordance with applicable maintenance standards and procedures, and for making any necessary repairs.

(2) Any re-installation of radios or installation of new radios in Vessels or RTA-provided Vehicles will be according to the Vessel or Non-Revenue Vehicle manufacturer's recommendations and shall be subject to the RTA Approval.

(c) Fare Collection Equipment.

(1) The RTA may provide a complete farebox and related fare collection Equipment for collecting fare revenues and ridership data from the fareboxes, and other necessary Equipment, including CLEVER (if available), or some other device that will assist in passenger count accuracy.

(2) The Contractor shall maintain the fareboxes and all related fare collection Equipment to OEM Standards. Fareboxes shall at all times accept fare media supplied by the RTA. Fare media will be determined to be fully functional when accepted/processed at a 97 percent acceptance level by the test farebox maintained by the RTA. Any failure of a farebox to accept fully functional media will be considered to be a Contractor farebox malfunction.

(3) The Contractor shall be responsible for assuring that the fare collection Equipment is functional at all times (other than during maintenance). In the event fare collection Equipment is not functional and repairs cannot be completed within twenty-four (24) hours, the Contractor shall submit a report to the RTA that tracks the maintenance efforts. This maintenance report shall include: (A) the reason(s) why the Equipment is not functional; (B) the reason(s) why repairs could not be completed; and (C) the anticipated date the Equipment will again be functional.

(4) The Contractor shall also be responsible for: (A) the proper operation, and maintenance of all diagnostic Equipment; (B) training employees on the use of such Equipment; (C) probing (downloading ridership data) and collecting fare revenue at the end of daily revenue operation on every Vessel used; and (D) ensuring that the data received is accurate and timely.

(5) The Contractor shall secure keys to fare collection Equipment at all times through the use of an Electronic Key Management System ("EKMS"), if/when it is provided by the RTA, and the RTA will have the ability to monitor the EKMS. The Contractor shall report lost or misplaced keys to the RTA immediately upon discovery. The RTA reserves the right to rekey, in its sole discretion and at the Contractor's expense, fare collection Equipment (fareboxes, receivers, vaults, cashboxes, etc.) whenever a key has been lost or misplaced.

(d) Surveillance System Equipment.

(1) The RTA shall provide a surveillance system and related surveillance equipment (collectively "Surveillance System"). The RTA will also provide other necessary Equipment for monitoring and managing the Surveillance System.

(2) The Contractor shall repair and maintain the Surveillance System and all related surveillance Equipment to OEM Standards.

(3) The Contractor shall be responsible for assuring that the Surveillance System is functional at all times (other than during maintenance). In the event any element of the Surveillance System is not functional, and repairs cannot be completed within twenty-four (24) hours, the Contractor shall submit a report to the RTA that tracks the maintenance efforts. This maintenance report shall include: (A) the reason(s) why the specific Surveillance System equipment is not functional; (B) the reason(s) why repairs could not be completed; and (C) the anticipated date such equipment will again be functional.

(4) The Contractor shall also be responsible for: (A) the proper operation and maintenance of all diagnostic Equipment; and (B) training employees on the use of such Equipment.

(e) Tires. The Contractor shall be responsible for providing (through purchase or lease) all tires and spares for all Non-Revenue Vehicles, which shall be paid for by the RTA.

(f) Destination Signs. The Contractor shall perform required maintenance to ensure constant display on all Vessel destination or service status signs. The Contractor shall from time to time revise destination or service status sign readings to reflect route changes or other relevant service information, as specified in writing or as provided electronically by the RTA.

(g) Spare Parts and Supplies.

(1) Contractor shall provide, and maintain stores of, spare parts, supplies, and lubricants necessary for the orderly and timely maintenance and operation of Vessels and Non-Revenue Vehicles and for other Equipment and systems used to provide the service, at all times during the Term of this Agreement, until the termination thereof. The Contractor shall properly store and dispose of all materials, without limitation, required in the operation of the services under this Agreement.

(2) At the termination of this Agreement, for whatever reason, the Contractor shall offer to sell the spare parts and supplies to the New Contractor for their fair market value or for such other price as may be negotiated by the Parties.

(h) Replacement Materials and Equipment. The Contractor shall use replacement materials and Equipment from the OEM or materials and Equipment that are

better or equal in quality and service.

**SEC. 15 INVENTORY REQUIREMENTS**

(a) Initial Inventory. Prior to the Commencement Date, RTA may provide the Contractor with an initial inventory of Equipment, tools, and other property to be used to provide services under this Agreement. The initial inventory may be added to by the Contractor, and the inventory list updated accordingly, during the Contract Term.

**SEC. 16 COMPUTER AND TECHNOLOGY REQUIREMENTS**

(a) Regional Transit Authority-Supplied Computer Equipment. The RTA will supply computers to run RTA mandated software applications in support of services provided under this Agreement. The Contractor shall be responsible for the proper care and handling of all RTA provided computer and network Equipment. The Contractor may not move or relocate any RTA-owned computers without the express prior written Approval of the RTA's IT Department and shall comply with all RTA IT policies.

(b) RTA Network. The RTA will provide a network that will be maintained by the RTA. With the RTA's Approval, the Contractor may establish a separate network at the Contractor's expense provided that all records relating to operations and maintenance of the RTA's transit services shall be accessed by the RTA as public records and subject to the Louisiana Public Records Act (LA.R.S.44.1 et seg.).

(c) Software. The Contractor is responsible at its sole expense for ensuring all Vehicle diagnostic software is up to date, complete, and properly licensed.

(d) Facsimile. The RTA may provide, and the Contractor will maintain, on-site operating facsimile machines.

(e) Landlines (telephone). The RTA shall provide, and the Contractor will maintain, on-site operating landlines.

**SEC. 17 FARE COLLECTION**

(a) General. The fare structure and accepted fare media (in addition to cash fares) shall be established by the RTA and may be modified by the RTA during the Contract Term.

(b) Contractor Responsibility.

(1) The Contractor shall conduct training so that relevant staff will be aware of and adhere to the fare structure to ensure the proper collection and recording of fares of accepted fare media.

(2) When the equipment is provided by RTA to the Contractor, the RTA may require that all fare media coupons, tickets, and transfer slips collected by the Contractor staff be turned in daily to the Revenue Agent. Information shall be reported as required under this Agreement.

(c) Farebox Data. The Contractor shall probe and vault daily each and every Vessel upon its return from Revenue Service and/or before any maintenance is performed on a Vessel. The Contractor shall assure that all revenues collected are properly secured (placed in collection vaults) and that ridership date/information is properly downloaded to the fare collection system computer providing accurate and timely ridership data/information.

(d) Farebox Receipts. The Contractor shall assure that total farebox revenues (cash receipts) are properly accounted for, as per Section 17(f) of this Agreement, and deducted from invoice submitted to RTA as per Section 8 of this Agreement. Such revenues shall be reported to the RTA. Fare collection training shall be conducted by the Contractor, and proper fare collection shall be enforced by all project personnel.

(e) Records and accounts. The total amount of farebox revenue delivered must equal, at a minimum, the farebox revenues actually deposited.

(f) Security of Fare Collection System.

(1) The Contractor shall provide a written set of fare collection system security policies, procedures, and practices to the RTA, for its review and Approval. Such fare collection security policies, procedures, and practices shall conform to accepted public transit industry standards and best practices as articulated by the American Public Transportation Association (APTA).

(2) The RTA reserves the right, following consultation with the Contractor, to reasonably establish, update, modify, and/or adjust security policies, procedures, and practices for the handling, storage, control, and counting of farebox receipts or to conduct actual cash counts to verify system accuracy and/or system security. This may include but is not limited to counting daily farebox receipts prior to delivery of these receipts to the bonded collection/deposit provider for verification against amounts actually deposited.

(3) If the fare collection security system is breached internally, by an employee or subcontractor of the Contractor, or by any other person for whom the Contractor is legally or contractually responsible, the Contractor shall (A) fully cooperate in any investigation process involving the loss, including, but not limited to, providing all pertinent documentation and information to the RTA; and (B) cooperate with local law enforcement efforts to arrest and prosecute any employee or subcontractor of the Contractor, or any other person for whom the Contractor is legally or contractually responsible, who intentionally breaches the fare collection security system.

**SEC. 18 SAFETY AND SECURITY**

(a) Contractor Responsibility. The Contractor shall work cooperatively with RTA staff, other contractors, and local, State and Federal representatives in developing and implementing security procedures described in this Section. The Contractor must follow any applicable USCG and FTA rules and regulations regarding the safety and security of Vessels, terminals, and landing barges.

(b) Systems Security and Emergency Preparedness Plan.

(1) [RESERVED]

(2) The Contractor's Safety Manager shall develop and coordinate annual training plans with RTA's staff assigned to safety responsibilities, and shall coordinate with RTA to participate as members of the RTA Transit/Contractor Safety and Security Advisory Working Group.

(c) Personnel.

(1) The Contractor's Safety Manager shall attend, on behalf of the Contractor, monthly safety group meetings and special meetings with the RTA.

(2) The Contractor shall be required to participate in activities and

exercises in support of the RTA's efforts to meet and prepare for Federal, State, or local emergencies. The Contractor's dedicated staff person shall coordinate these events with the designated RTA staff and additional Contractor staff, and shall arrange for the use of appropriate RTA assets if needed.

(d) Training Program. -The Contractor's Training Program shall provide for safety and security training of all managers, supervisors, and front-line employees in accordance with Federal, state and local requirements and recommendations, and shall include:

(1) training in emergency management, incident response, counterterrorism, improvised explosive devices (IEDs) and weapons of mass destruction (WMD);

(2) personal security training (e.g., Drug Free Work Place Initiatives, Amber Alert and Community Safe House Programs, Employee Assistance Programs, and Workplace Violence Prevention and Awareness Programs);

(3) safety/OSHA related training (e.g., first aid, personal protective Equipment, etc.); and

(4) refresher and/or re-training on an annual basis.

The Contractor shall maintain documentation of training (e.g. sign in sheets, certificates, signed acknowledgements of training), and shall maintain such documentation in a separate training file and provide it to RTA upon request.

(e) Emergencies.

(1) The RTA serves as a critical component of the New Orleans City Assisted Evaluation Plan and will provide appropriate resources to fully participate in its obligations under the plan. Upon verbal or written authorization from the RTA, the Contractor shall respond to emergency situations within its service area with Contractor personnel and RTA-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, the Contractor shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance.

(2) The Contractor shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

(3) The Contractor shall not be responsible for damage to RTA-owned Vessels or Vehicles that results directly from any incident outside of the control of the Contractor while it is performing emergency services as authorized or directed by the RTA.

(4) Contractor shall observe USCG's enacted MARSAC levels, and shall comply with the protective measures as provided in the Security Plan approved by the USCG for the Ferry Service.

(f) Access to the Facilities.

(1) The RTA shall provide Facility keys and an access control system that will be used to develop badges and program building access devices, to the Contractor, and shall determine the appropriate access control system for the Facilities and the RTA's other property.

(2) The RTA shall be responsible for the secure distribution and tracking of all Vessel, Non-Revenue Vehicle, and Facility access devices provided by the RTA, and for issuing badges to Contractor employees, subcontractors, and vendors (as directed by the RTA). The RTA shall be responsible for key and badge control, and shall maintain a key issuance log and badge issuance log and any associated documentation, which shall be provided to the RTA upon request. The RTA shall be responsible for providing written notice to its employees, contractors, visitors, and vendors regarding the policies, procedures, and responsibilities associated with being issued an RTA key and/or RTA badge. The RTA shall maintain this information with the key and badge log and shall make such information available to the Contractor upon request.

(3) The RTA shall be solely liable and responsible for any expenses which result, as determined by the RTA in its discretion, from inadequate key or badge control and require the RTA to re-key or replace access control items. The RTA shall also be responsible for replacing any damaged related Equipment. Contractor shall notify the RTA immediately to report damaged Equipment.

(g) Safety Audits.

(1) [RESERVED]

(2) The RTA may conduct site visits of the Facilities at any time during the Contract Term for purposes of audits and monitoring. The Contractor shall make available any and all records, files, logs and associated documentation to the RTA's designated representatives as requested.

(h) Reporting. The Contractor shall be responsible for providing the following reports, on forms jointly agreed to between the Contractor and the RTA, to the RTA relating to system safety and security:

(1) Monthly. (A) Security and Emergency Incident Report/Trend Analysis; (B) NTD Safety and Security Report; (C) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (D) Vandalism/Incident Tracking Report; (E) training sessions completed related to maritime security (vessel and facilities); and (F) OSHA Hazard Analysis. In addition, the Contractor shall make the minutes of safety meetings available to RTA at the Facility.

(2) Annually. (A) Year End Trend Analysis; and (B) other reports as reasonably requested and/or required by RTA or by Federal, state, or local agencies.

## SEC. 19 MARKETING AND ADVERTISING

(a) RTA Rights and Responsibilities. The RTA shall provide for public relations, media relations, marketing activities and advertising services for RTA services at its sole cost and expense.

(b) Contractor Responsibility. The Work shall include Contractor's cooperation in the marketing and advertising related to RTA services (such as through the installation and removal of all interior and exterior signage and decals, including advertising signs, rider alerts, newsletters, and scheduling information).

(d) Communications with the Media. All communications with the media

shall be the sole responsibility of the RTA. The Contractor and its employees, or subcontractors, shall not engage the media as a spokesperson for the RTA. In addition, the Contractor and its employees, or subcontractors, shall not speak on behalf of the RTA in any online forum or social media site, at official public meetings, or to members of the press. The Contractor will limit its public engagement with customers to answering customer questions concerning the ferry service, such as schedules and fares, amongst other general related question, on-board RTA Vessels, Non-Revenue Vehicles, or as part of its official customer comment system.

(e) Endorsement Policy. The Contractor and its subcontractors may not use the RTA's name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral for commercial use unless specifically authorized in writing by the Chief Executive Officer. This provision does not prohibit the Contractor from using the RTA as a reference in responding to a request for proposals or other procurement solicitation.

## SEC. 20 SERVICE CHANGES

(a) Any Service Change proposed by the RTA or Contractor shall be transmitted to the other Party in writing, identifying the change and specifying the effective date. If the Contactor is the proposing Party, it shall also include a written response identifying the impact of such change on operations, estimating any resulting cost increase or savings, identifying any feasibility problems the Contractor believes would be created by the proposed Service Change. Oral Service Change orders are not permitted. Within fifteen (15) calendar days after receipt of a written Service Change notice, the receiving Party shall provide the proposing Party a written response identifying (i) in the event the receiving Party is the Contractor, the impact of such change on operations, estimating any resulting cost increase or savings, identifying any feasibility problems the Contractor believes would be created by the proposed Service Change, and (ii) approving the Service Change or providing how the Service Change can be modified to receive approval.

(b) Upon agreement of the Parties on a proposed Service Change, the RTA will issue a bilateral Service Change order, which will be executed by both Parties. The Contractor shall then proceed to implement the Service Change within fifteen (15) calendar days after execution of the Service Change order or within such other period of time as the RTA and Contractor may agree.

(c) For the avoidance of doubt, nothing in this Agreement shall prevent any of the following: adding or deleting segments of routing; extending, deleting, or adding routes or parts of routes; reallocating, decreasing, or increasing service hours or miles or the frequency of service; adding commuter express service or routes, or other types of new services needed to meet changing transit demand and market conditions; or modifying requirements or scope relating to the maintenance of Vessels, Non-Revenue Vehicles, Equipment, or the Facilities.

## SEC 21 INCENTIVE PAYMENTS AND DEDUCTIONS

(a) Assessment of Deductions and Awarding of Incentive Payments.

(1) In order to promote compliance with schedule and other performance requirements, the RTA shall have the right, in its reasonable discretion, to assess and collect Deductions, in accordance with the following provisions of this Section. In addition, to acknowledge outstanding performance and achievement of operational efficiencies, the

RTA shall award Incentive Payments in accordance with the following provisions of this Section.

(2) Assessment and award will be based on information obtained through the Reports provided pursuant to Section 22 of this Agreement, Vessel and Non-Revenue Vehicle and Facility inspections, ride checks, visual observations, and such other means as RTA deems appropriate.

(3) The Contractor shall have the opportunity to contest any Deductions assessed on the grounds set forth in subsection (c) of this Section.

(4) the RTA reserves the right to delay application Deductions for any performance standard described in Section 21(b) if the RTA determines that satisfactory progress is being made towards that performance standard.

(5) the RTA will create a working group with the Contractor to problem solve issues relating to the performance standards described in Section 21(b).

(b) Categories of Deductions and Incentive Payments. The RTA shall assess Deductions and make Incentive Payments on the following basis, per Contract Month:

(1) Missed Trip

(i) In the first Contract Year:

| **Threshold** | **Incentive Payment/Deduction** |
|---|---|
| 95%-100% of all Trips are not Missed Trips | $5,000 Incentive Payment |

(ii) In the second and subsequent Contract Years (or portions thereof, including any option term):

| **Threshold** | **Incentive Payment/Deduction** |
|---|---|
| 95%-100% of all Trips are not Missed Trips | $5,000 Incentive Payment |
| 94.0% - 94.9% of all Trips are not Missed Trips | $1,000 Deduction |
| 90.0% - 93.9% of all Trips are not Missed Trips | $2,000 Deduction |
| Less than 90.0% of all Trips are not Missed Trips | $5,000 Deduction |

(d) Contractor Response and Defenses

(1) If the Contractor believes it has a defense to any Deductions proposed to be assessed by the RTA, it shall provide a written response to the RTA within five (5) Days of receiving a notice of Deduction, setting forth its response, which may include evidence or documentation in support of its defense to the assessment.

(2) No Deduction shall be made in the event the facts underlying the Deduction were beyond the Contractor's control, including events for which the facts underlying the Deduction are not reasonably foreseeable or preventable by Contractor, and could not have been reasonably mitigated, due to circumstance such as, but not limited to, the date of the annual inspection of any Vessel and the 1-day prior to the annual inspection date, adverse and weather, fog, traffic conditions, delays to due vehicular breakdowns while boarding, departing or on the vessel, passenger loading delays, other Vessel or river traffic operation issues that are beyond Contractor's control, natural disasters, or other Force Majeure events as described in Section 41 of this Agreement, or any (i) epidemic, pandemic or disease outbreak (including without limitation the COVID-19 pandemic, including any evolutions or mutations thereof, any "second" or "subsequent" waves and any further epidemics or pandemics arising therefrom), (ii) any quarantine, "shelter in place", "stay at home", workforce reduction, reduced capacity, social distancing, shut down, closure, sequester, safety or similar law, order, directive or guidelines promulgated by any governmental entity, including the Centers for Disease Control and Prevention, the World Health Organization, the State of Louisiana (including any political subdivision thereof, such as the City of New Orleans), provided the events identified in (i) and/or (ii) are not caused as a result of failure to comply with adopted policies and/or guidelines.

## SEC. 22 PROJECT OPERATION RECORDS AND REPORTS

(a) Overall Responsibilities of Contractor.

(1) In order to document the Work, the Contractor shall maintain all project records as reasonably requested by the RTA and as reasonably required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

(2) The Contractor shall submit all project operation records to the RTA according to the reporting schedule established in this Section. The Contractor shall permit authorized representatives of the RTA to examine all data and records related to services upon request by the RTA or according to scheduled reporting periods. All service records prepared by the Contractor (and underlying data) shall be owned by the RTA and shall be made available to the RTA at its request and at no additional charge.

(3) The RTA reserves the right to establish a standardized reporting format with which the Contractor must comply, in consultation with Contractor. Reports may be requested in hard copy as well as on flash drive or by computer transfer in a format compatible with RTA computer hardware and software.

(b) Specific Reporting Requirements and Records. The Contractor shall prepare and maintain the following records and documents, and shall submit the following reports to the RTA:

(1) Service Reports. The Contractor shall submit to the RTA, by not later than close of business on each Wednesday during the Contract Term, a report indicating the actual number of voyages, operated during the previous Sunday through Saturday period. Such information shall be for each route and shall be made in a format approved by the RTA.

(2) Daily Reports. Absent exceptional circumstances, the Contractor shall

submit the National Transportation Database/Rider Count report ("NTD") to the RTA not later than the close of business each Day during the Contract Term, in a format approved by the RTA, the following reports:

(3) Weekly Summaries. The Contractor shall prepare weekly summary reports that include:

(A) The previous week's warranty recovery submittals to vendors for Vessels and Non-Revenue Vehicles under warranty.

(B) Weekly On-Time performance for the previous four weeks.

(C) A copy of the Maintenance Department down Vessel and Non-Revenue-Vehicle list that includes Vessel or Non-Revenue Vehicle number, the date the Vessel or Non-Revenue Vehicle was downed, the reason the Vessel or Non-Revenue Vehicle was downed, the date the Vessel or Non-Revenue Vehicle is expected to be returned to service, and (if applicable and reasonably available) the reason for the delay in returning to service (e.g., parts on order). In addition, this list shall identify any Vessels or Non-Revenue Vehicles that are off-property for repair, their location, and the expected date of return.

(4) Monthly Summaries. The Contractor shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to route-by-route operating data, if/when applicable, vandalism, incident and accident reports, bicycle and scooter carried report, FTE Payroll report, and other requested reports. The Contractor shall submit monthly summary reports to the RTA no later than ten (10) Days after the end of each month.

(5) Monthly Performance Reporting. The Contractor shall provide the RTA with a Monthly Performance Report that includes all the information and data necessary to verify the invoice amount for each Contract Month pursuant to Section 8 of this Agreement. No later than ten (10) calendar days after the end of a Contract Month, the Contractor shall submit a Monthly Performance Report that includes no less than the following:

(i) Detailed outcome of any Vessel or Non-Revenue Vehicle inspections undertaken by entities other than the RTA and specify whether the inspections resulted in a non-compliance infraction and/or an in-service Vessel being removed from service.

(ii) Actual fare revenue collected.

(iii) Actual ridership volume data.

(iv) Details on any in-service Vessel deemed not fully operable and available to be used in Ferry Service without the need for maintenance, repair or cleaning including the date in which the Vessel was taken out of service.

(v) Actual fuel delivery and cost (as applicable), for diesel fuel and gasoline, in the form of the Monthly Fuel Report.

(6) Annual Performance Reporting. -- Within 90 calendar days after the end of a Contract Year, the Contractor shall provide an amalgamation of the Monthly

Performance Reports provided within the last Contract Year in the form of an Annual Performance Report.

(7) Passenger Complaint Reports. The Contractor shall document operational problems and passenger complaints, if received, and describe action taken, if any, regarding these problems or complaints, and forward those complaints to the RTA. Upon request, Contractor will provide RTA with such documentation.

(8) Incident and Accident Reports. The Contractor shall, in accordance with the policy and process established by the RTA, immediately notify the Chief Executive Officer (or other appropriate RTA management staff if the Chief Executive Officer cannot be contacted) in the event of any Vessel or Non-Revenue Vehicle accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.

(9) National Transit Database.

(A) In order to assure compliance with the annual National Transit Database (NTD) reporting requirements, the Contractor shall conduct on-board data sampling to statistically compute valid passenger mile data. The Contractor shall use additional on-board data collection personnel (who shall be a third party, and not the Vessel operator) to conduct sampling on the Vessel, and shall otherwise conduct its sampling in a manner that will assure maximum accuracy in reporting and that is consistent with the techniques described in FTA Circular 2710.1A (dated July 18, 1988). The RTA will provide to the Contractor a list of all Trips to be sampled at a minimum of 2 (two) weeks prior to the sample date. Contractor will not be penalized for its failure to conduct on-board data sampling if RTA does not provide a list of Trips to be sampled.

(B) The Contractor shall submit the daily random sample Trip sheets, in the form provided by the RTA via MS Excel worksheets for each route/direction, no later than 1:00 P.M. on Wednesday for the previous Sunday through Saturday sampled Trips. The weekly NTD data shall be compiled into a weekly report/form furnished by the RTA via an MS Excel worksheet. The Contractor shall prepare a quarterly report of the random Trips to be submitted no later than 30 Days after the end of each quarter and also prepare an annual summary to be submitted no later than 30 Days after the end of the fiscal year.

(C) The Contractor shall be responsible for ensuring that all reported NTD data meets FTA requirements and definitions, and for maintaining the most recent NTD data collection procedures.

(D) As part of the NTD reports, the Contractor shall also provide to the RTA's designee or submit directly into the NTD reporting module, by the 15th day of each month for the preceding month, the monthly ridership activities and the safety and security reports required by FTA.

(10) Financial Records. The Contractor shall establish and maintain separate accounts of all project expenditures under this Agreement and any other relevant financial records or documents, and shall maintain bank records reflecting all farebox receipts and maintenance costs (if applicable). The project expenditures will include, but not

be limited to, the actual costs to maintain Vessels, Non-Revenue Vehicles, and Facilities. The Contractor's financial records shall be kept on a strict accrual basis. All source documents shall be maintained for three (3) fiscal years following final payment (or the completion of any litigation arising from services provided under this Agreement, whichever time period is later in time) and may be audited by the RTA, the FTA, or other authority at any time within this period.

(11) Disadvantaged Business Enterprise (DBE) Report. DBE Report. Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of $100 per day. All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database. https://norta.dbesystem.com. The RTA reserves the right to request additional information on the DBE report.

(12) Equal Employment Opportunity (EEO) Affirmative Action Report. The Contractor, at RTA's expense, shall create, maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The Contractor shall, not later than 30 Days after the end of each calendar year, prepare an EEO report which consists of the following:

(A) Workforce Analysis for each job category;

(B) Job Group Analysis for each job category;

(C) Hiring Analysis for each job category;

(D) Promotional Analysis for each job category;

(E) Termination Analysis for each job category;

(F) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and

(G) Availability Analysis that compares the current workforce against the available workforce.

(13) Surveys. The RTA may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of the RTA or its designee. The Contractor shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service-related information.

(14) NTD Safety and Security Reporting. The Contractor shall submit Safety and Security reports regarding accidents and incidents (including information required by NTD and all relevant documents) in accordance with direction from the Chief Executive Officer or his or her designee.

(15) The RTA NTD Safety and Security Responsibility. RTA shall be responsible for (A) entry of all Safety & Security 40 (S&S 40) Major Incidents meeting NTD thresholds into the NTD Internet Reporting System on a monthly basis; (B) review and

verification of the accuracy of all Safety and Security Reports, both S&S 40 Major and S&S 50 Minor; and (C) all NTD Safety and Security Monthly final submissions.

(c) Meetings. The RTA's Chief Executive Officer, or his or her designee, and appropriate RTA management staff and the Contractor's General Manager and appropriate Key Personnel shall meet (1) at least once each month to review the overall performance of the Contractor and the administration of this Agreement; (2) at least quarterly to review Americans with Disability Act issues and related matters; and (3) at least quarterly to review NTD reportable Safety and Security incidents and related matters.

## SEC. 23 PASSENGER COMPLAINTS

Upon receipt of a complaint from RTA's customer service department, the Contractor shall address all passenger complaints regarding operational or service deficiencies through the use of RTA designated software as follows:

(1) If the complaint relates to safety or serious operational deficiencies, the Contractor shall use commercially reasonable efforts to (A) contact the person filing the complaint within twenty-four (24) hours after it is filed; and (B) investigate the complaint and file a report with the RTA explaining the results of the investigation within three (3) Days after the complaint is filed.

(2) If the complaint is of a less serious nature (not covered by paragraph (1)) the Contractor shall use commercially reasonable efforts to contact the person filing the complaint, investigate the complaint, and file a report with the RTA within five (5) Days after the complaint is filed.

(3) In all cases, the Contractor shall make (and document) at least three (3) attempts to contact the person filing the complaint unless the customer has indicated, through the comment intake process, that they do not want to be contacted regarding the resolution of the investigation.

## SEC. 24 INSPECTION OF WORK

(a) General. All Work shall be subject to inspection and testing by the RTA at all times and places during the Contract Term. All inspections by the RTA shall be made in such manner as to not unduly delay the Work.

(b) Re-performance. If any Work performed is not in conformity with the requirements of this Agreement, the Chief Executive Officer or his or her designee shall have the right to require the Contractor to perform the Work again in conformity with such requirements. In the event the Contractor fails promptly to perform the Work again, the RTA shall have the right, either by contract or otherwise, to have the Work performed in conformity with such requirements, or to terminate this Agreement for default as provided in Section 40. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the RTA shall have the right to: (1) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (2) reduce the amount paid to the Contractor under this Agreement to reflect the reduced value of the Work performed.

## SEC. 25 OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by the Chief Executive Officer, the Contractor shall deploy Vessels and Non-Revenue Vehicles in a manner described by the Chief Executive

Officer. During a declared emergency, the Contractor shall comply with the City Assisted Evacuation Plan when activated. The RTA shall be obligated to compensate the Contractor, during such period of declared emergency, for services that significantly exceed the normal expense of operating services under this Agreement, as documented by the Contractor and agreed upon by the Parties.

**SEC. 26 INSURANCE**

(a) Required Program of Insurance. -- The Contractor shall be required to provide, and to maintain at all times during the Contract Term, a program of insurance that includes each of the following:

(1) General Liability. The Contractor shall obtain, and maintain in full force and effect, commercial general liability insurance in the amount of $2,000,000 total with any watercraft exclusion deleted under both the General Liability and Contractual Liability coverage parts.

(2) Auto Liability. The Contractor shall obtain and maintain in full force and effect, automobile liability insurance, extending to owned, non-owned, and hired Vehicles, in the amount of $1,000,000 total.

(3) Hull and Machinery, Protection and Indemnity, and other coverage for Marine Operations. The Contractor shall obtain and maintain in full force and effect:

(a) hull and machinery insurance, per the American Institute Hull Clauses (June 2, 1977) or equivalent form, covering fire, explosions and marine perils, together with full four-fourths collision and running down clauses in an amount equal to the full insurable value of the Vessels;

(b) protection and indemnity insurance, per the SP-23 Form (Revised 1/56) or equivalent including excess Collision, in the amount of $2,000,000; and

(c) and all other insurance required including terrorism and marine pollution liability coverage on the WQIS form or its equivalent for operation of the RTA's Marine operations pursuant to the Blanket Bareboat Charter Agreement and Blanket Bareboat Charter Sub-Agreement, contained within Exhibit B and Exhibit C.

(4) Workers' Compensation and LHWCA. The Contractor shall obtain and maintain worker's compensation insurance as required by the laws of the State of Louisiana and/or Longshore and Harbor Workers' Compensation Act, and any other local, state, or federal requirement applicable to Contractor's operation of the RTA's Marine operations pursuant to the Blanket Bareboat Charter Agreement and Blanket Bareboat Charter Sub-Agreement, contained within Exhibit B and Exhibit C.

(5) Maritime Employer's Liability providing coverage for transportation, wages,

maintenance and cure; with an *in rem* endorsement (providing a claim "in rem" shall be treated as an "in personam" claim) and including coverage for crew claims (if not included under P&I coverage)

(6) Errors and Omissions/Professional Liability. The Contractor shall obtain and maintain errors and omissions/professional liability insurance in the amount of $1,000,000.

(7) Directors and Officers. The Contractor shall obtain and maintain directors' and officers' liability insurance in the amount of $2,000,000.

(b) Evidence of Insurance. The Contractor shall update its insurance information provided in Section (a)(1) through (a)(7), including proof of coverages, annually or when changes occur to the coverages or insurance policies during the Contract Term.

(c) Required Conditions. The Contractor also agrees to the following conditions relating to insurance:

(1) The RTA, its officers, agents, and employees, and members of the RTA Board of Commissioners ("RTA Group") shall be included as additional insureds on all insurance policies identified at §26(a)(1)-(3); provided that no member of the RTA Group shall have any liability for the payment of premiums or assessments under the policies other than as set forth in this Agreement. The additional insured endorsements on Contractor's liability policies shall state that the coverage provided to the RTA Group is primary and non-contributing with respect to any other insurance available to the RTA Group and on which the RTA Group are the named insureds.

(2) Contractor's insurances required herein are primary with respect to the additional insured coverage afforded the RTA Group and no insurance held or owned by the RTA additional Insureds as the named insured shall be called upon to contribute to any loss for which coverage is provided under the Contractor's insurances required herein.

(3) The Contractor's insurances shall be obtained from carriers with an A.M. Best rating of "A" or better, and authorized and licensed, or otherwise approved, to transact insurance business or otherwise provide insurance in the State of Louisiana.

(4) The Contractor's insurances shall not be canceled, materially reduced in coverage or limits, or nonrenewed in the case of a continuous policy, except after thirty (30) calendar days' written notice, or ten (10) calendar days' written notice in the event of cancellation due to non-payment of premium, by mail or personal delivery to the RTA at its office at the address set forth in Section 48 hereof. In the event of any such cancellation, reduction in coverage, or non-renewal, the Contractor shall obtain and have in place, prior to the effective date of any such change, replacement insurance that

complies with all coverage requirements and other conditions set forth in this Section. Any failure to provide such insurance on a timely basis shall be a material breach of this Agreement.

(5) Any insurance afforded by the Contractor's policies for contractual liability coverage (subject to the terms, conditions and exclusions applicable to such insurances) shall include liability assumed by the Contractor under any valid and enforceable defense, indemnification and/or hold harmless provisions of this Agreement. The Parties further agree that the insurance provided RTA Group, as an additional insured under any of Contractor's insurance, is not to be effective to provide coverage for RTA Group in any instance where Regional Transit Authority has an obligation under this Agreement to release, defend, indemnify and/or hold harmless Contractor Group. Further, any waiver of subrogation by Contractor's insurers in favor of RTA Group or any requirement that the additional insurance provided by Contractor will be primary, shall not apply to any indemnity, release and hold harmless obligations owed to Contractor Group by Regional Transit Authority under this Agreement, and shall apply only to those indemnity, release and hold harmless obligations offered by Contractor in this Agreement.

(d) Modification of Coverage. The RTA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Contractor sixty (60) calendar days advance written notice. In that event, the Parties will negotiate any appropriate adjustments to the Lump Sum for Indirect Costs and Insurance, based on documentation from the Contractor as to any actual increased cost of insurance.

(e) Subrogation. Contractor's insurance providers shall waive all rights of subrogation and contribution against the RTA Group additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Contractor.

(f) Failure to Procure Insurance. The Contractor's failure to procure or maintain required insurance shall constitute a default and material breach of contract under which the RTA may, after a 72-hour opportunity to cure, immediately either terminate this Agreement, or at its discretion, purchase the insurance and charge the cost to the Contractor or deduct such cost from payments due to the Contractor hereunder, or enforce the performance bond under Section 27(c).

(g) Underlying Insurance. The Contractor shall be responsible for requiring indemnification and insurance, of such types and with such limits of liability, as the Contractor deems appropriate from its subcontractors, employees receiving mileage allowance, consultants, and agents, if any, to protect the interests of the Contractor and the RTA, and to ensure that such persons comply with any applicable insurance statutes.

## SEC. 28 INDEMNIFICATION AND HOLD HARMLESS

(a) For purposes of this Section, "RTA Group" is defined as above at §26(c)(1). Also, for purposes of this Section, "Contractor Group" is defined to include, individually, and in any combination, Contractor, its parent(s) and subsidiaries and affiliates, Contractor's contractors and subcontractors of any tier (other than RTA Group), and all of their respective owners, co-owners, general partners, partners, members, stockholders, directors, officers, managers, employees, agents, representatives, invitees, spouses, heirs, survivors, legal representatives, assigns and successors, and insurers and underwriters of all of the foregoing.

(b) [RESERVED]

(c) RTA Indemnification. Regional Transit Authority shall fully release, defend, indemnify and hold the Contractor Group, free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, damages, judgments, awards, and other costs of every kind and character (including, without limitation, court costs and attorney's fees), known or unknown, whether the underlying claim, demand or suit is groundless, false or fraudulent, brought by or on behalf of RTA Group or a third party, for any and all claims, contractual, tort or otherwise, including personal injury, emotional distress, pain and suffering, illness, disease or death of any person (including any survivor's action), any loss of wages, consortium services or support, and for all damage to or loss of use of property of RTA Group, whether real or personal (collectively "Claims"). It is the specific and expressed intent and agreement that RTA's obligations set forth in the prior sentence shall not be applied to any Claims that arise from the gross negligence and/or willful misconduct of the Contractor Group.

(d) Pollution Indemnification. Each Party shall, solely to the extent of it its own fault or negligence, fully release, defend, indemnify and hold the other Party and its Group free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, damages, judgments, awards, and other costs of every kind and character (including, without limitation, court costs and attorney's fees), known or unknown, whether the underlying claim, demand or suit is groundless, false or fraudulent, brought by or on behalf of any party or person or entity, for any and all claims (including, without limitation, any fines, penalties, attorney's fees, court costs, and all costs to respond to, contain, assess, clean up, handle, remediate, remove and dispose of all contaminates, resulting contaminated media, pollutants, resulting polluted media) resulting from pollution, contamination, harm to the environment (including air, water, soil or other media), and any damage to or loss of any natural resources (including, without limitation, the replacement cost and loss of use thereof) arising directly or indirectly out of or in any way involving the Ferry Services or any Equipment or Facility described herein that arise after the Commencement Date. It is the specific and expressed intent and agreement that each Party's obligations set forth in the prior sentence shall not be applied to any Claims that arise from the gross negligence and/or willful misconduct of the other Party and/or the other Party's Group.

(e) Attorney Fees for Enforcing Indemnity Recoverable. The Parties agree that the defense, indemnity, release and hold harmless obligations provided hereunder shall extend to all reasonable attorney fees and legal expenses related to successfully pursuing and judicially enforcing those obligations.

**SEC. 29 DISPUTES**

(a) General. Any dispute between the Contractor and the RTA relating to the implementation or administration of this Agreement will be resolved in accordance with this Section.

(b) Resolution. The Parties shall first attempt to resolve the dispute informally in discussions between RTA's Chief Operations Officer, or his or her designee, and the appropriate Contractor Key Personnel.

(c) Further Review/Resolution. If a dispute remains unresolved after review by the RTA's Board under subsection (c), the Parties agree that prior to initiating any litigation they will make a good faith effort to utilize mediation, arbitration, or other alternative dispute resolution procedures to resolve the dispute. If the dispute still remains unresolved, either Party may seek judicial review and resolution in an appropriate court of the State of Louisiana.

(d) Obligation to Proceed. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with this Agreement and the direction or recommended decision of the Chief Executive Officer.

**SEC. 30 ASSIGNMENT**

This Agreement or any portion hereof shall not be assigned, nor shall the interests, rights, duties or responsibilities of the Contractor be transferred, other than to subcontractors pursuant to Section 31, unless the RTA in its sole discretion grants prior written Approval thereto. This requirement applies to any merger or consolidation involving the Contractor which would cause its responsibilities under this Agreement to be transferred to or assumed by a new, different, or restructured entity, or would result in a reduction or other adverse change in its financial capacity and/or liquidity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 31 hereof.

**SEC. 31 SUBCONTRACTING**

(a) Effect of Subcontracting. The Contractor shall be fully responsible for all Work performed by any subcontractor. The Contractor may not, by subcontract, modify its obligation to perform in full accordance with this Agreement or policies listed in Section 3(c), as Approved by the RTA. Any action of the Contractor in violation of the preceding sentence shall constitute a breach of this Agreement and an Event of Default. Further, the entering into of a subcontract shall not, under any circumstances, relieve the Contractor of its liability and obligations under this Agreement, and all transactions with the RTA must be through the Contractor.

(b) Approval by the RTA. The Contractor may not subcontract more than five (5) percent of the annual contract amount without the prior written Approval of the RTA (excluding subcontractors that are certified Disadvantaged Business Enterprises). Any approval of a subcontract shall not be construed as making the RTA a party to such subcontract, giving the subcontractor privity of contract with the RTA, or subjecting the RTA to liability of any kind to any subcontractor.

(c) Federal Requirements. The Contractor shall include the applicable Federal requirements in Exhibit E in all of its subcontracts.

## SEC. 32 INDEPENDENT CONTRACTOR

Under the terms of this Agreement, the Contractor is an independent contractor and shall have and retain full control and supervision over the services it performs, and also has full control over the employment and direct compensation and discharge of all persons, other than RTA employees and agents, assisting in the performance of its services. The Contractor shall be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the Contract Term. The Contractor shall be solely responsible for compliance with all matters relating to wages, hours of work, and working conditions and payment of employees (including the negotiation of labor agreements if applicable and compliance with any prevailing wage rates), and for compliance with social security, payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters.

## SEC. 33 LICENSES, PERMITS, AND TAXES

The Contractor shall be appropriately licensed for the services to be performed under this Agreement. The cost for any required licenses or permits (including, without limitation, fees for the Vessels and RTA-supplied Non-Revenue Vehicles) shall be the responsibility of the RTA. The Contractor shall be responsible for the cost of replacement license plates that are required to be replaced prematurely due to reasons other than normal wear and tear. The Contractor shall also be liable for any and all taxes due as a result of performance of services under this Agreement.

## SEC. 34 CONFLICT OF INTEREST

(a) General.

(1) No Commissioner of the RTA, officer, or employee shall participate in the selection, or in the award or administration, of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict is determined in accordance with the Conflict of Interest Code adopted by the RTA Board of Commissioners and applicable Federal and State laws and regulations, including the Louisiana Code of Governmental Ethics.

(2) RTA's Board of Commissioners, officers, and employees shall neither solicit, demand, nor accept from any person anything of a pecuniary value for or because of any action taken or to be taken, in the performance of their duties.

(b) Organizational Conflict of Interest. Prior to entering into this Agreement, the Contractor has informed the RTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the Work. During the Contract Term, the Contractor shall be responsible for informing the RTA of any such organizational conflict that arises. In the event of any such post-award organizational conflict, The RTA may take appropriate action, including terminating the Agreement or establishing procedures or requirements to avoid or mitigate the conflict.

## SEC. 35 COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees to comply with all existing and future Federal, state, and local laws,

ordinances, rules, regulations, and orders of any public authority applicable to the performance of the Agreement, including, but not limited to, the Federal laws identified in Exhibit E and any other laws or regulations referred to in this Agreement. If this Agreement is at variance with any such law or regulations in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the RTA certificates of compliance with all such laws, orders, and regulations.

**SEC. 36 CANCELLATION OF CONTRACT**

In any of the following cases, the RTA shall have the right to cancel the Agreement immediately upon notice to the Contractor and without further expense to the RTA: (1) the Contractor knowingly misrepresents any material fact in securing or performing this Agreement; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of Louisiana or the United States. This Section shall not be construed to limit the RTA's right to terminate the Agreement for convenience or default, as provided in Sections 37 and 40, respectively.

**SEC. 37 TERMINATION FOR CONVENIENCE**

(A) General. The performance of Work under the Agreement may be terminated by the RTA and/or Contractor in accordance with this Section in whole, or from time to time in part, whenever the Contractor and/or RTA, upon recommendation of the Chief Executive Officer, determines that such termination is in the best interest of the respective party. Any such termination shall be effected by delivery to either the RTA or the Contractor (depending upon who the terminating party is) of a written notice of termination, provided not less than seventy-five (75) calendar days prior to the termination date, specifying the extent to which performance of Work under the Agreement is terminated and the date upon which such termination becomes effective.

(B) Notice of Termination; Required Actions by Contractor. Upon receipt of a notice of termination, and except as otherwise directed by the Chief Executive Officer, the Contractor shall, upon payment of any compensation due under Section 5: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTA in the manner, at the times, and to the extent directed by the Chief Executive Officer, all of the right, title and interest of the Contractor any the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such terminated orders and subcontracts, with the approval or ratification of the RTA, to the extent the Chief Executive Officer may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the RTA and deliver in the manner, at the times, and to the extent, if any, directed by the Chief Executive Officer, supplies, Equipment, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated, and any information and other property which, if the Agreement had been completed, would have

been required to be furnished to the RTA; (7) complete any such part of the Work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the Chief Executive Officer may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Contractor and in which the RTA has or may acquire an interest. Payments by the RTA to the Contractor shall be made by the date of termination but not thereafter.

**SEC. 38 TERMINATION BY MUTUAL AGREEMENT**

The Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination for convenience or default provisions contained in Sections 37 and 40.

**SEC. 39 REMEDIAL MEASURES**

(a) Available Rights and Remedies. Nothing in this Section shall be considered to limit the rights and remedies of the RTA in this Agreement, terminate for convenience pursuant to Section 37, and terminate for default pursuant to Section 40.

(b) Warning Notice. The RTA may give the Contractor written notice of unacceptable performance ("Warning Notice"). The Warning Notice shall specify the performance shortcomings giving rise to its issuance. Upon receipt of the Warning Notice, the Contractor and the RTA shall work cooperatively and in good faith to mitigate, rectify or protect against such circumstances underlying the Warning Notice.

**SEC. 40 TERMINATION FOR DEFAULT**

(a) This Agreement may be terminated by either party for default. However, prior to any termination for default, the terminating party shall immediately notify the alleged defaulting party and provide it with thirty (30) Days in which to cure such default. Failure to cure such default or to commence a cure within such time frame, or within such reasonable additional period as the terminating party may allow, this Agreement shall terminate on the date specified in the notice of default.

(b) Events of Default. Subject to the provisions of this Section, the termination of this Agreement, in whole or in part, may occur, but is not limited to, in any one of the following circumstances:

(1) The Contractor fails to perform in accordance with the material requirements and standards set forth in this Agreement, including the Attachments hereto.

(2) The Contractor files for bankruptcy, becomes insolvent, or is unable or otherwise fails to pay or otherwise satisfy, in the ordinary course of business, its financial obligations to its suppliers, subcontractors, or employees.

(3) The Contractor assigns or transfers this Agreement or any right or interest herein, without prior written authorization by the RTA.

(4) The Contractor fails to maintain the insurance required under this Agreement or fails to provide the indemnification required hereunder.

(5) RTA fails to pay Contractor for services rendered under the terms of

the contract.

(c) Procurement of Replacement Services. In the event that the RTA terminates this Agreement in whole or in part under this Section, the RTA may procure, upon such terms and in such manner as the Chief Executive Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and the RTA are subject to resolution pursuant to Section 29.

(d) Settlement of Claims. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance to the provisions set forth in 48 CFR Part 49, as amended from time to time.

**SEC. 41 FORCE MAJEURE**

Except for the obligation to make payment and the obligation to indemnify all as set forth herein, a delay in or failure to perform by the Contractor shall not constitute a default that exposes it to liability for breach, if and to the extent the delay or failure to perform is caused by an occurrence beyond the reasonable control of the Contractor, including, but not limited to any failure of a Vessel or Force Majeure.

**SEC. 42 DISRUPTIONS IN SERVICE**

(a) Disruption Events. If the Contractor is unable, due to a Labor Action not caused by RTA or a Force Majeure, to provide services in full compliance with the requirements of the Agreement (a "Disruption Event"), the Contractor shall provide the RTA, within twenty-four (24) hours after such Disruption Event occurs, with a plan and specific timetable for restoring the services in compliance with this Agreement. In addition, if the Contractor has reason to believe that a Disruption Event is likely to occur, the Contractor shall notify the RTA as soon as reasonably possible and provide a plan and timetable for addressing such Disruption Event.

(b) Use of Alternative Services. If the Contractor fails to submit a timely plan for restoring services after a Disruption Event as required under subsection (a), or fails to restore services to the RTA's satisfaction within ten (10) calendar days after such Disruption Event, the RTA may, in lieu of finding the Contractor in default, obtain the services of an alternative operator or provide the services with its own resources (collectively referred to as "alternative services"). The RTA may utilize such alternative services as a substitute for all or any part of the Contractor's services, and may maintain such alternative services in effect until the Contractor is able to resume performance in full compliance with the Agreement.

(c) Limitation on Contractor's Compensation. The only compensation due and payable to the Contractor by the RTA during any Disruption Event shall be for the Work actually performed during such period.

**SEC. 43 AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees that the RTA, the Legislative Auditor of the State of Louisiana, the Office of the Governor Division of Administration auditors, the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all

Work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to this Agreement and the performance of Work under this Agreement, including but not limited to all contracts, leases, vouchers, checks, invoices, receipts and other documents prepared or executed in connection with the services provided under this Agreement, unless otherwise protected or restricted by local, state, or federal regulations. The RTA may also authorize representatives of other project funding partners to inspect and audit the records of the Contractor relating to the performance of Work under this Agreement. Further, the Contractor agrees to maintain all required records for at least five (5) years after the later of: (1) final payment to the Contractor under this Agreement; or (2) the resolution of any litigation, disputes, or related actions arising under this Agreement.

## SEC. 44 LACK OF FUNDS

The entering into the Agreement by the RTA is subject to its receipt of funds adequate to cover fees due hereunder and to carry out the provisions of the Agreement in full from the Operating Subsidy and passenger fares. The obligations of the Parties under this Agreement are contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Ferry Services, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Ferry Services, RTA may reduce or cease operation of the Ferry Service and modify or terminate this Agreement immediately, subject to payment of all compensation due to Contractor hereunder.

## SEC. 45 NO FEDERAL GOVERNMENT OBLIGATIONS

The Federal Government shall not be subject to any obligations or liabilities to the Contractor, or any other person other than the RTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation or contract, the Federal Government has no obligations or liabilities to any Party, including the Contractor.

## SEC. 46 WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce one or more of the terms or conditions of the Agreement or to execute any of its rights and privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

## SEC. 47 INTERPRETATION, JURISDICTION, AND VENUE

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Louisiana or the United States Maritime Laws. The Contractor hereby consents and submits to the jurisdiction of Orleans Parish Civil District Court or the U.S. District Court for the Eastern District of Louisiana for adjudication of any suit or cause of action arising under or in connection with this Agreement, or the performance of services hereunder, and further agrees that any such suit or cause of action may be brought in any such court.

## SEC. 48 OFFICIAL RECEIPT DURING CONTRACT PERFORMANCE

Communications in connection with the performance of services under this Agreement shall be considered received at the time actually received by the addressee or designated agent. Communications should be addressed as follows:

To the RTA:
Alex Wiggins, CEO
Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

To Contractor:
John Peter Laborde, President
LabMar Ferry Services, LLC 601
Poydras St # 1725
New Orleans, LA 70130

Either Party may change the authorized representative to whom and/or address at which such Party desires to receive written notice by delivery of written notice of such change to the Party as set forth herein. Any notice given under this Section will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the Party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated will not defeat or delay the giving of a notice.

## SEC. 49 SEVERABILITY

In the event any provision of this Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

## SEC. 50 ACKNOWLEDGEMENT OF RIVERWALK MARKETPLACE (NEW ORLEANS) LLC LEASE

As evidenced by Exhibit H Riverwalk Marketplace, LLC Lease, Contractor acknowledges Riverwalk Marketplace (New Orleans) LLC's rights and obligations pursuant to its Original Lease dated August 14, 1986, and recorded on October 7, 1988 in the Orleans Parish Conveyance Office under N. A. No. 668101 in COB 808G, folio 301-321 and the Amendment of the Agreement of Lease dated October 21, 2013, and recorded on October 23, 2013 in the Orleans Parish Conveyance office under N.A. No. 2013-39896.

## SEC. 51 SURVIVAL

The Parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding financial obligations or payments, indemnification, compliance with laws, and representations and warranties, shall survive any termination or expiration of this Agreement.

## SEC. 52 LEGAL COMPLIANCE

The Parties to this Agreement shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances, as shall all those employed in carrying out the provisions of this Agreement, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*).

## SEC. 53. COUNTERPARTS

This Agreement may be executed and delivered in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and/or ".pdf" and with separate signature pages with the same effect as though all Parties had executed and delivered the same original signature page.

[SIGNATURE PAGES TO FOLLOW]

The Parties hereto have caused this Agreement to be duly executed with all the formalities required by law.

REGIONAL TRANSIT AUTHORITY

By: _____
Alex Wiggins
Chief Executive Officer
Regional Transit Authority

Authority Date: 1/29/2021

Witnessed by:

_____

Date: 1/29/2021

APPROVED AS TO FORM

By: _____
1/29/2021

Accepted and Agreed:

LABMAR FERRY SERVICES, LLC

By: _____
John Peter Laborde, President

Date: _____

The Parties hereto have caused this Agreement to be duly executed, with all the formalities required by law.

REGIONAL TRANSIT AUTHORITY

By: _____
Alex Wiggins
Chief Executive Officer
Regional Transit Authority

Authority Date:

_____

Witnessed by:

_____

Date:

APPROVED AS TO FORM

By: _____

Accepted and Agreed:

LABMAR FERRY SERVICES, LLC

By: _____
John Peter Laborde, President

Date: 1/28/21

Acknowledged and agreed:

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

By:_____

Secretary

RECOMMENDED FOR APPROVAL:

By: _____

**Exhibit A** **Cooperative Endeavor Agreement for Ferry Services between State of Louisiana, Department of Transportation and Development and the New Orleans Regional Transit Authority**

This exhibit was provided to Contractor as part of the Interim Agreement, as found at https://www.norta.com/Business-Center/How-to-do- Business-with-RTA/New-Orleans-Ferry-Services-RFP and/or http://www.drivertaforward.com/operating-information.

**Exhibit B Blanket Bareboat Charter Agreement and Charter Orders**

This exhibit was provided to Contractor as part of the Interim Agreement, as found at https://www.norta.com/Business-Center/How-to-do- Business-with-RTA/New-Orleans-Ferry-Services-RFP and/or http://www.drivertaforward.com/operating-information.

## Exhibit C Blanket Bareboat Sub-Charter Agreement and Sub-Charter Orders

This exhibit was provided to Contractor as part of the Interim Agreement, as found at https://www.norta.com/Business-Center/How-to-do- Business-with-RTA/New-Orleans-Ferry-Services-RFP and/or http://www.drivertaforward.com/operating-information.

**Exhibit D Documents and Minimum Wage Requirements**

The following documents are currently available at RTA's network drive H:, accessible to Contractor:

- RTA Procurement Manual
- RTA Accident and Incident Investigation procedure
- RTA Disadvantage Business Enterprise Program
- RTA Fare Collection Policy
- RTA Facility PM Program
- RTA Ferry Vessels Maintenance Plan
- Minimum Wage Requirements - Sec. 70-806. - Living wage required.

(1) Every covered employer shall pay covered employees no less than the living wage for all hours worked as a covered employee. The living wage shall be $10.55, plus any applicable adjustment provided in subpart (2).

(2) The living wage shall be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except in no instance shall the living wage be adjusted downward. The first indexing adjustment shall occur on July 1, 2017 using the Consumer Price Index figures provided for the calendar year ended December 31, 2016, and thereafter on an annual basis.

(3) The designated department shall make the current living wage rates publicly available, including on the city's website.

(M.C.S., Ord. No. 26521, § 1, 8-6-15)

## Exhibit E Federal Requirements

This exhibit was provided to Contractor as part of the Interim Agreement, identified as Federal Requirements are provided as Attachment 6 to Request for Proposal 2019-030.

**Exhibit F Regional Transit Authority System Safety Program Plan / Agency Safety Plan**

Copy of Regional Transit Authority System Safety Program Plan / Agency Safety Plan available at RTA's network drive H:, accessible to Contractor.

**Exhibit G City Assisted Evacuation Plan**

This exhibit was provided to Contractor as part of the Interim Agreement, as found at https://www.norta.com/Business-Center/How-to-do- Business-with-RTA/New-Orleans-Ferry-Services-RFP and/or http://www.drivertaforward.com/operating-information.

**Exhibit H Riverwalk Marketplace, LLC Lease**

This exhibit may be found as Exhibit "I" to the Cooperative Endeavor Agreement for Ferry Services between State of Louisiana, Department of Transportation and Development and the New Orleans Regional Transit Authority.

## Cost Estimate – LabMar Ferry Services Contract Extension (2026)

The following cost estimate outlines the anticipated expenditures associated with a one-year contract extension for ferry services with LabMar Ferry Services for calendar year 2026. This estimate is based on the updated 2026 draft budget submitted by LabMar and reflects modest operational cost increases, refined projections, and agency-requested items. For comparison, the approved draft budget for 2025 is also provided.

Notably, all security costs and mandatory drydocking costs have been removed from the LabMar budget and will instead be handled internally by the RTA Safety and Security Department and RTA Marine Operations, respectively.

### I. Core Operational Budget

| Category | 2025 Draft Budget | 2026 Draft Budget | Change | Notes |
|---|---|---|---|---|
| Crew Costs | $4,724,339 | $4,716,828 | -$7,511 | 1% net increase; refined assumptions |
| Vessel Insurance | $1,021,289 | $1,086,398 | +$65,109 | 3% assumed increase |
| Repairs & Maintenance, Supplies, etc. | $1,339,000 | $1,404,500 | +$65,500 | Includes new barge-related costs |
| Management Fees | $990,000 | $930,000 | -$60,000 | 10% contract fee |
| G&A Personnel Expense | $1,288,719 | $1,251,127 | -$37,592 | Decrease in headcount offsets wage increases |
| Insurance (WC/Auto/General) | $762,924 | $420,324 | -$342,600 | Refined estimate |
| Misc. Office/Admin Expenses | $288,250 | $284,250 | -$4,000 | Minimal change |
| Professional Services | $517,475 | $187,615 | -$329,860 | Adjusted scope |

Subtotal: Core Operations

$10,585,964 (2025) → $10,281,042 (2026)

*Change: -$304,922*

## II. Surge Services (Event Support)

| Event | 2025 Draft Budget | 2026 Draft Budget | Notes |
|---|---|---|---|
| Mardi Gras (Crew) | $191,770 | $33,159 | Based on actuals |
| French Quarter Fest | $81,366 | $20,324 | Based on actuals |
| Gretna Fest | $24,035 | $17,353 | Based on actuals |
| Super Bowl / Essence / Misc. | $16,500 | $12,500 | 4 days of 1.5 boats |

Subtotal: Surge Services

$313,671 (2025) → $83,336 (2026)

*Change: -$230,335*

## III. RTA-Requested Items

| Item | 2026 Draft Budget | Notes |
|---|---|---|
| Algiers Point Terminal Operations | $85,000 | Estimated – scope to be finalized |
| Camera System O&M | $50,000 | Estimated |
| Algiers Point Office Janitorial | $26,400 | Estimated |
| Canal Street Terminal Security | Removed | Now covered by RTA Safety & Security Dept |
| RTA1/2 Dry Dock | Removed | Now covered by RTA Marine Operations |

Subtotal: RTA-Requested Items

$161,400 (2026)

***Total Estimated Cost (2026):***

$10,525,778 (Not to Exceed)

***Total Estimated Cost (2025):***

$12,345,667 (Not to Exceed)

**2025 vs 2026 (-1,819,889)**

AMENDMENT TO AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

LABMAR FERRY SERVICES, LLC

This AMENDMENT is entered into by and between the Regional Transit Authority, represented by its Chief Executive Officer, Lona Hankins ("RTA"), and LabMar Ferry Services, LLC, represented by its President, John Peter Laborde ("Contractor"). RTA and the Contractor are sometimes each referred to as a "Party," and collectively as the "Parties." This Agreement is effective as of the date of execution by RTA (the "Effective Date").

WHEREAS:

On January 28, 2021, RTA and Contractor entered into an Agreement for Ferry Service Operations and Maintenance for Contractor to operate and maintain Ferry Service operating out of Facilities provided by RTA (the "Agreement"); and

RTA and Contractor, each having the authority to do so, desire to enter this Amendment to renew the Agreement;

NOW THEREFORE, the Parties amend the Agreement as follows:

1. ***Extension*.** The term of the Agreement as provided in Section 4 of the Agreement is extended for an additional one year, from January 1, 2026, through December 31, 2026.

2. ***Compensation*.** The compensation described in Section 5(b) of the Agreement is amended such that the Not to Exceed Amount for Year 6 of is $10,525,778.

3. ***Additional Miscellaneous Provisions*.** The following terms and conditions are added to the Agreement:

    a. *Non-Solicitation Statement*. 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 Amendment. 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.

    b. *Prior Terms Binding*. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

c. *Counterparts*. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

d. *Electronic Signature and Delivery*. 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, RTA and the Contractor, through their duly authorized representatives, execute this Amendment.

REGIONAL TRANSIT AUTHORITY

BY: _____
LONA HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this _____ of _____, 202__

CONTRACTOR

BY: _____
JOHN PETER LABORDE, PRESIDENT

_____
FEDERAL TAX I.D.

# Purchase Order RTAP_01634

*Supplier Details:*

| | |
|---|---|
| Company | LABMAR FERRY SERVICES LLC |
| Contact | |
| Address | 601 POYDRAS STREET<br>SUITE 1725<br>NEW ORLEANS, LA 70130 |

*Submit your response to:*

| | |
|---|---|
| Company | Regional Transit Authority |
| Contact | Shaun Temple |
| Address | 2817 Canal Street<br>NEW ORLEANS, LA 70119 |
| Phone | |
| Fax | |
| E-mail | stemple@rtaforward.org |



This agreement between Regional Transit Authority and LABMAR FERRY SERVICES LLC is authorized for binding commitment. The parties hereto have read and executed this agreement as of Tuesday, July 22, 2025.

# Purchase Order RTAP_01634

| | |
|---|---|
| Order | **RTAP_01634** |
| Order Date | **22-JUL-2025** |
| Change Order | **0** |
| Change Order Date | **22-JUL-2025** |
| Revision | **0** |
| Ordered | **12,345,667.00 USD** |

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

Supplier
**LABMAR FERRY SERVICES LLC**
**601 POYDRAS STREET**
**SUITE 1725**
**NEW ORLEANS, LA 70130**

Bill To
**RTABU**
**2817 Canal Street**
**NEW ORLEANS, LA 70119**
**UNITED STATES**

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

*Notes* USD = US Dollar

| Customer Account Number | Supplier Number | Payment Terms | Freight Terms | FOB | Shipping Method |
|---|---|---|---|---|---|
| | **8702960** | **Net 30** | | | |

| Confirm To | | Deliver To Contact |
|---|---|---|
| **Shaun Temple** | | **Anitra Honore**<br>E-mail**anhonore@rtaforward.org** |

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| 1 | 2025 LabMar Ferry Budget (Maintenance Garage Shop) | 57,122.00 | | USD | | |
| | | **Promised** | 1 | USD | 57,122.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **57,122.00** | |
| 2 | 2025 LabMar Ferry Budget (Vehicle Maintenance-Vessel Servicing) | 1,000,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,000,000.00 | |

# Purchase Order RTAP_01634

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| | | **Requested** 7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,000,000.00** | |
| 3 | 2025 LabMar Ferry Budget (Vehicle Maintenance-Vessel Repairs) | 1,563,511.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,563,511.00 | |
| | | **Requested** 7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,563,511.00** | |
| 4 | 2025 LabMar Ferry Budget (Vehicle Maintenance-Vessel Damage & Insurance) | 1,354,221.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,354,221.00 | |
| | | **Requested** 7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,354,221.00** | |
| 5 | 2025 LabMar Ferry Budget (Service Vehicles-Servicing & Fuel) | 18,982.00 | | USD | | |
| | | **Promised** | 1 | USD | 18,982.00 | |
| | | **Requested** 7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **18,982.00** | |
| 6 | 2025 LabMar Ferry Budget (Vehicle Maintenance Service Vehicles -Inspection & Maintenance) | 15,175.00 | | USD | | |

# Purchase Order RTAP_01634

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| | | **Promised** | 1 | USD | 15,175.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **15,175.00** | |
| 7 | 2025 LabMar Ferry Budget<br>(Facility Maintenance -Structures) | 217,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 217,000.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **217,000.00** | |
| 8 | 2025 LabMar Ferry Budget<br>( Passenger Stations) | 187,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 187,000.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **187,000.00** | |
| 9 | 2025 LabMar Ferry Budget<br>(Facility Maintenance -GA Office) | 63,216.00 | | USD | | |
| | | **Promised** | 1 | USD | 63,216.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **63,216.00** | |
| 10 | 2025 LabMar Ferry Budget<br>(Security) | 550,245.00 | | USD | | |

# Purchase Order RTAP_01634

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| | | **Promised** | 1 | USD | 550,245.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **550,245.00** | |
| 11 | 2025 LabMar Ferry Budget (General Maintenance & Management) | 4,764,339.00 | | USD | | |
| | | **Promised** | 1 | USD | 4,764,339.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **4,764,339.00** | |
| 12 | 2025 LabMar Ferry Budget (Personnel Administration) | 43,386.00 | | USD | | |
| | | **Promised** | 1 | USD | 43,386.00 | |
| | | **Requested**<br>7/17/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **43,386.00** | |
| 13 | 2025 LabMar Ferry Budget (General Legal Services) | 40,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 40,000.00 | |
| | | **Requested**<br>7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **40,000.00** | |

# Purchase Order RTAP_01634

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| 14 | 2025 LabMar Ferry Budget (General Insurance) | 1,232,149.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,232,149.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,232,149.00** | |
| 15 | 2025 LabMar Ferry Budget (Data Processing) | 50,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 50,000.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **50,000.00** | |
| 16 | 2025 LabMar Ferry Budget (Finance and Accounting) | 40,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 40,000.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **40,000.00** | |
| 17 | 2025 LabMar Ferry Budget (General Function) | 130,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 130,000.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **130,000.00** | |

# Purchase Order RTAP_01634

| Line | Item | Price | Quantity | UOM | Ordered | Taxable |
|---|---|---|---|---|---|---|
| 18 | 2025 LabMar Ferry Budget (Managment Fee) | 1,000,000.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,000,000.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,000,000.00** | |
| 19 | 2025 LabMar Ferry Budget (Promotion) | 1,958.00 | | USD | | |
| | | **Promised** | 1 | USD | 1,958.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **1,958.00** | |
| 20 | 2025 LabMar Ferry Budget (Injuries & Damages) | 17,363.00 | | USD | | |
| | | **Promised** | 1 | USD | 17,363.00 | |
| | | **Requested** 7/18/25 | | | | |
| | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. | | | | | |
| | | | | **Line Total** | **17,363.00** | |
| | | | | **Total** | **12,345,667.00** | |