



2817 Canal Street  
New Orleans, LA 70119

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

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**Thursday, August 8, 2024**

**9:00 AM**

**RTA Board Room**

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**SPECIAL MEETING: COMMITTEE-OF-THE-WHOLE**  
**(Operations & Administration Committee and the Finance Committee)**

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a special meeting will be held in person on Thursday, August 8, 2024 at 9:00 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: [rtaoard@rtaforward.org](mailto:rtaoard@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 ([rtaoard@rtaforward.org](mailto:rtaoard@rtaforward.org)).

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Meeting Minutes**

**4. Reports**

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

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

## 5. Consent Agenda

- Substation Upgrade/Repairs [24-055](#)
- Replacement of Track Switch Boxes and Cleanouts [24-057](#)
- Zero-Emission Fleet Planning [24-065](#)

## 6. Ratifications

- Cyber Insurance Placement and Renewal of Excess Liability and Automobile Physical Damage Insurance [2024-2025] [24-061](#)
- Change Order Request: Agreement for Ferry Service Operations and Maintenance [24-063](#)

## 7. Authorizations

- Award Contract to CTE for Lo/No PM Services [24-054](#)
- McPherson Oil Extension #2 [24-066](#)
- Amendment the Transit Agreement between the City of Kenner and Regional Transit Authority (RTA) [24-072](#)
- Cooperative Endeavor Agreement (CEA) between The University of New Orleans (UNO) and Regional Transit Authority (RTA) [24-073](#)
- A Cooperative Endeavor Agreement (CEA) Between the City of New Orleans and the Regional Transit Authority for the Zero Transit Fare for Opportunity Youth Program [24-078](#)
- [Special Recognition Resolution of Former RTA Commissioner Earline Roth] [24-079](#)

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

**9. Audience Questions and Comments**

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

- BRC Construction Group, LLC versus New Orleans Regional Transit Authority, Civil District Court for the Parish of Orleans No.: 2024-0335, Div. "F"- 5
- Ernest N. Morial Exhibition Hall Authority versus Regional Transit Authority Civil District Court No. 2021-04470, Division "J-15"

**11. Adjournment**

[08.08.24 Special Board Meeting PowerPoint Presentation]

**24-084**



Board Report and Staff Summary

File #: 24-055

Board of Commissioners

Substation Upgrade/Repairs

|   |   |
|---|---|
| DESCRIPTION: A request for Powell Electrical Systems to repair the substation circuit breaker and components.   | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to Powell Electrical Systems to repair three operationally essential substations at a cost not to exceed \$1,046,565.00.

ISSUE/BACKGROUND:

Our substations that receive incoming AC power from Entergy and converts it to DC power for streetcar use is approaching half of its useful life of 40-50 years and parts are starting to fail with no replacement parts available such as circuit breakers, which work as a protection device that controls the flow of electricity using an internal switch that trips when there is excessive current in the circuit from an overload or a short circuit. This procurement will be a part of an ongoing program as new components are released. Without this critical procurement streetcar service will become limited and may be cancelled due to substation failures.

DISCUSSION:

The substations that require heavy repairs were manufactured as follows: Dublin (06/2007), Valance (08/2007), and Calliope (12/2006). On 9-28-23 three of our six circuit breakers were sent to the manufacturer (Powell Electrical Systems) for repairs due to failures and it was discovered repairs could not be made due to the age of the breakers and parts becoming obsolete in 2019 (See AttD-ETB-0015). Proprietary rights to this equipment are held by Powell Electrical Systems (See AttA-259159-SAE-FO-0037). Powell Electrical Systems has worked on a retrofit system to bring our current substations up to date to accept the available circuit breakers with delivery of the complete package estimated at 80 weeks (See 259159-Proposal section 6 page 8 for table). Along with this retrofit system, our Mechanical Operation Disconnect (MOD) will be upgraded to accept the new circuit breakers. Currently, our substations are producing limited power due to operating on 1 circuit breaker per substation and if failed it could cause the St. Charles streetcar line to shut down until equipment is received. The lead time for the circuit breakers is 80 weeks after issuance of purchase order which would currently be January of 2026 for repairs. The RTA was awarded funds through LA-2023-001 ALI 12.14.30 to make repairs to streetcars.

FINANCIAL IMPACT:

Funding is available through grant funding (LA-2021-028 ALI 12.42.06), the total estimated cost of this equipment repair/retrofit is \$1,046,565.00 which will be funded by the grant mentioned above.

NEXT STEPS:

When approved to proceed, the team will issue a purchase order and notify Powell Electrical Systems to proceed.

ATTACHMENTS:

1. Resolution
2. Routing Sheet
3. AttD-ETB-0015
4. AttA- 259159-SAE-FO-0037
5. 259159-Proposal
6. Independent Cost Estimate

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

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

7/2/2024

Date





RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF ORLEANS

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**AUTHORIZATION TO AWARD A CONTRACT TO POWELL ELECTRICAL SYSTEMS TO  
REPAIR/UPDATE THREE SUBSTATIONS**

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Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner  
\_\_\_\_\_.

**WHEREAS**, the Chief Executive Officer of the RTA needs to make operational critical; repairs to Dublin, Calliope, and Valance substations; and

**WHEREAS**, the repair of these three substations will enable the RTA to effectively carry out its day-to-day operation; and

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

**WHEREAS**, staff evaluated all cost components submitted by Powell Electrical Systems as a sole source and determined the price to be fair and reasonable; and

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that the repair of these three substations is critical to maintaining the function, reliability, and support of streetcar operations on behalf of the Regional Transit Authority; and

**WHEREAS**, funding is not to exceed **ONE MILLION FORTY-SIX THOUSAND FIVE HUNDRED AND SIXTY-FIVE DOLLARS** \$1,046,565.00 from grant funds for the above repairs is made available through Grant LA-2023-001 ALI 12.42.06.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract for the substation upgrade.

**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 \_\_\_<sup>th</sup> DAY OF MONTH, 2024.**

\_\_\_\_\_  
**Mark Raymond Jr.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**





**Regional Transit Authority  
SOLE SOURCE JUSTIFICATION FORM  
FOR TRANSACTION OVER \$25,000**

**FOR PROCUREMENT USE ONLY:**

**FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.**

1. The materials/services listed on Requisition number #N/A is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

2. This acquisition is restricted to the following source:

|   |   |
|---|---|
| <b>MANUFACTURER</b>                     |   |
| Manufacturer Name                       | Powell Electrical Systems                                       |
| Manufacturer Address                    | 8967 Pleasantwood Ave NW North Canton, OH 44720                 |
| Manufacturer's Dealer/Representative    | Joey Nelson   |
| Dealer/Representative address and Phone | 8967 Pleasantwood Ave NW North Canton, OH 44720<br>225-324-4231 |

3. Description of the materials/service required, the estimated cost, and required delivery date.

|                            |                           |
|----------------------------|---------------------------|
| <b>DESCRIPTION</b>         |                           |
| Materials/Services/Product | Powell Electrical Systems |
| Estimated Cost             | \$1,046,565.00            |
| Required Delivery Date     | December 25, 2025         |

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system

Powell has proprietary rights to our substations and are the only company who has the information to repair/upgrade our failing system.

5. Reason for sole-source

Patent, copyright, or proprietary data limits

**(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole**



source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

Unique Capability or Availability  
Patents or Restricted Data Rights

**CERTIFICATION**

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

|               |                              |
|---------------|------------------------------|
| REQUESTOR     |                              |
| Request ID #  | 190                          |
| Name          | BAILEY, FLOYD JR             |
| Title         | DIRECTOR OF RAIL MAINTENANCE |
| RTA Extention | 8460                         |

BAILEY, FLOYD JR

May 29, 2024

**Requestor**

**Date**

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

**Department Head: Floyd Bailey**

Floyd Bailey

May 29 2024

**Signature**

**Date**

**B. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Yes

**Director of Grants/ Federal Compliance : Ronald Gerard Baptiste**

Ronald Gerard Baptiste

May 29 2024

**Signature**

**Date**

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

Additional Safety Requirements Attached

**Chief: Michael J. Smith**



*Michael J. Smith*

May 30 2024

Signature

Date

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

**Risk Management Analyst:** Marc L Popkin

*Marc L Popkin*

May 30 2024

Signature

Date

**D. Funding Source:**

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

Multiple Years allocation if required:

| Year                   | Amount |
|------------------------|--------|
| Year-1                 |        |
| Year-2                 |        |
| Year-3                 |        |
| Year-4                 |        |
| Year-5                 |        |
| <b>Total all years</b> |        |

**Estimated Amount:** \$1,046,565.00

**Total Estimated Cost:** \$1,046,565.00

**Funding Type:** Federal

**Capital/Grant Project ID:** LA2023-001

| Federal Funding    | State | Local | Other |
|--------------------|-------|-------|-------|
| \$1,725,000.00     |       |       |       |
| Projected Fed Cost | State | Local | Other |
| \$1,046,565.00     |       |       |       |

|               |              |
|---------------|--------------|
| FTA Grant IDs | Budget Codes |
|---------------|--------------|



|             |  |
|-------------|--|
| LA 2023-001 |  |
|             |  |
|             |  |
|             |  |

**Budget Analyst:**

**Signature**

**Date**

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**E. DBE/SBE GOAL:**

|   |                  |
|---|------------------|
| 0 | % DBE            |
| 0 | % Small Business |

**Director of Small Business Development:**

Adonis C Expose'

*Adonis C Expose'*

**Signature**

May 30 2024

**Date**

**DBE/EEO Compliance Manager::**

Adonis C Expose'

*Adonis C Expose'*

**Signature**

May 30 2024

**Date**

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**F. Information Technology Vetting:**

**IT Director: Sterlin J. Stevens**

Sterlin J. Stevens

**Signature**

May 30, 2024

**Date**

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**G. Authorizations: I have reviewed and approved this sole source justification request.**

**Chief: Ryan moser**

Ryan moser

**Signature**

May 29 2024

**Date**

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**Director of Procurement: Ronald Gerard Baptiste**

Ronald Gerard Baptiste

**Signature**

May 30 2024

**Date**

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**Chief Financial Officer:: Required if Total Cost above \$15K**

Gizelle Johnson Banks

*Gizelle Johnson Banks*

June 04 2024



Signature

Date

**Chief Executive Officer:: Required if Total Cost above \$50K**

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**Lona Edwards Hankins**

*Lona Edwards Hankins*

Signature

**June 05 2024**

Date

## **Engineering Technical Bulletin: 0015 (Notice of Obsolescence)**

**Product Line: DC Breaker**

**Models: NC-4 and NC-6 (HWD Style)**

**Date: June 22, 2018**

Since 2007 Powell has not manufactured the HWD Style DC Circuit Breakers as an active product line but has continued support of the product line with new breakers and spare parts. Due to the low demand for the HWD Style breakers over the last ten years, the difficulty and expense of obtaining parts, and the availability of the more modern Model NDC breakers the HWD Style breakers manufactured by Powell have been declared obsolete. Powell understands that establishing a framework for obsolescence management and planning a cost effective obsolescence management process through all phases of the product lifecycle is a critical activity of our customers. For this reason Powell has generated this notice of product obsolescence to clearly communicate to our customers what they can expect from Powell for the HWD Style DC Breakers which will allow them to properly plan for managing their obsolete equipment. Powell remains committed to supporting our customers and maintaining our relationships while remaining transparent with our plans for product obsolescence.

Effective immediately Powell has implemented an obsolescence schedule for the DC Breaker Models NCD4 (4000A) and NCD6 (6000A). The schedule is as follows:

*Effective Date: June 22, 2018*

New NCD4 and NCD6 complete breakers are no longer available for purchase.

*Effective Date: December 22, 2018*

Low criticality spare parts no longer available. Recommended spare parts still available for purchase (See Table 1) as after-market purchase. Breaker inspections available via Powell Service.

*Effective Date: June 22, 2019*

Recommended spare parts no longer available. Product and Models completely obsolete and no new or spare parts are supported by Powell. Breaker inspections available via Powell Service.

All new DC Breaker requests will be provided with the Model NDC breaker. In an effort to support the transition of Powell customers to the Model NDC breaker Powell has included information on this breaker in this notice. Model NDC Breakers are available as completely new breakers and switchgear. Please contact Powell for additional information on the readily available Model NDC Breaker and Switchgear which has an expected manufacturing life of over 25 years.

Powell is available to assist the customer in developing their own replacement program for the HWD Style breakers with the Model NDC Breakers. Powell's service group is also available to inspect any existing HWD Style breakers, which will include a report recommending repair or replacement, prior to the end of the final obsolescence date.

Table 1: Recommended Spare Parts (Excerpt from IB-25000)

| Part Name                 | Old Part Number | New Part Number | Rating/Comment           |
|---------------------------|-----------------|-----------------|--------------------------|
| Closing Contactor         | A1321-4-2-48    | A1321-4-2-48    | All Ratings              |
| Control Relays            | KRPA-11DG-125   | KRPA-11DG-125   | 125VDC                   |
| Stationary Main Contacts  | 8206C62G04      | 22208H00003001  | 4000A Breaker            |
| Stationary Main Contacts  | 8206C68G04      | 22208H00003002  | 6000A Breaker            |
| Stationary Arcing Contact | 1804926         | 22208H00002001  | 4000A/6000A Breaker      |
| Hold/Trip Coil            | 300P885G01      | 22203P00000004  | All Voltages             |
| Main Closing Coil         | 300P849G02      | 22203P00000002  | 48VDC                    |
| Main Closing Coil         | 300P849G01      | 22203P00000001  | 125VDC                   |
| Main Closing Coil         | 300P849G03      | 22203P00000003  | 220VDC                   |
| Contact Arm Assembly      | 6386C50G03      | 22209G00000001  | 4000A Breaker            |
| Contact Arm Assembly      | 6386C50G04      | 22209G00000002  | 6000A Breaker            |
| Arc Chute Assembly        | 3D51073G01      | 22202G00000001  | Up to 1200V              |
| Rocking Beam Relay        | 684C069G01-A    | 22307P00000001  | 4000A Breaker (100-400%) |
| Rocking Beam Relay        | 684C069G01-B    | 22307P00000002  | 6000A Breaker (100-400%) |
| Rocking Beam Relay        | 684C069G01-C    | 22307P00000003  | 2000A Breaker (100-400%) |
| Rocking Beam Relay        | 684C069G01-D    | 22307P00000004  | 2500A Breaker (100-400%) |
| Rocking Beam Relay        | 684C069G01-E    | 22307P00000005  | 1600A Breaker (100-400%) |
| Primary Finger Clusters   | 679C711G08      | 22212G00000001  | All Ratings              |
| Lubrication Kit           | POWLUBE-102     | POWLUBE-104     | All Ratings              |

Please contact Powell for any questions you have about this product obsolescence and to plan any spare parts orders while they are still available.

Regards,



**Matt Zeedyk**

*Technical Manager*

*Electrical Division – North Canton*

**Powell Electrical Systems, Inc.**

Email: [matt.zeedyk@powellind.com](mailto:matt.zeedyk@powellind.com)

Phone: 330.572.2543

Cell: 330.340.2778

Attachments: Powell NDC Breaker/Switchgear Brochure

**Engineering Technical Bulletin: 0015 (Notice of Obsolescence)**

**Product Line: DC Breaker**

**Models: NC-4 and NC-6 (HWD Style)**

**Form 01: Users List**

This Users List summarizes the customers effected by ETB-0015, Notice of Obsolescence for HWD Style DC Breakers.

Table 1: Users List

| <b>User</b>                                    | <b>Project or Substation</b>              |
|--|---|
| DFW Airport                                    | Dallas/Ft. Worth APM                      |
| Shanghai Metro                                 | GongHe and XinMin Line Extension          |
| Chicago Transit Authority (CTA)                | Grace and Clark Substations               |
| Bombardier                                     | Neihu Test Track                          |
| Metro (Minneapolis)                            | Hiawatha Line                             |
| Bay Area Rapid Transit (BART)                  | Extension, TPSS and Gap Stations, WSS     |
| Baltimore MTA                                  | Monument Substation                       |
| Miami Airport                                  | APM                                       |
| Dallas Area Rapid Transit (DART)               | Contract C-98000041, Light Rail Extension |
| Denver RTD                                     | Substation Upgrades                       |
| MARTA  | Yard and Shop Replacement                 |
| Dulles Airport                                 | APM                                       |
| Coast Mountain Bus Company                     | Vancouver Transit Centre, Project 0204-14 |
| Metra (Chicago)                                | Brookdale Substation                      |
| LA Metro                                       | Goldline Extension                        |
| New Orleans Regional Transit Authority (NORTA) | St. Charles Avenue Streetcar Line         |
| Translink                                      | Canada Line Extension                     |
| Atlanta Airport                                | APM (PDS-1, PDS-2, PDS-3)                 |

Regards,



**Matt Zeedyk**

*Technical Manager*

*Electrical Division – North Canton*

**Powell Electrical Systems, Inc.**

Email: [matt.zeedyk@powellind.com](mailto:matt.zeedyk@powellind.com)

Phone: 330.572.2543

Cell: 330.340.2778





# Powell Type NDC-DC Switchgear

DC SWITCHGEAR INCORPORATING THE HAWKER SIDDELEY NDC HIGH SPEED CIRCUIT BREAKER



## INTRODUCTION

Powell DC Switchgear incorporating the Hawker Siddeley NDC High Speed DC Circuit breaker provides a reliable product with proven technology for application in your transit project. Building on the 80 year track record of DC design this switchgear solution offers optimal safety and the high speed performance you require.

## KEY FEATURES

- Proven technology and minimal maintenance
- A long service life designed to exceed 30 years
- Superior compact design concept
- High speed operation
- Unidirectional direct acting overload
- Bi-directional direct acting overload
- Simple and reliable mechanism - no mechanical latch
- Ergonomic, intuitive truck isolation and interlocking
- Enhanced electrical and mechanical endurance
- Patented arc transfer coil
- Fully bi-directional current interruption
- Silver tungsten carbide main contacts
- Hard-wearing and long-life main contacts
- Selectable UV trip for control power
- Integral racking handle on breaker
- Common spare parts for 4kA, 6kA and 8kA

| RATINGS  |                    |                    |                    |
|--|--------------------|--------------------|--------------------|
| Rated Voltage (VDC)                              | 800VDC             | 1200VDC            | 1600VDC            |
| Rated Service Current (A)                        | 4000/6000/8000     | 4000/6000/8000a    | 4000/6000          |
| Nominal Voltage (VDC)                            | 750                | 1200               | 1500               |
| Power Frequency Withstand Level (kV)             | 3.7kVac OR 5.2kVdc | 4.5kVac OR 6.8kVdc | 5.4kVac OR 7.6kVdc |
| Rated Short Circuit Current(kA <sub>p</sub> /kA) | 200/120            | 132/180            | 100/60             |
| Mechanical Endurance                             | 20,000 operations  | 20,000 operations  | 20,000 operations  |
| Breaking Characteristic                          | High Speed         | High Speed         | High Speed         |
| Auxilliary Operating Supply (VDC)                | 125 <sup>1</sup>   | 125 <sup>1</sup>   | 125 <sup>1</sup>   |

1-other voltages available



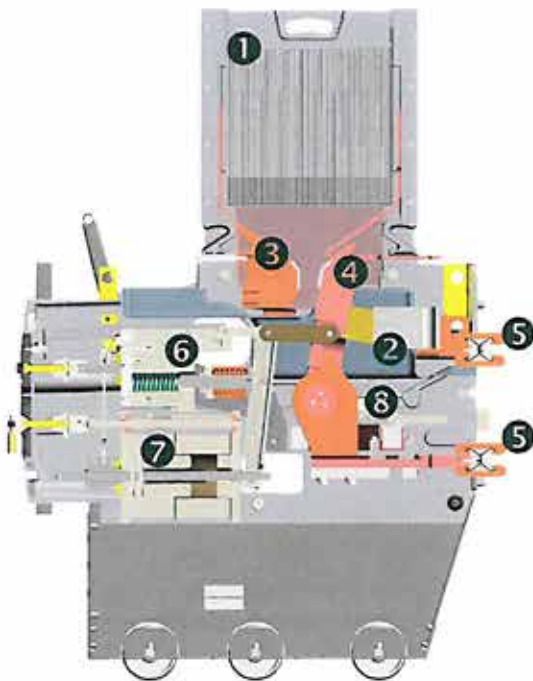
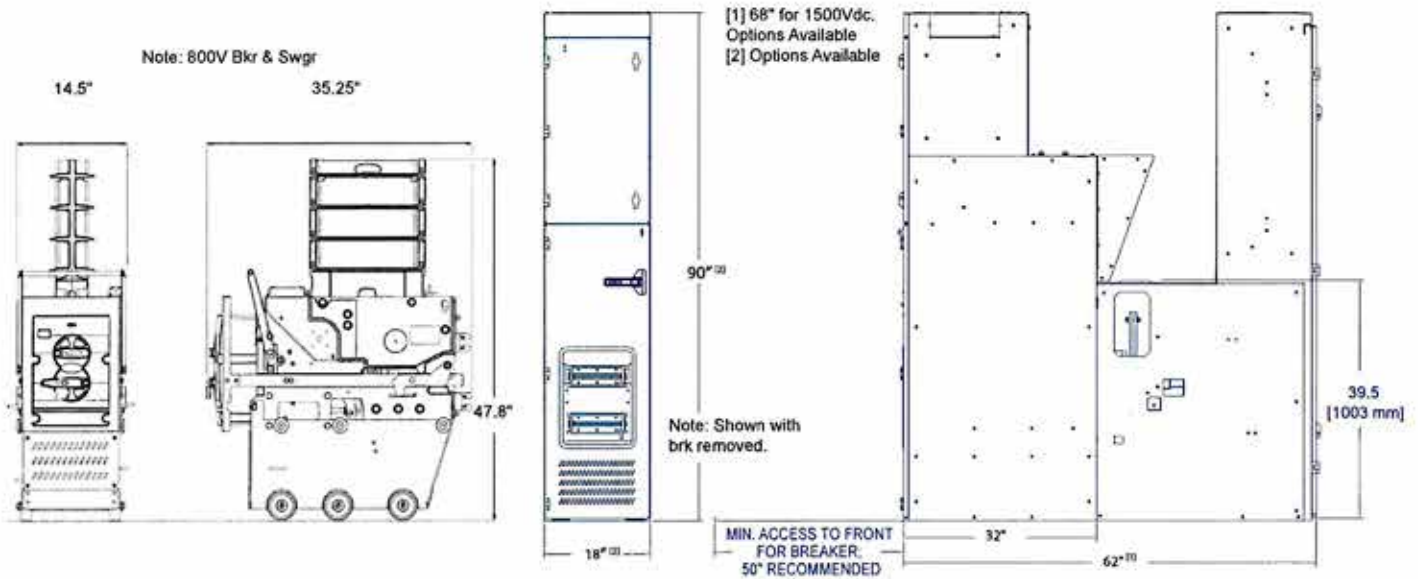
## STANDARDS/TESTING

The equipment has been designed and tested to IEEE C37.14:2002, IEEE C37.16:2009, IEE C37.20.1:2002, and IEE 693:2005.

## DIMENSIONS AND FEATURES

## Typical Weights Including Circuit Breaker (lbs)

|       | 800Vdc<br>Breaker<br>and Cell | 800Vdc<br>Breaker<br>and Cell | 1600Vdc<br>Breaker<br>and Cell | 1600Vdc<br>Breaker<br>and Cell |
|-------|-------------------------------|-------------------------------|--------------------------------|--------------------------------|
| 4000A | 1460                          | 585                           | 1530                           | 655                            |
| 6000A | 1560                          | 610                           | 1625                           | 675                            |
| 8000A | 1600                          | 630                           | N/A                            | N/A                            |



- 1 The arc transfer system prevents internal contamination of the circuit breaker compartment and cubicle. The Cold Cathode Arc Chute Assembly (1) dissipates all arc while the transfer coil (2) provides additional magnetic flux across the contact gap, assisting with the interruption of low currents that would lead to long arcing times.
- 2
- 3 Fixed Contacts
- 4 Moving Contact Assembly
- 5 Primary Disconnects
- 6 The patented Magnetic Latch mechanism provides the primary means of "high speed" tripping of the circuit breaker. Working in conjunction with the Magnetic Actuator, the latch directly holds the circuit breaker contacts closed.
- 7 The Magnetic Actuator is based on a solenoid plunger, and provides the motion required to close the main contacts and to reset the latch device on tripping.
- 8 The uni-directional Direct Acting Release trips the circuit breaker when the current in the main circuit exceeds the overload setting.



Proposal Number: 259180, Rev. 1  
Issue Date: 5/21/2024  
Validity Expiration: 6/21/2024

New Orleans Regional Transit  
New Orleans, LA

Attn: Floyd Bailey Jr.  
Phone: 504-827-8460  
Email: [fbailyjr@rtaforward.org](mailto:fbailyjr@rtaforward.org)

Mr. Bailey

We are pleased to offer the following proposal which is our understanding of your requirements subject to acceptance prior to or on the Validity Expiration date noted above. Please advise if there are any questions regarding this proposal. A summary of the scope of work is offered below:

Original Equip Quote/SO #: 259159  
Project: NORTA – HWD REPLACEMENT  
End User: New Orleans RTA  
Location: New Orleans, LA

Proposal scope and pricing valid for thirty (30) days from Issue Date noted at the top of this page.  
Powell reserves the right to review and/or modify scope contents, equipment pricing, labor rates, and/or terms associated with this proposal if expired.

Thank you for your time and we look forward to working with you on this project.

Regards,

**Joseph “Joey” Nelson**  
11662 Investor Drive  
Baton Rouge, LA 70809  
National Account Sales Executive  
P: 225-324-4231  
E: [joseph.nelson@powellind.com](mailto:joseph.nelson@powellind.com)

## PROJECT SCOPE SUMMARY

### Pricing

This project's pricing is based on the necessary labor, materials, and equipment to complete the project as stated within this proposal. The Terms of Payment section of this proposal outlines specific pricing type for this proposal.

- Invoicing as per this proposal terms and Commercial Summary

### Field Services

#### Base Bid Items

- Field Demolition and Installation of the two new HWD breakers and cells for each substation.
- Field Services for Site Acceptance Testing and Equipment Startup (Startup Support) and operational checks.
- **Onsite Customer Training**

### Attachments / Appendices

- APPENDIX A: Field Service Work Instructions
- APPENDIX B: Powell Standard Terms and Conditions

### Project Narrative:

- Powell to provide field technicians for Field Demolition and Installation of the two new HWD breakers and cells for each substation.
- Powell to provide field technicians for Site Acceptance Testing and Equipment Startup (Startup Support) and operational checks.
- Powell to service to New Orleans, LA from Powell – Houston, TX.

### GENERAL

- See Appendix A – Field Work Instructions for further details regarding each of the listed activities noted above.
- Powell services provided via this proposal is solely based on the equipment as listed in the Equipment sub-section (below). Any equipment not listed in the Equipment sub-section is not included and would require additional work which can be performed on a Time & Material basis and will be invoiced in accordance with the Commercial Summary's Project Pricing Rates sub-section of this proposal.
- Powell report to be provided following completion of the work scope as defined within this service proposal.

### Working Man-Days, Standard Working Hours, and Mobilizations

- Work to be performed by Powell Factory Certified technician(s).
- All onsite Working Man-Days are based on eight (8) hours per day per technician as noted below for each line item.
- All onsite Standard Working Man-Days are based on Powell Technician(s) working four (4) consecutive eight (8) hour days excluding weekends and/or US Holidays.
- Any work performed on the fifth or sixth (5<sup>th</sup> or 6<sup>th</sup>) day is considered Overtime.
- Any work performed on the seventh (7<sup>th</sup>) day is considered Premium time.
- Any work performed in addition to the standard eight (8) hours of Standard Working Man-Days is considered Overtime, except on the seventh (7<sup>th</sup>) day which is considered Premium time.
- Powell Field Engineers, Advisor, and/or Technicians are limited to twelve (12) hours per day (excluding turnover time). Any field services in excess of twelve (12) hours on any given day require Powell Management approval and will be billed as Premium time regardless of the day of the week.
- See Commercial Summary/Project Pricing Rates for further clarification regarding Standard Working-Days.
- Delays at no fault of Powell that result in Powell technicians working more or less than a Working Man Day (as defined below per line item) will result in standby charges, additional Working Man-Day(s), additional overtime, and/or additional mobilization(s) to complete the tasks.

- Listed below is the number of required personnel, working hours and days, and mobilizations.

## FIELD WORK SCOPE

### DEMOLITION AND INSTALLATION PLAN DEVELOPMENT WITH JOB WALK (TYPICAL)

#### SUMMARY

Powell to perform an onsite Job Walk with customer representatives and develop a project Demolition and Installation Plan based on the electrical equipment within the original equipment quotation and in accordance with project specifications.

Powell will provide field service labor to complete the quoted scope of work. All work to be performed in accordance with manufacturer standards and the clarifications provided in this proposal.

| Substation | Line Item | Description of Service Activity                                    | Techs | Days | Hrs/Day | Mob |
|------------|-----------|--|-------|------|---------|-----|
| Calliope   | 01        | SERVICE – Site Job Walk  | 1     | 1    | 8       | 1   |
|            |           | SERVICE – Demo/Install new breakers                                | 4     | 7    | 8       |     |
| Calliope   | 02        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Calliope   | 2     | 2    | 8       | 1   |
| Calliope   | 03        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Calliope | 2     | 1    | 8       |     |
| Calliope   | 04        | STARTUP - Phase 3: Energization Assistance - Calliope              | 1     | 1    | 8       |     |
| Calliope   | 05        | SERVICE - Phase 4: Final Operational Checks - Calliope             | 1     | 2    | 8       |     |
| Dublin     | 06        | SERVICE – Site Job Walk  | 1     | 1    | 8       | 1   |
|            |           | SERVICE – Demo/Install new breakers                                | 4     | 7    | 8       |     |
| Dublin     | 07        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Dublin     | 2     | 2    | 8       | 1   |
| Dublin     | 08        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Dublin   | 2     | 1    | 8       |     |
| Dublin     | 09        | STARTUP - Phase 3: Energization Assistance - Dublin                | 1     | 1    | 8       |     |
| Dublin     | 10        | SERVICE - Phase 4: Final Operational Checks - Dublin               | 1     | 2    | 8       |     |
| Valance    | 11        | SERVICE – Site Job Walk  | 1     | 1    | 8       | 1   |
|            |           | SERVICE – Demo/Install new breakers                                | 1     | 7    | 8       |     |
| Valance    | 12        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) -Valance     | 2     | 2    | 8       | 1   |
| Valance    | 13        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Valance  | 2     | 1    | 8       |     |
| Valance    | 14        | STARTUP - Phase 3: Energization Assistance - Valance               | 1     | 1    | 8       |     |
| Valance    | 15        | SERVICE - Phase 4: Final Operational Checks - Valance              | 1     | 2    | 8       |     |

## SCOPE OF WORK

Powell to develop a customized project Demolition and Installation Plan based on information provided by the customer, obtained during Job Walk, and in accordance with the specifications submitted during quotation period. In the project Demolition and Installation Plan, the following items will be provided:

- **Job Walk**
  - Meeting with customer technical personnel to identify any concerns, potential hazards, timeline constraints, space issues, etc. that may impact the schedule and completion.
  - Inspection of customer site and electrical distribution equipment to determine:
    - Staging of equipment and personnel prior to commencing the installation and commissioning
    - Access points to the equipment and facility
    - Utility (electrical) accessibility
    - Review with customer of the equipment to be installed and commissioned
    - Review of any additional parts or materials needed to complete the installation and commissioning
    - Determination of site facilities (breakrooms, restrooms, drinking water, etc.)
  - Review and walk through of the customer's schedule
  - Review of all safety requirements and training prior to Powell personnel commencing activities
  - Review of the Lock-out/Tag-out to be utilized during the Installation
  - Review of the Lock-out/Tag-out to be utilized during the Commissioning
  
- **Demolition Plan**
  - Outline and format of a typical installation procedure.
  - Installation plan revision procedure and controls.
  - Installation Schedules and List of Schedules to include:
    - Installation Personnel
    - Installation Sub-contractors
    - Installation Lists
    - Required Material Handling Equipment
  - Organization and personnel responsibilities.
  - Problem identification and resolution guidelines.
  - Overall description of the report format
  
- **Installation Plan**
  - Outline and format of a typical installation procedure.
  - Installation plan revision procedure and controls.
  - Installation Schedules and List of Schedules to include:
    - Installation Personnel
    - Installation Sub-contractors
    - Installation Lists
    - Required Material Handling Equipment
  - Organization and personnel responsibilities.
  - Problem identification and resolution guidelines.
  - Overall description of the report format.

## **SWITCHGEAR DEMO & INSTALLATION (TYPICAL)**

### **SUMMARY**

Powell will provide field service labor to complete the quoted scope of work. All work to be performed in accordance with manufacturer standards and the clarifications provided in this proposal

### **SCOPE OF WORK**

This Scope of Work is for Demolition and Installation of the electrical distribution equipment only.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
  - Powell developed project Field Demolition and Installation Plan
  - Manufacturer's recommended and/or industry standard testing protocols, as required.
  - Instruction bulletins for the respective equipment supplied.

### **Overview of Demolition and Installation Sequence and/or Activities**

- Site would be prepared by others.
- Rigging Equipment (by others) would be staged.
- Shipping materials would be removed and placed in waste container for disposal.
- Build, Test, and Installation of Jumpers
- Demolition of existing switchgear.
- Placement of new switchgear.
- Switchgear segments would be joined.
- Anchoring and final structural connection of shipping splits would be performed.
- Bus bars and Interior wiring interconnections would be made.
- Racking components installed, verified to rack properly and to be aligned in associated cubicle.
- Removal of Jumpers
- Field Demolition, and Installation Plan to contain detailed instructions regarding demolition and installation of the electrical distribution equipment

### **Specific Customer Requirements**

The client shall be responsible for the following:

- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the equipment.
- Customer shall be responsible for de-terminating and re-terminating all 'external' equipment wiring.
- Customer shall be responsible for de-terminating and re-terminating all 'external' feeder power cables.
- Any site lighting, adequate 120/240VAC power, and waste container access would be provided by others.

## **SWITCHGEAR TESTING & COMMISSIONING (TYPICAL)**

### **SUMMARY**

Powell will provide field services based on the following services for the project at the customer's site.

### **WORKING MAN-DAYS, STANDARD WORKING HOURS, AND MOBILIZATIONS**

- Work to be performed by Powell Service Division Factory Certified technicians
- All onsite Working Man-Days are based on eight (8) hours per day per technician.
- All onsite Working Man-Days are based on Powell Technicians working consecutive days excluding weekends and/or US Holidays.
- Delays at no fault of Powell that result in Powell technicians working more or less than a Working Man Day (eight (8) hours per day per technician) will result in standby charges, additional Working Man-Day(s), additional overtime, and/or additional mobilization(s) to complete the tasks.
- Listed below is the number of required personnel, working hours and days, and mobilizations.

### **EQUIPMENT**

The following list of equipment will have Baseline and Functional Testing, and where required, Final Operational Checks performed per the Scope of Work documents.

| <b>Equipment</b>                           | <b>Calliope</b> | <b>Dublin</b> | <b>Valance</b> |
|--|-----------------|---------------|----------------|
| <b>DC Structures, Components and Cells</b> |                 |               |                |
| DC Switchgear Sections                     | 2               | 2             | 2              |
| <b>MV Circuit Breakers / Disconnects</b>   |                 |               |                |
| DC Breaker                                 | 2               | 2             | 2              |

## **SERVICE – Phase 1: Site Acceptance Testing - Baseline**

### **SUMMARY**

Powell will provide Factory Certified technician(s) for baseline testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

### **SCOPE OF WORK**

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
  - Manufacturer's recommended and/or industry standard testing protocols, as required.
  - Instruction bulletins for the respective equipment supplied.

### **SITE ACCEPTANCE TESTING – BASELINE**

- Baseline electrical testing of the listed components prior to supplying control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing, and are designed to confirm the individual components are in proper working order prior to applying electrical power (Line Power and Control Power) to the systems.



## **SERVICE – Phase 2: Site Acceptance Testing - Functional**

### **SUMMARY**

Powell will provide Factory Certified technician(s) for functional testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

### **SCOPE OF WORK**

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
  - Manufacturer’s recommended and/or industry standard testing protocols, as required.
  - Instruction bulletins for the respective equipment supplied.

### **SITE ACCEPTANCE TESTING – FUNCTIONAL**

- Functional electrical testing of the listed components during and/or following application of control power (permanent or temporary) to the electrical distribution equipment. These tests are designed to confirm the readiness of the equipment under normal conditions with all switchgear controls energized and in operation.

## **STARTUP – Phase 3: Energization**

### **SUMMARY**

Powell will provide factory certified technician(s) for advisory services during the energization of the electrical distribution equipment as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal. Advice provided by Powell Service Division personnel is based on Powell standards.

***Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management.***

### **SCOPE OF WORK**

This Scope of Work is for **Startup Services only**. No actual hands on work to be performed by Powell personnel with regards to the activities associated with this work instruction.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
  - Manufacture’s recommended and/or industry standard testing protocols, as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

### **ENERGIZATION ADVICE**

- Technical energization advisory for the following activities would be provided to the client’s energization team personnel:
  - Powell technician would provide technical information, guidance and advice to those performing energization, actual energization operations to be performed by others.
  - Technician would provide information, technical knowledge and guidance on the proper methods of performing system testing as requested, actual testing to be performed by others.
  - Technician would review the technical information concerning any relaying and functions to be used in the relays and give advice as to the best use for the relays’ functions.

## **SERVICE – Phase 4: Final Operational Checks**

### **SUMMARY**

Powell will provide Factory Certified technician(s) for final operational checks of the switchgear and/or Traction Power Substation (TPSS) as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal.

***Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management.***

### **SCOPE OF WORK**

This Scope of Work is for services during the final operational checks of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with these checks is not included in this section of the proposal.

- All references in scope of work are from any or all of the following documents which are listed in their order of hierarchy:
  - Manufacture’s recommended and/or industry standard testing protocols, as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

### **FINAL OPERATIONAL CHECKS**

- Final operational check services are based on the Powell developed test plan specific to the project, however, the other listed references noted above will be utilized where applicable.
- Standard final operational checks include the following:
  - Train Start Test
  - DC Short Circuit Test
  -

### **Facilities with Union based labor**

Powell recognizes the labor requirements related to union based facilities, especially regarding the challenges associated with incorporating outside providers during maintenance and/or capital projects. As such, Powell is dedicated to working with the end user to accommodate the union requirements onsite while still utilizing the unique technical skills of Powell’s field personnel to ensure the equipment is maintained, installed, commissioned, and/or energized in the safest, most economical, and timely manner.

This proposal as presented is based on the project specifications as received by Powell. Additionally, the pricing shown in the Commercial Summary of this document is based on Powell’s standard field pricing and does not include any union based requirements. If required, Powell can adjust labor and pricing to accommodate the onsite requirements to work with the union and/or incorporate union personnel into the Powell onsite work force.

Please do not hesitate to contact a Powell representative to determine the best methods to approach the onsite activities for this project.

## TRAINING

### Training Summary

Powell will provide customer training services in accordance with this proposal and Powell Training Guidelines. Training will consist of the following courses:

| Item | Sessions |          | Total Hours | Course  | Course Description                             | Training Location | Students |
|------|----------|----------|-------------|---------|--|-------------------|----------|
|      | Qty      | Hrs Each |             |         |  |                   |          |
| 16   | 1        | 8        | 8           | SWGR401 | Direct Current Switchgear and Circuit Breakers | Onsite            | 6        |

Training as quoted herein, does not include provisions for Audio/Visual recording (by Powell or others). If customer requires Audio/Visual recording of training, please contact Powell for additional pricing.

### Training Syllabus

#### Training Courses

##### **SWGR401 – Direct Current Switchgear & Circuit Breakers for Operators and Electricians**

- Course Description: Powell Direct Current switchgear and circuit breaker operation, control schemes, ratings, testing and general preventative maintenance.
- Pre-requisite: BP201 – Working knowledge of direct current switchgear or equivalent work experience.
- Who Should Attend: Electricians, Maintenance/Operators and Junior Engineering personnel who wish to gain an understanding on Powell DC switchgear design and operation.

## COMMERCIAL SUMMARY

### BASE BID ITEMS

| Line Item | Description  | Sell Price |
|-----------|--|------------|
| 01        | SERVICE – Site Job Walk  | \$ 86,644  |
|           | SERVICE – Demo/Install new breakers                                |            |
| 02        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Calliope   | \$ 15,211  |
| 03        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Calliope | \$ 7,982   |
| 04        | STARTUP - Phase 3: Energization Assistance - Calliope              | \$ 4,184   |
| 05        | SERVICE - Phase 4: Final Operational Checks - Calliope             | \$ 7,982   |
| 06        | SERVICE – Site Job Walk  | \$ 86,644  |
|           | SERVICE – Demo/Install new breakers                                |            |
| 07        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) - Dublin     | \$ 15,211  |
| 08        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Dublin   | \$ 7,982   |
| 09        | STARTUP - Phase 3: Energization Assistance - Dublin                | \$ 4,184   |
| 10        | SERVICE - Phase 4: Final Operational Checks - Dublin               | \$ 7,982   |
| 11        | SERVICE – Site Job Walk  | \$ 86,644  |
|           | SERVICE – Demo/Install new breakers                                |            |
| 12        | SERVICE - Phase 1: Site Acceptance Testing (Baseline) -Valance     | \$ 15,211  |
| 13        | SERVICE - Phase 2: Site Acceptance Testing (Functional) - Valance  | \$ 7,982   |
| 14        | STARTUP - Phase 3: Energization Assistance - Valance               | \$ 4,184   |
| 15        | SERVICE - Phase 4: Final Operational Checks - Valance              | \$ 7,982   |
| 16        | TRAINING – Onsite Customer Training                                | \$ 5,300   |
|           | Total  | \$ 371,309 |

### Notes

- All sales are sold in accordance with the Powell Electrical Systems Standard Conditions of Sale unless otherwise noted in this proposal.
- The Powell Electrical Systems Standard Conditions of Sale are included within this document.
- The price is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job will be evaluated and could alter the price provided in this proposal.
- **Any pricing associated with subcontracting of crane and rigging services is an ESTIMATE only and will be billed as Time and Material.**

### Additional Days and/or Mobilizations

- Additional Days
  - Any additional fees, parts, materials, equipment, and/or labor charges associated with extra onsite days will be billed in accordance with the terms of this proposal.
- Additional Mobilizations
  - Any additional mobilizations necessary for onsite services will be billed in accordance with the terms of this proposal.

Thank you for allowing Powell the opportunity to serve you. Should you have any questions or additional requirements please contact me.

Regards,

**Joseph “Joey” Nelson**  
11662 Investor Drive  
Baton Rouge, LA 70809  
National Account Sales Executive  
P: 225-324-4231  
E: [joseph.nelson@powellind.com](mailto:joseph.nelson@powellind.com)

## Project Pricing Rates (Continental US Only)

### LABOR (ONSITE, MOBILIZATION, AND REPORT) – 10 HOUR DAYS

#### ONSITE LABOR

| Activity Type | Tech Class     | Location | Type  | Hrs | Pricing Type | Workday | Sell Rate      |
|---------------|----------------|----------|-------|-----|--------------|---------|----------------|
| Advisory      | Field Adv/Eng  | Onsite   | Daily | 10  | Standard     | Mon-Thu | \$ 2,600 / day |
| Advisory      | Field Adv/Eng  | Onsite   | Daily | 10  | Overtime     | Fri-Sat | \$ 3,900 / day |
| Advisory      | Field Adv/Eng  | Onsite   | Daily | 10  | Premium      | Sun     | \$ 5,200 / day |
| Transit       | Transit Tech   | Onsite   | Daily | 10  | Standard     | Mon-Thu | \$ 2,060 / day |
| Transit       | Transit Tech   | Onsite   | Daily | 10  | Overtime     | Fri-Sat | \$ 3,900 / day |
| Transit       | Transit Tech   | Onsite   | Daily | 10  | Premium      | Sun     | \$ 5,200 / day |
| Level 1/Lead  | Sr. Field Tech | Onsite   | Daily | 10  | Standard     | Mon-Thu | \$ 2,060 / day |
| Level 1/Lead  | Sr. Field Tech | Onsite   | Daily | 10  | Overtime     | Fri-Sat | \$ 3,900 / day |
| Level 1/Lead  | Sr. Field Tech | Onsite   | Daily | 10  | Premium      | Sun     | \$ 5,200 / day |
| Level 2       | Field Tech     | Onsite   | Daily | 10  | Standard     | Mon-Thu | \$ 1,880 / day |
| Level 2       | Field Tech     | Onsite   | Daily | 10  | Overtime     | Fri-Sat | \$ 3,900 / day |
| Level 2       | Field Tech     | Onsite   | Daily | 10  | Premium      | Sun     | \$ 5,200 / day |

#### PRE-ONSITE & POST-ONSITE ACTIVITIES

| Activity Type   | Tech Class | Location       | Type   | Hrs | Pricing Type | Workday | Sell Rate   |
|-----------------|------------|----------------|--------|-----|--------------|---------|-------------|
| Job Prep        | Any        | Offsite        | Hourly | 1   | Standard     | Mon-Fri | \$ 188 / hr |
| Safety Training | Any        | Onsite/Offsite | Hourly | 1   | Standard     | Mon-Fri | \$ 188 / hr |
| Access Training | Any        | Onsite/Offsite | Hourly | 1   | Standard     | Mon-Fri | \$ 188 / hr |
| Report          | Any        | Office         | Hourly | 1   | Standard     | Mon-Fri | \$ 206 / hr |

#### LABOR SPECIAL CONDITIONS

| Condition   | Modifiers                    |
|---|------------------------------|
| Emergency (Less than two (2) weeks' notice to mobilization) | 1.5x applicable rates above* |
| Request of Specific Personnel                               | 1.5x applicable rates above* |
| Standby   | 1.0x applicable rates above  |
| Quarantine Days   | 1.0x applicable rates above  |
| Hazard Premium  | 1.5x applicable rates above* |

\* Labor Special Conditions may be cumulative. Contact Powell sales personnel for further information

#### EXPENSES (AS REQUIRED)

| Description   | Rate  |
|---|---|
| Airfare   | Cost + 25% / ticket / technician / mobilization       |
| Lodging   | Cost + 25% / night / technician                       |
| Rental Car/Fuel                                     | Cost + 25% / day / 2 technicians                      |
| Test Equipment                                      | Cost + 25% / day (including standby and non-workdays) |
| Equipment (Test/Install) Shipping                   | Cost + 25% / Equipment deployment                     |
| Mileage   | \$1.65 / mile / vehicle                               |
| Per Diem  | \$80.00 / day / technician                            |
| PCR Installation Tools/Materials (estimated)        | \$2,500.00 / day / equipment deployment               |
| Switchgear Installation Tools/Materials (estimated) | \$2,500.00 / day / equipment deployment               |

**Mobilization requires round trip travel labor, airfare, or mileage (as applicable), lodging, and/or per diem as required.**

**Minimum Travel Time for mobilization via Powell Service Truck is four (4) hours one way. Minimum Travel Time for mobilization via commercial air travel is eight (8) hours one way. Listed Minimum Travel Times only applicable for Domestic US Travel. Alaska, Hawaii, and Puerto Rico may vary and will be detailed within this proposal.**

- All rates shown are per person unless otherwise noted
- All Rates and Expense Estimates are based on Powell Global Service's 2024 Rates, dated October 1, 2023
- Rates and Expense Estimates shown within this table are for ten (10) hour days and billed as daily rates (not hourly)

## CLARIFICATIONS / DEVIATIONS / EXCEPTIONS

**Clarifications and Exceptions:** Commercial and technical clarifications, deviations, and exceptions will be detailed in either:

- Powell's standard Clarification Log (SAE-FO-0033) or
- Customer supplied Clarification Log which was provided with the RFP/RFQ.

The applicable Clarification Log will accompany this proposal as an attachment and shall be referenced as a part of any resulting contract or purchase order.

## TERMS OF PAYMENT

- Prices:** All pricing in USD Currency  
Equipment/Parts/ Material: Lump Sum (Firm)  
Labor/Services Time and Material (T&M)
- Taxes and Duties:** Not Included
- Terms of Payment:** **NET (30) days from invoice date.**  
**Invoices are subject to a charge of 1.5% per month until payment is received.**  
All labor and training items will be billed every other Friday for the duration of work.  
The following progress payments are applicable to this proposal's equipment line items:
- Parts & Materials
    - 40% - Order Entry
    - 25% - Approval Drawing Submittal
    - 15% - Release to Manufacture
    - 20% - Shipment
  - Labor
    - 20% - Order Entry
    - 30% - Mobilization
    - 50% - Work Completion
- Rescheduling Fees:** The following rescheduling fees apply to services when changed at no fault of Powell's (percentage of Purchase Order amount relating to services)  
0% - >15 Days  
5% - 8-15 Days  
15% - 3-7 Days  
25% - <72 Hours
- Price:** In the event that the order is delayed for any reason not within the control of Powell Industries, the price shall be increased 1% for each full month or fraction thereof that the shipment is delayed beyond the confirmed shipment date.
- Standard Warranty (Equipment, Buyout, Parts, Materials)** Powell's standard warranty is included in the lump sum bid for this proposal at No Additional Cost. Powell's standard warranty is 18 months from shipment or 12 months from energization (whichever comes first).  
Note: Extended Warranty can be offered upon request.
- Labor Warranty:** If the Company repairs equipment or supplies technical direction of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser, and shall run for a period of ninety (90) days.  
If the equipment repaired hereunder does not meet above warranty, and if the Purchaser promptly notifies the Company, the Company shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The liability of the Company under this warranty or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of the Company.



**Cancellation Schedule:** The following cancellation percentages are applicable to Equipment, Parts, Materials, Labor, and Training proposed within this document:

**Parts and Materials**

Standard Powell Parts/Materials

If customer cancels a Standard Powell Part or Material order prior to shipment, a 15% cancellation fee applies. Orders cancelled after shipment are subject to cancellation fee of 15%, plus restocking fees as applicable.

Custom Parts

All custom parts are considered Equipment and the Equipment Cancellation Schedule above applies where applicable.

Restocking Fees

- Returns of Standard Powell Parts and/or Materials, is subject to a 35% restocking fee.
- All Sales on Custom Parts are final (no returns)
- Returns must be received by Powell no later than 60 days from date of shipment, returned unused in its original packaging.
- A minimum of 50% restocking fee will apply to authorized products returned used, but prior to commercial service, and in good condition, to a maximum of 60 days from date of shipment.

**Labor & Training (From Scheduled Start Date)**

0% - >15 Days

Actuals + 15% - 8-15 Days

Actuals +25% - 3-7 Days

Actuals +50% - <72 Hours

**Freight:** Payments for freight charges are NET 20 days and are subject to a charge of 1.5% per month until payment is received

Freight will be billed at cost plus 20%

**Shipping Preparation:** Standard and domestic preparation only is included in base price, unless otherwise stated.

## APPENDIX: A

### FIELD SERVICE WORK INSTRUCTIONS

#### SERVICES –Job Walk (Measurements)

##### Summary

Powell service division will provide a Measurement job walk of the customer facility to assess and finalize the personnel and equipment needed to complete the installation activities.

##### Scope of Work

- Obtain measurements of the installation location regarding the access to the location (door width and height, ceiling height, etc.), location of other switchgear other electrical equipment, and any obstacle or hindrance to the installation of the equipment.
- Meeting with customer technical personnel to identify any concerns, potential hazards, timeline constraints, space issues, etc. that may impact the schedule and completion.
  - Powell to provide field service technician(s) technician for project job walk labor.
  - Powell to provide the following activities as part of the Job Walk
    - Inspection of the customer site and specific installation location
    - Powell technician will obtain copies of customer drawings relevant to the project, measurements of project site and equipment, determine any administrative or policy issues with the job site and any governing entity associated with the project or work associated with the project.

#### SERVICE – Electrical Distribution Equipment Demolition

##### Summary

Powell will provide technical personnel, necessary subcontracting personnel and equipment to disconnect, disassemble, and remove the electrical distribution equipment from the site. All work to be performed per the scope of work and clarifications supplied in this proposal.

##### Scope of Work

All references in scope of work are from *any or all* of the following Powell documents which are listed in their order of hierarchy:

- All references in scope of work are from *any or all* of the following documents:
  - Manufacturer’s recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

#### ELECTRICAL DISTRIBUTION EQUIPMENT DEMOLITION

Overview of demolition sequence and/or activities

- Switchgear would be de-energized and locked out/tagged out by other.
- Lock Out/Tag Out would be review by Powell and Powell lock(s) placed at the appropriate locking device (i.e. lock box).
- Switchgear would be verified to be free of electrical potential.
- Any required rigging equipment would be staged.
- Electrical components designated for removal would be disconnected from power conductors (i.e. cables, bus, etc.).
- Electrical components would be disassembled and placed in a “lay-down” area for removal by others.

- Site would be cleaned and prepared for installation of new switchgear.

The client shall be responsible for the following:

- Any material handling (cranes, rigging, forklift, etc.) required to move the demolished equipment from its original location to a lay-down area for removal
- Disposal of disassembled electrical distribution equipment.
- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the new electrical distribution equipment.
- Any site lighting, adequate 120/240VAC power, and dumpster access would be provided by others.
- Powell Service Division is not providing temporary storage of the switchgear or any components associated with the original equipment quotation (noted above).

## **SERVICE – Electrical Distribution Equipment Installation**

### **Summary**

Powell will provide technical personnel, necessary subcontracting personnel and equipment to lift, set, and re-assemble the electrical distribution equipment at a site prepared by others. All work to be performed per the scope of work and clarifications supplied in this proposal.

### **Scope of Work**

All references in scope of work are from *any or all* of the following Powell documents which are listed in their order of hierarchy:

- All references in scope of work are from *any or all* of the following documents:
  - Manufacturer’s recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

### **ELECTRICAL DISTRIBUTION EQUIPMENT INSTALLATION**

Overview of installation sequence and/or activities

- Site would be prepared by others.
- Rigging Equipment would be staged.
- Truck delivering the electrical distribution equipment to be placed in close proximity to the building/facility of the equipment’s final resting. Truck must be within lifting diameter of the crane used to offload the equipment and set it such that it can be moved into the building/facility using no more than one lift per shipping split.
- Unloading, lifting, and moving the switchgear sections and components associated with the original equipment quotation (noted above) into the room in which the switchgear shall be installed.
- Shipping materials would be removed and placed in dumpster for disposal.
- Electrical distribution equipment segments would be set in place, aligned, leveled, and anchored.
- Electrical distribution equipment segments would be joined.
- Anchoring and final structural connection of shipping splits would be performed.
- Bussing and Interior wiring interconnections would be made.
- Racking components installed, verified to rack properly and to be aligned in associated cubicle.
- Breaker Test Station and Vacuum Interrupter Integrity Test Station would be installed.

The client shall be responsible for the following:

- Coordinating any outages as required.
- Performing all switching required to de-energize and/or re-energize any necessary equipment to allow for safe and efficient placement of the new electrical distribution equipment.
- Any site lighting, adequate 120/240VAC power, and dumpster access would be provided by others.
- Powell is not providing temporary storage of the switchgear or any components associated with the original equipment quotation (noted above).

## **PHASE 1: SERVICE – Site Acceptance Testing - Baseline**

### **Summary**

Powell will provide Factory Certified technician(s) for baseline testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

### **Scope of Work**

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
  - Manufacturer’s recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

### **SITE ACCEPTANCE TESTING – BASELINE**

- Baseline electrical testing of the listed components prior to supplying control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing and are designed to confirm the individual components are in proper working order prior to applying electrical power (Line Power and Control Power) to the systems.
- Testing of the equipment includes the following types of inspection/testing:
  - Visual Inspection
  - Mechanical Inspection
  - Standard Electrical Tests
- NOT INCLUDED in the testing are the following types of inspection/testing:
  - Optional Tests (as defined by the reference documents as shown above)

## **PHASE 2: SERVICE – Site Acceptance Testing - Functional**

### **Summary**

Powell will provide Factory Certified technician(s) for functional testing services outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal (below).

### **Scope of Work**

This Scope of Work is for site acceptance testing service of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with this installation is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
  - Manufacturer’s recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

### **SITE ACCEPTANCE TESTING – FUNCTIONAL**

- Functional electrical testing of the listed components during and/or following application control power (permanent or temporary) to the electrical distribution equipment. These checks are based on the necessary tests and verifications needed to adequately place the equipment in a safe condition following installation by others and factory testing, and are designed to confirm the individual components are in proper working order during and/or after applying electrical power (Line Power and Control Power) to the systems.
- Testing of the equipment includes the following types of inspection/testing:
  - Visual Inspection
  - Mechanical Inspection
  - Standard Electrical Tests
- NOT INCLUDED in the testing are the following types of inspection/testing:
  - Optional Tests (as defined by the reference documents as shown above)

## SERVICE – Phase 4: Final Operational Checks

### Summary

Powell will provide Factory Certified technician(s) for final operational checks of the switchgear and/or Traction Power Substation (TPSS) as outlined in this proposal and in accordance with established procedures and documentation. All work to be performed per the scope of work and clarifications supplied in this proposal.

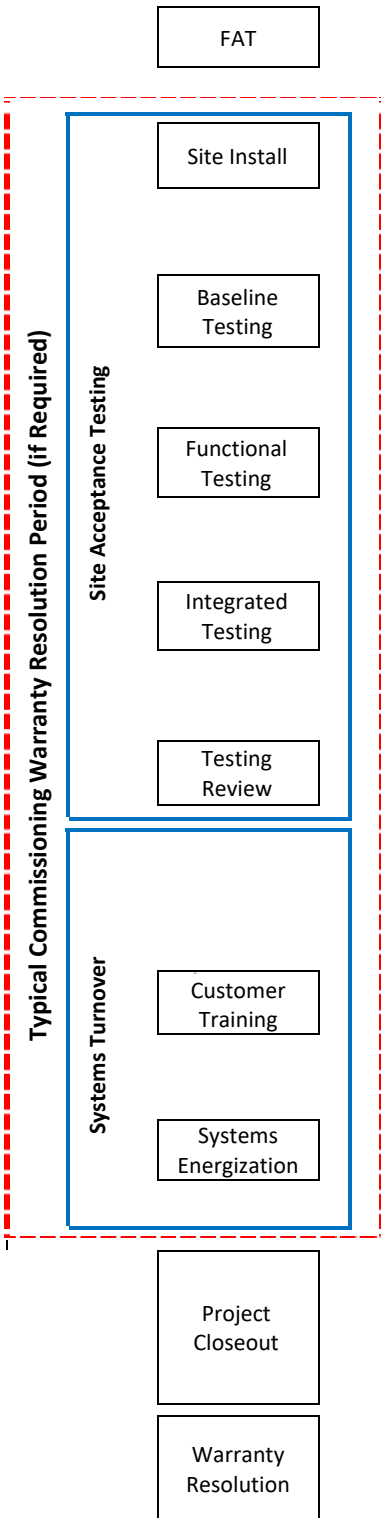
***Due to safety concerns, Powell Service Technician(s) are not authorized to perform switching of energized equipment, racking equipment into or out of energized equipment, and/or entering into the enclosure of energized equipment. Energized equipment includes all energized switchgear/components under the control of Powell or others. Energized switching/equipment manipulation is the responsibility of the client unless otherwise specifically approved by Powell Management. Further, it is the responsibility of others to ensure the equipment is placed at a zero electrical potential (grounded) via the facilities Lock Out – Tag Out procedure. Powell Field Technicians do not install or remove grounds (either directly attached grounds or via a grounding breaker) to any equipment. Powell Field Technicians will verify the validity of the Lock Out – Tag Out, insure grounds are installed, and insure all components are at zero electrical potential on the electrical distribution equipment associated with this project; and will apply personal locks/tags per the Lock Out – Tag Out procedure of the facility (locks at the equipment and/or lock box) prior to any equipment based work being performed.***

### Scope of Work

This Scope of Work is for services during the final operational checks of the electrical distribution equipment only. Installation, energization, and/or training regarding the equipment associated with these checks is not included in this section of the proposal.

- All references in scope of work are from *any or all* of the following documents:
  - Manufacturer’s recommended and/or industry standard testing protocols (i.e. NETA, IEEE, ANSI), as required.
  - Instruction bulletins for the respective equipment supplied.
  - Powell developed project Field Test Plan (if applicable)

## PROJECT TIMELINE & DEFINITIONS



**Factory Acceptance Testing (FAT)** – Customer witnessed testing conducted at the factory to equipment, to systems, and for specification compliance prior to equipment shipment to site. Not a substitution for Site Acceptance Testing (see below).

**Site Installation** – Installation of equipment (Power Control Rooms, Electrical Distribution Equipment, and Electrical Distribution Accessories) at the customer site.

**Site Acceptance Testing (SAT)** – Series of checks and tests to confirm all components, subsystems and systems operate properly. Site Acceptance Testing is divided into 3 phases:

**Baseline Testing** – Non Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed prior to supplying control power (permanent or temporary) to any of the equipment. Circuit Breakers, Bus Work, Mechanical Components, and Static (non-energized) Portions of Protective Relays and Instrumentation Transformers are typical components that are tested in this phase.

**Functional Testing** – Energized Tests of the individual components that comprise the Electrical Distribution Equipment and is performed after supplying control power (permanent or temporary) to any of the equipment. Energized Protective Relays, Indicating Lights/Meters, Functional (signals and/or electrical potential) Tests of Switches and Actuation Devices (solenoids, etc.) are typical components that are tested in the phase.

**Integrated Testing** - Tests that are performed to ensure the subsystems will work properly as a cohesive unit with its respective components installed and/or in place. An example of Functional Testing would be the tests to ensure that all of the components within a Medium Voltage Circuit Breaker vertical section (Breaker, Relay, CT's, PT's, wiring, switches, lights, and other accessories) or a Medium Voltage Line Up (multiple vertical sections) all work properly as a single unit.

**Testing Review** – Upon completion of the phases within the SAT, a review of the data collected during the testing is required prior to energization to ensure it is safe to proceed to the Systems Energization stage.

**Systems Turnover** – After the electrical distribution equipment has been verified to be in proper working order by the SAT team, the End User will begin taking ownership of the equipment by receiving the necessary training on the equipment (if necessary) and beginning the energization of the equipment in order to place it online within their local electrical distribution system.

**Customer Training** – Training of the End User's Electrical Maintenance and Operational teams. Training should be specific to the actual equipment being commissioned, while general enough to cover the proper electrical safety needed to operate and maintain the equipment. Operation and Maintenance Manuals will typically be issued to the End User and utilized by the trainees during the training sessions to assist in familiarization of the new equipment.

**Systems Energization** – Following completion of Site Acceptance Testing (including testing review), the End User's electrical team, with advice from the SAT team, will begin the process of energizing the individual systems, gradually increasing the number of systems energized to comprehensively energize the system as a whole integrated package.

**Project Closeout** – Finalizing the project, Commissioning Team will perform the following with End User:

- Final Review of all Testing documents
- Identify any test results that may require additional monitoring
- Present a suggested Preventative Maintenance Schedule to the End User
- Inventory and Review with End User any Spare Parts that may have been purchased with the equipment

**Typical Commissioning Warranty Resolution Period** – Most warranty claims for Electrical Distribution Equipment occur during the Commissioning phase of the equipment. Although not always the case, any warranty related issues are normally discovered during the Site Installation and SAT portions and ideally resolved during that same period.





## APPENDIX: B

### STANDARD CONDITIONS OF SALE

Sale of any of the equipment or services described or referred to in any quotation at the quoted prices is expressly conditioned upon the terms and conditions set forth below. Any purchase order for or any statement of intent to purchase any such equipment or services, or any direction to proceed with engineering, procurement, manufacture or shipment, shall constitute assent to these terms and conditions and a representation that the Purchaser is solvent. Powell Electrical Systems, Inc. (the "Company") will accept orders submitted on the Purchaser's purchase order form or other communication containing terms or conditions in addition to, different from or inconsistent with the terms and conditions contained herein only upon the condition that together with the price and payment information, the identification of the equipment or services involved and any technical specifications for the equipment agreed upon by the Company, the terms and conditions contained herein shall nevertheless be the sole commercial terms and conditions of the agreement between the parties. The Company objects to and rejects any inconsistent, additional or different terms or conditions set forth in any purchase order or other communication from the Purchaser and those additional, different and inconsistent terms shall not be included in any agreement between the parties or binding on Company unless expressly and specifically agreed to in writing by a duly authorized representative of the Company.

#### **WARRANTY**

The Company warrants to the Purchaser that Purchaser will have good title to the equipment delivered hereunder, that the equipment to be delivered hereunder is new, unless otherwise stated, and that subject to the conditions below, the equipment will be free from defects in material or workmanship and will conform to specifications as separately approved in writing by Company. The Company warrants to the Purchaser that services, if any, will be performed in a good and workmanlike manner.

The warranty of performance, if any, and against defects in equipment and/or for services shall apply only to issues for which the Company receives written notice of during the applicable warranty period that appear during proper operation in normal use and service and which are due to causes other than those excluded below. For equipment that is not installed by the Company, this warranty period is eighteen (18) months from the date of shipment by the Company or twelve (12) months from first energization, whichever comes first. For equipment installed by the Company and/or service work, if any, this warranty period is twelve (12) months from the completion of installation of the services, as applicable, provided same is not unreasonably delayed by the Purchaser. The date and conditions of any tests shall be mutually agreed upon by Company and Purchaser.

Provided that the Company has timely received written notice of a valid warranty claim, the Company shall thereupon correct any defect or remedy any performance failure, either (at its option) by repairing any defective or damaged parts of the equipment at the Company plant or at the location of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The Purchaser shall be responsible for providing "free and clear" access to the affected portion of the equipment and any required costs for shipping the equipment or the parts to the Company plant for all Company corrective work. The liability of the Company under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or tort (including negligence), shall not in any case exceed the cost of correcting defects in the equipment and for services the Company's cost of reperforming the services, as herein provided and upon the expiration of the warranty period all such liability shall terminate.

These warranties and remedies are applicable only to the extent Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the equipment are in accordance with the recommendations of the Company; and, such equipment shall not have been operated in excess of limitations specified by Company and not have been subjected to accident, alteration, abuse or misuse. Company expressly excludes any warranty for defect or failure of performance caused by erosion, corrosion or normal wear and tear. With respect to equipment or parts delivered under the agreement, Purchaser agrees to accept responsibility for (i) their selection to achieve Purchaser's intended results, (ii) their use of the item and their non-use of any feature thereof, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Company and used in connection with items delivered hereunder.

**THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). THE COMPANY DISCLAIMS AND MAKES NO OTHER WARRANTIES TO PURCHASER, PURCHASER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY REGARDING THE EQUIPMENT, WORK, GOODS, ENGINEERING AND DESIGN SERVICES, FIELD INSTALLATION SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTIES OF FITNESS FOR A**

**PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, SUITABILITY AND THE ABSENCE OF REDHIBITORY DEFECTS; (2) ANY WARRANTIES RELATING TO PURCHASER-SPECIFIED THIRD-PARTY PARTS, COMPONENTS, PRODUCTS, SOFTWARE OR SERVICES; (3) ANY WARRANTIES RELATING TO LATENT DEFECT(S) AND/OR (4) ANY WARRANTIES THAT THE SERVICES, FIRMWARE OR SOFTWARE, IF ANY, WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.**

#### **INTELLECTUAL PROPERTY**

Except as set forth below, the Company shall defend any suit or proceeding brought against the Purchaser to the extent based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or parts is enjoined, the Company shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said equipment or any part thereof.

The preceding paragraph shall not apply to any equipment or part thereof provided by the Purchaser or manufactured according to the Purchaser furnished or specified design and/or third party parts or goods to be incorporated into the Equipment by Company. As to any such design, product, part, or use in such combination, the Company assumes no liability whatsoever for patent infringement and the Purchaser shall indemnify, defend, and hold Company harmless against any damages, expenses, costs, reasonable attorney's fees, or losses resulting from any legal action or claim made against Company, either severally or jointly with Purchaser, or any suit or proceeding based thereon, for infringement (either direct or contributory) of patents, trademarks, or for unfair competition or misappropriation of trade secrets based upon or arising from (1) compliance with Purchaser's design, specifications, or instructions; (2) the use of any item furnished hereunder, in combination with goods not supplied by Company, or (3) in connection with a manufacturing or other process utilizing any item, or part thereof.

Equipment or any parts thereof sold hereunder may be protected by intellectual property rights of the Company, including but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights. Neither the sale of items or any parts thereof hereunder nor the provision by Company of any supporting or related documentation, technical information or advice shall confer on Purchaser any license, express or implied, under any intellectual property rights of Company covering or relating to (1) apparatus or circuits in which the items or parts thereof may be used; (2) a process, machine, use or application in connection with which the items or parts thereof may be used; (3) the process of their manufacture; or (4) a combination in which the items or parts hereof may be used.

**COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF ITS EQUIPMENT OR PRODUCTS WILL NOT INFRINGE ITS INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY PARTICULAR USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OR APPLICATION, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES.**



## DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all payments due and necessary information from the Purchaser. Unless otherwise specified by the Company and at additional cost to the Purchaser, delivery will be made in accordance with Incoterms 2010 FCA Company's facility. Risks of loss or damage and title shall pass to the Purchaser upon delivery.

The Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of God, acts or inactions of the Purchaser, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, storms, severe weather events, epidemics, war, riot, delays in transportation, or railcar or vessel shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay plus a reasonable number of days to remobilize.

## PAYMENTS

Pro rata payments shall become due as shipments are made and/or agreed milestones are reached. If shipments are delayed by the Purchaser, payments based on shipments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. The rights of the Company under this paragraph are cumulative and in addition to all rights available to the Company at law or in equity.

## SALES AND SIMILAR TAXES

The Company's prices do not include sales, use, excise or similar taxes. Purchaser shall be responsible for all sales, use, excise and similar taxes and shall promptly reimburse Company for any such taxes it is required to pay or advance; provided, however, Company's invoices shall separately itemize all sales and use taxes included in any amounts due from Purchaser, and Company will not collect or remit such taxes (to the extent Company is legally able to do) if Purchaser presents Company with valid exemption or direct payment certificates or other appropriate documentation evidencing that Purchaser will itself pay taxes directly to the appropriate authority(ies) or is exempt from payment of taxes.

## DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Purchaser to the Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the Company.

Purchaser agrees not to use or disclose drawings, specifications, technical information or other data furnished by Company and identified by Company as confidential or proprietary data without the prior written consent of Company. Purchaser agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Company, regardless of whether any such improvement or modification was the creation of Purchaser. Purchaser further agrees to use all appropriate copyright and proprietary notices on all items delivered hereunder regardless of their intended use. Purchaser recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of these provisions. Nothing in this clause, however, shall restrict

Purchaser's right to use or disclose drawings, specifications, technical information or other data which are to become generally known to the public without the breach of this clause by Purchaser, or are rightfully obtained from other sources.

## CANCELLATION

The Purchaser may only cancel this order for convenience upon ten (10) days written notice, and upon payment by Purchaser to Company of the cancellation charges specified in the Company's quotation or proposal. If no cancellation charges are specified in the Company's quotation or proposal, then the Purchaser shall pay reasonable and proper cancellation charges, which shall include, without limitation, cancellation charges the Company incurs to its suppliers and subcontractors, costs of materials incurred through to the date of cancellation, charges for labor for work done through the date of cancellation (both of which shall include work in progress), and reasonable absorbed overhead and profit on all such materials and labor.

## INDEMNITY

**COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND PURCHASER, AT ITS OWN EXPENSE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY FROM AND AGAINST, ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY (I) THE FAILURE OR DEFECTIVENESS OF ANY ITEM FURNISHED BY COMPANY HEREUNDER, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF COMPANY, OR (II) THE USE OR MISUSE OR NONUSE BY PURCHASER, PURCHASER'S EMPLOYEES, PURCHASER'S CUSTOMERS OR OTHERS OF ANY ITEM OR ANY FEATURE THEREOF FURNISHED BY COMPANY HEREUNDER. THESE PROVISIONS ARE INTENDED TO INDEMNIFY THE COMPANY AGAINST THE RESULTS OF ITS OWN NEGLIGENCE.**

## LIMITATION OF LIABILITY

Unless otherwise agreed in writing by a duly authorized representative of the Company, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the Company disclaims any liability for any nuclear damage, injury or contamination, and Purchaser shall indemnify the Company against any such liability, whether as a result of breach of the contract, warranty, tort (including negligence) or otherwise.

**IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL THE COMPANY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED FACILITIES, DAMAGE TO ANY FACILITIES, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN-TIME COSTS, OR CLAIMS OF PURCHASER'S CUSTOMERS FOR SUCH DAMAGES.** Any additional or different terms specifically relating to or addressing the subject matter of this paragraph shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

**EXCEPT FOR COMPANY'S OBLIGATION TO DELIVER TO PURCHASER FULL LEGAL TITLE TO AND OWNERSHIP OF ALL OR ANY PORTION OF THE EQUIPMENT AND SERVICES, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT OR STRICT**



**LIABILITY) OR OTHERWISE, SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO PURCHASER FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM, THIS CONTRACT, OR FROM THE COMPANY'S PERFORMANCE OR BREACH, OR FROM THE EQUIPMENT OR SERVICES FURNISHED HEREUNDER, EXCEED THE PRICE OF THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM.**

If the Company furnishes Purchaser with advice or other assistance which concerns any products supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject the Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

#### **ANTI-CORRUPTION**

Purchaser acknowledges that the Foreign Corrupt Practices Act of the United States ("FCPA"), the Corruption of Foreign Public Officials Act ("CFPOA") of Canada, and the Bribery Act ("BA") of the United Kingdom will or may apply to transactions conducted under this agreement and agrees to comply with the FCPA, CFPOA and BA and any other applicable anti-bribery and/or anti-corruption rules as required. Purchaser agrees that it will not engage in any of the following activities in connection with this agreement: (A) offer, promise, or give any financial or other advantage to any persons (public or private); (i) in order to induce a person to improperly perform a relevant function or duty, or (ii) to reward a person for such improper activity, or (iii) where the person knows or believes that the acceptance of the advantage is itself an improper performance of a function or duty; or (B) offer, promise, or give any financial or other advantage to a public official, either directly or through a third party intermediary, with the intent to obtain or retain business or an advantage in the conduct of business by either; (i) influencing the official in his/her official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of his/her lawful duties, (iii) securing any improper advantage, or (iv) inducing the official to use his/her influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Purchaser shall (a) maintain, throughout the duration of dealings between the parties, its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that the party complies with the FCPA, CFPOA and BA, (b) provide a copy of such policies and procedures to the other party on request, and (c) monitor and enforce such policies and procedures as appropriate.

Purchaser shall maintain true, accurate, and complete accounting books and records relating to all of its activities under this agreement. Purchaser shall provide information, documentation and reasonable assistance to Company to support an inquiry or investigation of a suspected violation of the FCPA, CFPOA and/or BA.

Company may immediately terminate this contract or suspend its performance under this contract if it has reasonable belief that the other party has breached its compliance with these anti-corruption policies.

#### **GENERAL**

The Company represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. **The Company represents that it will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.**

Any assignment of this agreement or any rights hereunder, by the Purchaser (other than to its customer) without written consent of the Company shall be void.

Purchaser agrees that, with respect to the resale or any other disposition of items sold hereunder, Purchaser shall comply fully with the export control laws and regulations of the United States Government and any applicable laws and regulations of any other country including, but not limited to, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR").

The provisions of this agreement are for the benefit of the parties hereto and not for any other person. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon the Company unless agreed to in writing by an authorized representative of the Company. The invalidity, in whole or part, of any of the provisions in these terms and conditions will not affect the remainder of such paragraph or any other paragraph contained herein.

The purchase order price is based on steel, aluminum, copper and third party material buyout prices in effect on the date of Company's quotation. In the event the prices for any of these materials increases in excess of five percent (5%) from the price for them in effect on the date of quotation, then Company shall be entitled to increase the purchase order price to cover same.

#### **GOVERNING LAW**

The agreement, including any Purchase Order, sales confirmation, Company quotation, all aspects of the transactions referenced in the Company's invoice to Purchaser, and any dispute related to any the foregoing, shall be governed by, and interpreted in accordance with the laws of the state of Texas (USA) which shall be the applicable law, without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

#### **DISPUTE RESOLUTION**

Any dispute arising out of or related to the agreement shall be brought exclusively in federal or state court within Houston, Harris County, Texas. **EACH PARTY HEREBY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE LAWS OF THE STATE OF TEXAS, ANY CLAIM OR OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, THAT VENUE OR PERSONAL JURISDICTION IS NOT PROPER WITH RESPECT TO ANY SUCH DISPUTE. THIS WAIVER SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY CLAIM THAT SUCH DISPUTE BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.** Purchaser agrees that valid service of process of any legal action against it shall be considered in all respects and for all purposes complete and binding on it if copies of all such process are mailed to it at the address appearing on Company's invoice, quotation or sales confirmation by registered mail, return receipt requested.

#### **WAIVER OF JURY TRIAL**

**EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND TECHNICAL ISSUES AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.**



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**HWD DC Breaker Retrofill**

**Powell Opportunity Number: 259159**

Dear Mr. Floyd Bailey,

Date: **May 21, 2024**

Powell has a long history in providing custom electrical equipment and solutions and would like to continue the relationship/tradition. Enclosed you will find a proposal for HWD DC Breaker Retrofill. Please let us know if you have any questions. Proposal was based on bid documents listed under reference documents.

Please note that this retrofill has been completed successfully at another transit agency with the same issue of an obsolete and aging breaker install base. It's critical that Powell and NORTA collaborate when it comes to the field work of the retrofill which we can do during the manufacturing phase of the project to ensure success for the installation and operation phases.

Thank you for the opportunity to earn your business.

Sincerely,



Joey Nelson  
National Service Sales Executive

---

[Joseph.Nelson@powellind.com](mailto:Joseph.Nelson@powellind.com)

Mobile: 225-324-4231

[www.powellind.com](http://www.powellind.com)



Cc: Matt Zeedyk

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## 1 PROPOSAL REVISIONS

| Date         | Revision | Reason           |
|--------------|----------|------------------|
| May 15, 2024 | 00       | Initial Proposal |
| May 21, 2024 | 01       | Revised Base Bid |

### 1.1 Proposal Attachments

- A. Powell Clarification Log, SAE-FO-0037, Rev00
- B. Powell Services Proposal, 259180-R1-QOT
- C. Powell Services Clarification Log, 259180-R1-SAE-FO-0033
- D. HWD Breaker Obsolescence Letter

## 2 REFERENCE DOCUMENTS

For HWD DC Breaker Retrofill Powell utilized the following information to bid:

**Drawings:**

Powell Project Drawings: G6291 (Calliope, Dublin, Valance)

**Specification Sections:**

None

**All of the addenda shown below were reviewed as applicable to Powell's scope.**

**Addenda:**

None

### 3 BILLS OF MATERIAL

#### 3.1 HWD DC Breaker Retrofill

**Equipment & Services Summary (More detail to follow):**

| ITEM  | QTY | DESCRIPTION   |
|-------|-----|---|
| 3.1.1 | 6   | HWD DC Breaker Retrofill:<br>2-4000A Feeder Breakers at Calliope, Dublin, Valance   |
| 3.1.2 | 1   | Installation Drawing Package  |
| 3.1.3 | 1   | Field Technical Support   |
| 3.1.4 | 1   | O&M Manual Amendment  |
| 3.1.5 | 1   | Field Services: Site Walk, Demo, Installation, SAT (Phase 1 and Phase 2), Energization Assistance (Phase 3), Final Operation Checks (Phase 4) |
| 3.1.6 | 3   | Spare DC Feeder Breaker   |
| 3.1.7 | 1   | Training  |

### 3.1.1 HWD DC Breaker Retrofill

| Retrofill Feeder Breaker BOM (Typical) |  |
|--|--|
| Qty                                    | Standard                                     |
| 1                                      | Cell   |
| 1                                      | Vent Chamber                                 |
| 1                                      | Vent Chamber Adapter                         |
| 2                                      | Control/Aux Relay                            |
| 2                                      | Control/Aux Relay Socket                     |
| 1                                      | Misc Bus                                     |
| 1                                      | Miniature Circuit Breaker 1-Pole             |
| 2                                      | Miniature Circuit Breaker 2-Pole             |
| 1                                      | Miscellaneous (Hardware, General cell parts) |
| 53                                     | Modular Terminal Blocks                      |
| 3                                      | Modular Terminal Block End Plate             |
| 3                                      | Modular Terminal Block Marking Strip         |
| 2                                      | Strip Heaters (2 per cell std)               |
| 4                                      | 1" Standoff Insulator (2 per Strip Heater)   |
| 1                                      | TOC 8 stage                                  |
| 1                                      | Umbilical Assembly SIS (STD)                 |
| 1                                      | NDC BREAKER, 800V,4000A                      |

### 3.1.2 Installation Drawing Package

Set of drawings for each site that depict the changes needing to be made and the final configuration once changes have been implemented. These drawings will be used for the installation and represent the AsBuilt status.

### 3.1.3 Field Technical Support

Up to one week of remote technical support during field activities from the North Canton, OH office.

### 3.1.4 O&M Manual Amendment

Standard Instruction Manuals for the NDC DC Breaker to be incorporated into the existing O&M Manuals.

### 3.1.5 Installation and Commissioning

See Attachments B and C.

### 3.1.6 Spare DC Breaker

Three spare 4000A DC Feeder Breakers.

### 3.1.7 Training

See Attachments B and C.



## 3.2 Options

### Equipment & Services Summary (More detail to follow):

| ITEM  | QTY | DESCRIPTION   |
|-------|-----|---|
| 3.2.1 | 1   | Extended Warranty, Six Months                       |
| 3.2.2 | 1   | Freight-FCA Factory (Prepay and Add, Cost Plus 20%) |
| 3.2.3 | 1   | FAT, Demonstration                                  |
| 3.2.4 | 0   | <del>Spare DC Feeder Breaker</del>                  |
| 3.2.5 | 1   | Spare CBCM  |
| 3.2.6 | 0   | <del>Training</del>                                 |

#### 3.2.1 Extended Warranty

Six months of extended warranty. This can be added at the time of purchase in increments required by the customer up to total (Standard and Extended) warranty duration of five years.

#### 3.2.2 Freight-FCA

Freight costs are NOT included. Shipment preparation only is provided. A good faith estimate can be provided upon request. Where agreed to Powell will facilitate shipment to site (to gate) in a Prepay and Add arrangement, invoicing at Cost Plus 20%.

#### 3.2.3 Factory Acceptance Testing (FAT), Demonstration

One (1) day at Powell North Canton Facility for up to five project representatives. Demonstration of NDC Breaker and inspection of Retrofill equipment.

#### 3.2.4 ~~Spare DC Breaker~~

#### 3.2.5 Spare CBCM

One spare Circuit Breaker Control Module (CBCM).

#### 3.2.6 ~~Training~~

## 4 WARRANTY

| <b>Standard Warranty (No Additional Cost)</b>  |
|--|
| <p>Powell's standard warranty is included in the lump sum bid for this proposal. Powell's standard warranty is 18 months from shipment or 12 months from energization (whichever comes first).</p> <p>Note: Extended Warranty can be offered upon request.</p> |

## 5 PAYMENT TERMS

| <b>Milestone</b>           | <b>Payment Due</b> |
|----------------------------|--------------------|
| Order Acceptance           | 20%                |
| Approval Drawing Submittal | 25%                |
| Release to Manufacture     | 35%                |
| Shipment                   | 20%                |

**Payments are NET 30 from date of invoice. Invoices are subject to a charge of 1.5% per month until payment is received.**

## 6 SCHEDULE

| <b>Estimated Schedule - NORTA HWD Retrofill (6VS)</b> |                          |                      |                      |
|---|--------------------------|----------------------|----------------------|
| <b>Milestone</b>                                      | <b>Weeks to Complete</b> | <b>Time Totalled</b> | <b>Date Complete</b> |
| Purchase Order Accepted                               | 0                        | 0 days               | 7/15/2024            |
| Technical Review                                      | 3                        | 3 weeks              | 8/5/2024             |
| Drawings for Approval, Cycle 1                        | 20                       | 24 weeks and 4 days  | 1/3/2025             |
| Drawings out for Approval (Customer Review), Cycle 1  | 4                        | 28 weeks and 4 days  | 1/31/2025            |
| Review and Incorporate Comments, Cycle 1              | 6                        | 34 weeks and 4 days  | 3/14/2025            |
| Shop Drawings   | 6                        | 40 weeks and 4 days  | 4/25/2025            |
| Production Start/Receipt of Long Lead                 | 24                       | 65 weeks and 2 days  | 10/15/2025           |
| Production  | 10                       | 77 weeks             | 1/5/2026             |
| Internal Test   | 1                        | 78 weeks             | 1/12/2026            |
| Factory Acceptance Test (FAT)                         | 1                        | 79 weeks             | 1/19/2026            |
| Shipment Preparation                                  | 1                        | 80 weeks             | 1/26/2026            |
| Warranty Trigger (Shipment)                           | TBD                      | TBD                  | 1/26/2026            |
| Warranty Expiration (Standard Warranty)               | TBD                      | TBD                  | 7/20/2027            |

The above schedule is based on an assumed Purchase Order acceptance date. In the event of a different date, the rest of the schedule will be affected accordingly.

Each working week is five working days long. Please note that Powell holidays do not count as working days. Working days are Monday through Friday 8:00AM to 5:00PM EST. Schedule and Pricing is based on quantity of review cycles within the number of weeks defined above. The above schedule includes time added for Powell holidays.

Please note that dependencies drive this schedule. Powell will not be held responsible for delays related to late return of Approval Drawings/Documents, failure to provide timely responses to RFIs, or schedule impacts related to customer requests for changes.

Schedule/s in this proposal are estimated based on the information provided and evaluated considering timing of project, backlog, and current lead times. Project schedule/s will be provided as tentative at time of receipt of customer order. Final Schedules to be confirmed after RTM documents have been approved and returned, any changes incorporated, and current factory loading has been evaluated. Project PM will contact customer to address any concerns over firm delivery dates and discuss any possible changes required.

Bus Duct: Where bus duct is included in the Powell scope the approval documents for bus duct will be provided only after the associated equipment designs have been approved. This is to avoid unnecessary revisions to the submittals due to incomplete information. Ratings information can be provided in advance of design drawings.

## 7 PRICING

### 7.1 Base Bid

| Item/s      | Description                              | Price Each | Quantity     | Extended Price     |
|-------------|--|------------|--------------|--------------------|
| 3.1.1-3.1.4 | NDC Breaker Retrofill (HWD) Equipment    | \$90,219   | 6            | \$541,314          |
| 3.1.5       | Field Service Scope<br>See Attachment B. | \$366,007  | 1            | \$366,007          |
| 3.1.6       | Spare DC Feeder Breaker                  | \$35,168   | 3            | \$105,505          |
| 3.1.7       | Training                                 | \$5,299    | 1            | \$5,299            |
|             |  |            |              |                    |
|             |  |            | <b>Total</b> | <b>\$1,018,125</b> |

### 7.2 Options

| Item  | Description  | Price Each | Quantity | Extended Price |
|-------|--|------------|----------|----------------|
| 3.2.1 | Extended Warranty (Six Months)   | \$5,465    | 1        | \$5,465        |
| 3.2.2 | Freight-FCA Factory (Prepay and Add, Cost Plus 20%) <b>Estimate Only</b> | \$17,365   | 1        | \$17,365       |
| 3.2.3 | FAT, Demonstration   | \$3,625    | 1        | \$3,625        |
| 3.2.4 | Removed  |            |          |                |
| 3.2.5 | Spare CBCM   | \$7,450    | 1        | \$7,450        |

## 8 CLARIFICATIONS, DEVIATIONS, AND EXCEPTIONS

**Clarifications, Deviations, and Exceptions:** Commercial and technical clarifications, deviations, and exceptions will be detailed in either

1. Powell's standard Clarification Log (SAE-FO-0037) or
2. Customer supplied Clarification Log which was provided with the RFP/RFQ.
3. Note: The applicable Clarification Log will accompany this proposal as an attachment and shall be included as a part of any resulting contract or purchase order.

## 9 POWELL VALUE ADDED FEATURES

### **BriteSpot™ Thermal Monitoring**

**Ask Powell about this amazing thermal monitoring technology. No more IR cameras, real time temperature monitoring of cable connections and bus joints. Now you can monitor the main bus and other live parts without exposing personnel. The future of thermal monitoring is here.**

Each year, thousands of dollars are spent for electrical equipment downtime and repair expenses are spent due to electrical hot spots. Because electrical currents generate heat, temperature monitoring has become an efficient way to predict potential equipment failure. The BriteSpot Thermal Monitoring Kit is a fiber-optic based temperature system, which is a most effective solution for accurate and consistent recording of electrical equipment temperatures. When mounted on bus bars, splices, circuit breaker disconnects or cable connections, you shall know immediately if thermal issues are rising. With this field proven fiber-optic technology, temperatures are logged 24 hours a day, 7 days a week. Please contact us for more information.

### **EcoVisor™ Environmental Monitor**

**Ask Powell about this technology that will keep a close eye on environmental conditions of your switchgear.**

Ambient environmental conditions are major factors associated with the safe operation and long duration of your electrical assets. In fact, non-optimal environmental conditions can often be the triggers for Partial Discharge issues and tracking failures. Although often not monitored, these parameters are critical to ensuring your investment is protected.

To provide visibility on this, Powell has developed the EcoVisor™ system which provides continuous (24/7) real-time monitoring of temperature, relative humidity and settled dust contaminants. If any abnormality is detected, EcoVisor™ will alert you so that proactive remedial efforts can be taken to avoid problems in the long run.

## 10 STANDARD CONDITIONS OF SALE

Sale of any of the equipment or services described or referred to in any quotation at the quoted prices is expressly conditioned upon the terms and conditions set forth below. Any purchase order for or any statement of intent to purchase any such equipment or services, or any direction to proceed with engineering, procurement, manufacture or shipment, shall constitute assent to these terms and conditions and a representation that the Purchaser is solvent. Powell Electrical Systems, Inc. (the "Company") will accept orders submitted on the Purchaser's purchase order form or other communication containing terms or conditions in addition to, different from or inconsistent with the terms and conditions contained herein only upon the condition that together with the price and payment information, the identification of the equipment or services involved and any technical specifications for the equipment agreed upon by the Company, the terms and conditions contained herein shall nevertheless be the sole commercial terms and conditions of the agreement between the parties. The Company objects to and rejects any inconsistent, additional or different terms or conditions set forth in any purchase order or other communication from the Purchaser and those additional, different and inconsistent terms shall not be included in any agreement between the parties or binding on Company unless expressly and specifically agreed to in writing by a duly authorized representative of the Company.

### WARRANTY

The Company warrants to the Purchaser that Purchaser will have good title to the equipment delivered hereunder, that the equipment to be delivered hereunder is new, unless otherwise stated, and that subject to the conditions below, the equipment will be free from defects in material or workmanship and will conform to specifications as separately approved in writing by Company. The Company warrants to the Purchaser that services, if any, will be performed in a good and workmanlike manner.

The warranty of performance, if any, and against defects in equipment and/or for services shall apply only to issues for which the Company receives written notice of during the applicable warranty period that appear during proper operation in normal use and service and which are due to causes other than those excluded below. For equipment that is not installed by the Company, this warranty period is eighteen (18) months from the date of shipment by the Company or twelve (12) months from first energization, whichever comes first. For equipment installed by the Company and/or service work, if any, this warranty period is twelve (12) months from the completion of installation or the services, as applicable, provided same is not unreasonably delayed by the Purchaser. The date and conditions of any tests shall be mutually agreed upon by Company and Purchaser.

Provided that the Company has timely received written notice of a valid warranty claim, the Company shall thereupon correct any defect or remedy any performance failure, either (at its option) by repairing any defective or damaged parts of the equipment at the Company plant or at the location of the equipment, or by making available at the Company's plant necessary repaired or replacement parts. The Purchaser shall be responsible for providing "free and clear" access to the affected portion of the equipment and any required costs for shipping the equipment or the parts to the Company plant for all Company corrective work. The liability of the Company under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or tort (including negligence), shall not in any case exceed the cost of correcting defects in the equipment and for services the Company's cost of reperforming the services, as herein provided and upon the expiration of the warranty period all such liability shall terminate.

These warranties and remedies are applicable only to the extent Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the equipment are in accordance with the recommendations of the Company; and, such equipment shall not have been operated in excess of limitations specified by Company and not have been subjected to accident, alteration, abuse or misuse. Company expressly excludes any warranty for defect or failure of performance caused by erosion, corrosion or normal wear and tear. With respect to equipment or parts delivered under the agreement, Purchaser agrees to accept responsibility for (i) their selection to achieve Purchaser's intended results, (ii) their use of the item and their non-use of any feature thereof, (iii) the results obtained therefrom and (iv) the selection of, use of and results obtained from any equipment, programs or services not provided by Company and used in connection with items delivered hereunder.

**THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). THE COMPANY DISCLAIMS AND MAKES NO OTHER WARRANTIES TO PURCHASER, PURCHASER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY REGARDING THE EQUIPMENT, WORK, GOODS, ENGINEERING AND DESIGN SERVICES, FIELD INSTALLATION SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, SUITABILITY AND THE ABSENCE OF REDHIBITORY DEFECTS; (2) ANY WARRANTIES RELATING TO PURCHASER-SPECIFIED THIRD-PARTY PARTS,**

**COMPONENTS, PRODUCTS, SOFTWARE OR SERVICES; (3) ANY WARRANTIES RELATING TO LATENT DEFECT(S) AND/OR (4) ANY WARRANTIES THAT THE SERVICES, FIRMWARE OR SOFTWARE, IF ANY, WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.**

### INTELLECTUAL PROPERTY

Except as set forth below, the Company shall defend any suit or proceeding brought against the Purchaser to the extent based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages and costs awarded therein against the Purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or parts is enjoined, the Company shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said equipment or any part thereof.

The preceding paragraph shall not apply to any equipment or part thereof provided by the Purchaser or manufactured according to the Purchaser furnished or specified design and/or third party parts or goods to be incorporated into the Equipment by Company. As to any such design, product, part, or use in such combination, the Company assumes no liability whatsoever for patent infringement and the Purchaser shall indemnify, defend, and hold Company harmless against any damages, expenses, costs, reasonable attorney's fees, or losses resulting from any legal action or claim made against Company, either

severally or jointly with Purchaser, or any suit or proceeding based thereon, for infringement (either direct or contributory) of patents, trademarks, or for unfair competition or misappropriation of trade secrets based upon or arising from (1) compliance with Purchaser's designs, specifications, or instructions; (2) the use of any item furnished hereunder, in combination with goods not supplied by Company, or (3) in connection with a manufacturing or other process utilizing any item, or part thereof.

Equipment or any parts thereof sold hereunder may be protected by intellectual property rights of the Company, including but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights. Neither the sale of items or any parts thereof hereunder nor the provision by Company of any supporting or related documentation, technical information or advice shall confer on Purchaser any license, express or implied, under any intellectual property rights of Company covering or relating to (1) apparatus or circuits in which the items or parts thereof may be used; (2) a process, machine, use or application in connection with which the items or parts thereof may be used; (3) the process of their manufacture; or (4) a combination in which the items or parts hereof may be used. **COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF ITS EQUIPMENT OR PRODUCTS WILL NOT INFRINGE ITS INTELLECTUAL PROPERTY RIGHTS OR THE RIGHTS OF THIRD PARTIES WITH RESPECT TO ANY PARTICULAR USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OR APPLICATION, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

#### **DELIVERY**

Shipping dates are approximate and are based upon prompt receipt of all payments due and necessary information from the Purchaser. Unless otherwise specified by the Company and at additional cost to the Purchaser, delivery will be made in accordance with Incoterms 2010 FCA Company's facility. Risks of loss or damage and title shall pass to the Purchaser upon delivery.

The Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of God, acts or inactions of the Purchaser, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, storms, severe weather events, epidemics, war, riot, delays in transportation, or railcar or vessel shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay plus a reasonable number of days to remobilize.

#### **PAYMENTS**

Pro rata payments shall become due as shipments are made and/or agreed milestones are reached. If shipments are delayed by the Purchaser, payments based on shipments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges as set forth below. The rights of the Company under this paragraph are cumulative and in addition to all rights available to the Company at law or in equity.

#### **SALES AND SIMILAR TAXES**

The Company's prices do not include sales, use, excise or similar taxes. Purchaser shall be responsible for all sales, use, excise and similar taxes and shall promptly reimburse Company for any such taxes it is required to pay or advance; provided, however, Company's invoices shall separately itemize all sales and use taxes included in any amounts due from Purchaser, and Company will not collect or remit such taxes (to the extent Company is legally able to do) if Purchaser presents Company with valid exemption or direct payment certificates or other appropriate documentation evidencing that Purchaser will itself pay taxes directly to the appropriate authority(ies) or its exempt from payment of taxes.

#### **DISCLOSURE OF INFORMATION**

Any information, suggestions or ideas transmitted by Purchaser to the Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the Company.

Purchaser agrees not to use or disclose drawings, specifications, technical information or other data furnished by Company and identified by Company as confidential or proprietary data without the prior written consent of Company. Purchaser agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of Company, regardless of whether any such improvement or modification was the creation of Purchaser. Purchaser further agrees to use all appropriate copyright and proprietary notices on all items delivered hereunder regardless of their intended use. Purchaser recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of these provisions. Nothing in this clause, however, shall restrict

Purchaser's right to use or disclose drawings, specifications, technical information or other data which are to become generally known to the public without the breach of this clause by Purchaser, or are rightfully obtained from other sources.

#### **CANCELLATION**

The Purchaser may only cancel this order for convenience upon ten (10) days written notice, and upon payment by Purchaser to Company of the cancellation charges specified in the Company's quotation or proposal. If no cancellation charges are specified in the Company's quotation or proposal, then the Purchaser shall pay reasonable and proper cancellation charges, which shall include, without limitation, cancellation charges the Company incurs to its suppliers and subcontractors, costs of materials incurred through to the date of cancellation, charges for labor for work done through the date of cancellation (both of which shall include work in progress), and reasonable absorbed overhead and profit on all such materials and labor.



**INDEMNITY**

COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND PURCHASER, AT ITS OWN EXPENSE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY FROM AND AGAINST, ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY (I) THE FAILURE OR DEFECTIVENESS OF ANY ITEM FURNISHED BY COMPANY HEREUNDER, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF COMPANY, OR (II) THE USE OR MISUSE OR NONUSE BY PURCHASER, PURCHASER'S EMPLOYEES, PURCHASER'S CUSTOMERS OR OTHERS OF ANY ITEM OR ANY FEATURE THEREOF FURNISHED BY COMPANY HEREUNDER. THESE PROVISIONS ARE INTENDED TO INDEMNIFY THE COMPANY AGAINST THE RESULTS OF ITS OWN NEGLIGENCE.

#### LIMITATION OF LIABILITY

Unless otherwise agreed in writing by a duly authorized representative of the Company, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the Company disclaims any liability for any nuclear damage, injury or contamination, and Purchaser shall indemnify the Company against any such liability, whether as a result of breach of the contract, warranty, tort (including negligence) or otherwise.

**IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL THE COMPANY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED FACILITIES, DAMAGE TO ANY FACILITIES, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN-TIME COSTS, OR CLAIMS OF PURCHASER'S CUSTOMERS FOR SUCH DAMAGES.** Any additional or different terms specifically relating to or addressing the subject matter of this paragraph shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

**EXCEPT FOR COMPANY'S OBLIGATION TO DELIVER TO PURCHASER FULL LEGAL TITLE TO AND OWNERSHIP OF ALL OR ANY PORTION OF THE EQUIPMENT AND SERVICES, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT OR STRICT LIABILITY) OR OTHERWISE, SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY TO PURCHASER FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM, THIS CONTRACT, OR FROM THE COMPANY'S PERFORMANCE OR BREACH, OR FROM THE EQUIPMENT OR SERVICES FURNISHED HEREUNDER, EXCEED THE PRICE OF THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM.**

If the Company furnishes Purchaser with advice or other assistance which concerns any products supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject the Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

#### ANTI-CORRUPTION

Purchaser acknowledges that the Foreign Corrupt Practices Act of the United States ("FCPA"), the Corruption of Foreign Public Officials Act ("CFPOA") of Canada, and the Bribery Act ("BA") of the United Kingdom will or may apply to transactions conducted under this agreement and agrees to comply with the FCPA, CFPOA and BA and any other applicable anti-bribery and/or anti-corruption rules as required. Purchaser agrees that it will not engage in any of the following activities in connection with this agreement: (A) offer, promise, or give any financial or other advantage to any persons (public or private); (i) in order to induce a person to improperly perform a relevant function or duty, or (ii) to reward a person for such improper activity, or (iii) where the person knows or believes that the acceptance of the advantage is itself an improper performance of a function or duty; or (B) offer, promise, or give any financial or other advantage to a public official, either directly or through a third party intermediary, with the intent to obtain or retain business or an advantage in the conduct of business by either; (i) influencing the official in his/her official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of his/her lawful duties, (iii) securing any improper advantage, or (iv) inducing the official to use his/her influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Purchaser shall (a) maintain, throughout the duration of dealings between the parties, its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that the party complies with the FCPA, CFPOA and BA, (b) provide a copy of such policies and procedures to the other party on request, and (c) monitor and enforce such policies and procedures as appropriate.

Purchaser shall maintain true, accurate, and complete accounting books and records relating to all of its activities under this agreement. Purchaser shall provide information, documentation and reasonable assistance to Company to support an inquiry or investigation of a suspected violation of the FCPA, CFPOA and/or BA.

Company may immediately terminate this contract or suspend its performance under this contract if it has reasonable belief that the other party has breached its compliance with these anti-corruption policies.

#### GENERAL

The Company represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. **The Company represents that it will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.**

Any assignment of this agreement or any rights hereunder, by the Purchaser (other than to its customer) without written consent of the Company shall be void.

Purchaser agrees that, with respect to the resale or any other disposition of items sold hereunder, Purchaser shall comply fully with the export control laws and regulations of the United States Government and any applicable laws and regulations of any other country including, but not limited to, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR").

The provisions of this agreement are for the benefit of the parties hereto and not for any other person. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon the Company unless agreed to in writing by an authorized representative of the Company. The invalidity, in whole or part, of any of the provisions in these terms and conditions will not affect the remainder of such paragraph or any other paragraph contained herein.

The purchase order price is based on steel, aluminum, copper and third party material buyout prices in effect on the date of Company's quotation. In the event the prices for any of these materials increases in excess of five percent (5%) from the price for them in effect on the date of quotation, then Company shall be entitled to increase the purchase order price to cover same.

**GOVERNING LAW**

The agreement, including any Purchase Order, sales confirmation, Company quotation, all aspects of the transactions referenced in the Company's invoice to Purchaser, and any dispute related to any the foregoing, shall be governed by, and interpreted in accordance with the laws of the state of Texas (USA) which shall be the applicable law, without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

**DISPUTE RESOLUTION**

Any dispute arising out of or related to the agreement shall be brought exclusively in federal or state court within Houston, Harris County, Texas. **EACH PARTY HEREBY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE LAWS OF THE STATE OF TEXAS, ANY CLAIM OR OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, THAT VENUE OR PERSONAL JURISDICTION IS NOT PROPER WITH RESPECT TO ANY SUCH DISPUTE. THIS WAIVER SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY CLAIM THAT SUCH DISPUTE BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

Purchaser agrees that valid service of process of any legal action against it shall be considered in all respects and for all purposes complete and binding on it if copies of all such process are mailed to it at the address appearing on Company's invoice, quotation or sales confirmation by registered mail, return receipt requested.

**WAIVER OF JURY TRIAL**

**EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND TECHNICAL ISSUES AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.**

**Independent Cost Estimate (ICE)**

**INDEPENDENT COST ESTIMATE SUMMARY FORM**

Project Name/Number: Powell Substation Upgrade/Repair

Date of Estimate: 5/21/24

Description of Goods/Services: Dublin, Valance, and Calliope substation repairs

---

- New Procurement
- Contract Modification (Change Order)
- Exercise of Option

Method of Obtaining Estimate:

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

- Published Price List (attach source and date)
- Historical Pricing (attach copy of documentation from previous PO/Contract)
- Comparable Purchases by Other Agencies (attach email correspondence)
- Engineering or Technical Estimate (attach)
- Independent Third-Party Estimate (attach)
- Other (specify) \_\_\_\_\_ attach documentation
- Pre-established pricing resulting from competition (Contract Modification only)

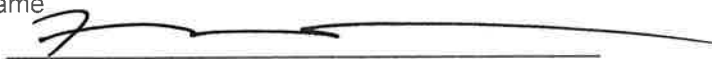
Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 1,412,625.00

The preceding independent cost estimate was prepared by:

Floyd Bailey Jr

Name



Signature

---

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

Page - 1  
 Date - 4/30/14  
 Order No. - 911762-000  
 Brn/Plt - 1430004

POWELL ELECTRICAL SYSTEMS INC  
 8967 PLEASANTWOOD AVENUE  
 NORTH CANTON OH 44720

SHIP REGIONAL TRANSIT AUTHORITY  
 TO Fred Basha  
 2817 CANAL STREET  
 NEW ORLEANS, LA 70119

Ordered - 03/12/14 Vendor No. 6586581  
 Delivery - 03/12/14 Taken By -  
 Freight - Default - Handling Code  
 REQ 102604  
 PROMISED DELIVERY DATE - 03/26/14

| Description / Supplier Item  | UM        | Unit Cost       | Extension  |
|--|-----------|-----------------|------------|
| Insurance Deductible for<br>Fire Damaged Valence<br>1430004.7570.14103   | 1.0000 EA | 20,000.0000 EA  | 20,000.00  |
| SUBSTATION<br>Repair to Fire Damaged<br>Valence Substation<br>1.2410.101 | 1.0000 EA | 470,875.0000 EA | 470,875.00 |

*Salvador G. Longoria*  
**SALVADOR G LONGORIA**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**

Terms Net 30 Tax Rt Sales Tax Total Order  
 490,875.00

DATE RECEIVED \_\_\_\_\_  
 RECEIVED BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_

ORDER NUMBER AND  
 PERSON TO WHOM ADDRESSED  
 MUST APPEAR ON ALL  
 PACKAGES AND INVOICES  
 REGIONAL TRANSIT AUTHORITY  
 TAX EXEMPT  
 BY *Michael B. Kelly*  
 MANAGER, PURCHASING DEPT.

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

| INV. DATE                          | INV. NUMBER | INV. AMOUNT | TAX | FREIGHT | INV. TOTAL |
|------------------------------------|-------------|-------------|-----|---------|------------|
| <i>Justin Augustine</i><br>4-30-14 |             |             |     |         |            |

| Powell Substation Upgrade/Repair ICE |   |
|--------------------------------------|---|
| Substation                           | Purchase order 911762 used \$470,875.00 |
| Dublin                               | \$470,875.00                            |
| Calliope                             | \$470,875.00                            |
| Valance                              | \$470,875.00                            |
|                                      | Estimated Total                         |
|                                      | \$1,412,625.00                          |



Board Report and Staff Summary

File #: 24-057

Board of Commissioners

Replacement of Track Switch Boxes and Cleanouts

|   |   |
|---|---|
| DESCRIPTION: A request to purchase track switch boxes and cleanouts.  | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a purchase order to Irwin Transportation Products to replace 15 track switch boxes and 5 Cleanouts for an amount not to exceed \$153,640.00.

ISSUE/BACKGROUND:

All remaining switch boxes and cleanouts on the St. Charles streetcar line are beyond their useful life and are damaged beyond repair due to normal wear and tear. We've already changed 10 switch boxes and 10 cleanouts in July of 2023. The switch boxes house all internal switch components and have deteriorated beyond repair as well as the cleanouts. If this procurement is denied, we will start to experience switch failures at an alarming rate.

DISCUSSION:

The St. Charles switchboxes and cleanouts were designed by Irwin Transportation Products, and all have damages that's beyond the scope of repairs that can be completed in causing the need for OEM replacement. The RTA was awarded funds through LA-2023-001.1042.12.4420 to make necessary repairs

FINANCIAL IMPACT:

Funding is available through grant funding (LA-2023-001.1042.12.4420 ), total estimated cost of this equipment is \$153,640.00 which will be funded by the grant mentioned above.

NEXT STEPS:

When approved to proceed with issuing a purchase order to purchase components.

ATTACHMENTS:

1. Resolution

2. Approved Sole Source Routing Sheet
3. Independent Cost Estimate

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

Reviewed By: Ryan Moser  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



7/2/2024

Lona Edwards Hankins  
Chief Executive Officer

Date





RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO IRWIN TRANSPORTATION CORPORATION TO REPLACE TRACK SWITCH BOXES AND CLEAN OUT EQUIPMENT**

---

Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, the Chief Executive Officer of the RTA needs to replace 15 lock boxes and 5 cleanout boxes along the St. Charles streetcar line

**WHEREAS**, the replacement of these vital components will enable the RTA to effectively carry out its day-to-day operation; and

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

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

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that the replacement of these vital components is critical to maintaining the function, reliability, and support of streetcar operations on behalf of the Regional Transit Authority; and

**WHEREAS**, funding for the above repairs is made available through Grant LA-2023-001 .1042.12.4420 and shall not exceed **ONE-HUNDRED AND FIFTY-THREE THOUSAND, SIX HUNDRED AND FORTY DOLLARS.**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract for the purchase of track switch boxes and clean-out equipment.



RESOLUTION NO. \_\_\_\_\_  
PAGE TWO

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 23rd DAY OF JULY, 2024.

\_\_\_\_\_  
MARK RAYMOND, JR.  
CHAIRMAN  
RTA BOARD OF COMMISSIONERS



**Regional Transit Authority  
SOLE SOURCE JUSTIFICATION FORM  
FOR TRANSACTION OVER \$25,000**

**FOR PROCUREMENT USE ONLY:**

**FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.**

1. The materials/services listed on Requisition number #N/A is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

2. This acquisition is restricted to the following source:

|   |  |
|---|--|
| <b>MANUFACTURER</b>                     |  |
| Manufacturer Name                       | Irwin Car and Equipment                              |
| Manufacturer Address                    | 400 Serrell Drive, Blairsville PA 15717              |
| Manufacturer's Dealer/Representative    | Ken Fitzgibbon                                       |
| Dealer/Representative address and Phone | 400 Serrell Drive, Blairsville PA 15717 724-459-3469 |

3. Description of the materials/service required, the estimated cost, and required delivery date.

|                            |                         |
|----------------------------|-------------------------|
| <b>DESCRIPTION</b>         |                         |
| Materials/Services/Product | Irwin Car and Equipment |
| Estimated Cost             | \$153,640.00            |
| Required Delivery Date     | May 9, 2024             |

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system

**Switch components must be replaced with compatible materials.**

5. Reason for sole-source

**Material/Service must be compatible**

**(a) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.**



**Unique Capability or Availability**  
**Substantial Duplication Costs**

**CERTIFICATION**

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

|               |                              |
|---------------|------------------------------|
| REQUESTOR     |                              |
| Request ID #  | 168                          |
| Name          | BAILEY, FLOYD JR             |
| Title         | DIRECTOR OF RAIL MAINTENANCE |
| RTA Extention | 8460                         |

*BAILEY, FLOYD JR*

April 9, 2024

**Requestor**

**Date**

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

**Department Head: Floyd Bailey Jr**

*Floyd Bailey Jr*

April 10 2024

**Signature**

**Date**

**B. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Yes

**Director of Grants/ Federal Compliance : Ronald Baptiste Jr**

*Ronald Baptiste Jr*

April 10 2024

**Signature**

**Date**

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

Additional Safety Requirements Attached

**Chief: Michael J. Smith**

*Michael J. Smith*

April 11 2024



Signature

Date

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

**Risk Management Analyst: Marc L Popkin**

Marc L Popkin

Signature

April 11 2024

Date

**D. Funding Source:**

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

Multiple Years allocation if required:

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

**Estimated Amount: \$153,640.00**

**Total Estimated Cost: \$153,640.00**

**Funding Type: Federal**

**Capital/Grant Project ID: LA2023-001**

| Federal Funding    | State | Local | Other |
|--------------------|-------|-------|-------|
| \$350,000.00       |       |       |       |
| Projected Fed Cost | State | Local | Other |
| \$153,640.00       |       |       |       |

| FTA Grant IDs           | Budget Codes |
|-------------------------|--------------|
| LA2023-001.1042.12.4420 |              |
|                         |              |



|  |  |
|--|--|
|  |  |
|  |  |

**Budget Analyst:**

Signature

Date

**E. DBE/SBE GOAL:**

|   |                  |
|---|------------------|
| 0 | % DBE            |
| 0 | % Small Business |

**Director of Small Business Development:**

**Adonis Charles Expose'**

Adonis Charles Expose'

Signature

April 11 2024

Date

**DBE/EEO Compliance Manager::**

**Adonis Charles Expose**

Adonis Charles Expose

Signature

April 11 2024

Date

**F. Information Technology Vetting:**

**IT Director: Sterlin J Stevens**

Sterlin J. Stevens

Signature

April 12, 2024

Date

**G. Authorizations:** I have reviewed and approved this sole source justification request.

**Chief: Ryan Moser**

Ryan Moser

Signature

April 11 2024

Date

**Director of Procurement: Ronald Gerard Baptiste**

Ronald Gerard Baptiste

Signature

April 12 2024

Date

**Chief Financial Officer:: Required if Total Cost above \$15K**

**Gizelle Johnson-Banks**

Gizelle Johnson-Banks

Signature

April 16 2024

Date

**Chief Executive Officer:: Required if Total Cost above \$50K**



---

Lona Edwards Hankins

*Lona Edwards Hankins*

Signature

April 16 2024

Date

---

**Independent Cost Estimate (ICE)**

**INDEPENDENT COST ESTIMATE SUMMARY FORM**

Project Name/Number: St. Charles Switch Box and Cleanout replacement

Date of Estimate: 5/9/23

Description of Goods/Services: 5 Cleanout Box and 15 Lock Box with Spring Toggle

---

- New Procurement
- Contract Modification (Change Order)
- Exercise of Option

Method of Obtaining Estimate: Previous PO 914893 was used with 15% added for inflation.

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

- Published Price List (attach source and date)
- Historical Pricing (attach copy of documentation from previous PO/Contract)
- Comparable Purchases by Other Agencies (attach email correspondence)
- Engineering or Technical Estimate (attach)
- Independent Third-Party Estimate (attach)
- Other (specify) \_\_\_\_\_ attach documentation
- Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 153,640.00

The preceding independent cost estimate was prepared by:

Floyd Bailey Jr

Name

Signature



Regional Transit Authority  
 Account No. 2879  
 New Orleans, Louisiana 70119

Page Date : 5/09/23  
 Order No. : 914893-000  
 Btm/Flt : 1430099

SHIP REGIONAL TRANSIT AUTHORITY  
 TO NEW ORLEANS LA 70118

Ordered - 03/30/23 Vendor No. 4654076 Clean & Lock Box  
 Delivery - Default Handling By Code 106735/Andie  
 PROMISED DELIVERY DATE - 04/30/23

| Description / Supplier Item | UM | Unit Cost  | Extension |
|-----------------------------|----|------------|-----------|
| CLEANOUT BOX, BOTTOM DRAIN  | EA | 4,370.0000 | 17,480.00 |
| Non Stock Inventory Purchas | EA | 4,0000     | 4,0000    |
| LOCK BOX WITH SPRING TOGGLE | EA | 7,450.0000 | 29,800.00 |
| THROW MECH MAN SWITCH       | EA |            |           |
| 1430099,8640,06103          |    |            |           |

Terms Net 30 Tax Rt Sales Tax Total Order 47,280.00

DATE RECEIVED \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_

REGIONAL TRANSIT AUTHORITY  
 TAX EXEMPT  
 BY MANAGER PURCHASING DEPT.  
 5/9/23

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

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

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

CFW  
 [Signature]  
 02512 3

| ICE Explanation             |      |        |
|-----------------------------|------|--------|
|                             | 2023 | 2024   |
| Cleanout Box                | 4370 | 5025.5 |
| Lock Box with Spring Toggle | 7450 | 8567.5 |

| Estimated Cost              |            |          |
|-----------------------------|------------|----------|
| Cleanout Box                | QTY 5      | 25127.5  |
| Lock Box with Spring Toggle | QTY 15     | 128512.5 |
| Total Estimated Cost        | 153,640.00 |          |



Board Report and Staff Summary

File #: 24-065

Board of Commissioners

Zero-Emission Fleet Planning

|   |   |
|---|---|
| DESCRIPTION: Requesting Board authorization to award the task order to MSMM for Zero-Emission Fleet Planning  | AGENDA NO: <a href="#">Click or tap here to enter text.</a> |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

Authorize the Chief Executive Officer to execute a task order with MSMM Engineering, LLC, a Certified DBE/SLDBE, to develop project delivery options and preliminary project site plan in an amount not-to-exceed \$150,000 for a project duration not-to-exceed six months.

ISSUE/BACKGROUND:

In Spring 2023, RTA was awarded a major FY23 Lo/No Vehicle Emission Grant. The \$72.5 million award will fund a major effort to transition to a zero-emission, resilient fleet with 20 Battery Electric Buses (BEBs), a 20MW solar power-based microgrid for grid-independent power generation, charging infrastructure, and workforce development. To best prepare for the implementation of this major project several initial planning actions are needed: 1) understand various project delivery options available to RTA and identify the ones best suited for the project, and 2) develop a well-research plan to determine which RTA bus depot site (Canal/Randolph and/or Desire/ENO) to deploy these major infrastructure investments.

This is initiative aligned with the Agency’s *Strategic Mobility Plan*: Goal - “*Innovate*”; Strategy - “Reduce RTA’s environmental impact; Actions SH1 and SH2.

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 #2024-01) was sent to all vendors in the pool. Staff selected MSMM Engineering, LLC’s proposal for award. The task order with MSMM to provide the project deliverables will be managed by the Planning & Capital Projects Division.

The Zero-Emission Fleet Planning will deliver the following as part of the scope of services:

- **Deliverable 1** - Executive summary memo to include workshop, research and analysis synthesis, Ranking Matrix, and final recommendation for project delivery
- **Deliverable 2** - Technical memo detailing the results, analyses, program, options, and recommendation of the following tasks:
  - Define evaluation criteria to be used for facility selection

- Equity analysis
- Resiliency analysis
- Facility condition assessment
- Define facility program (equipment, operations, facility and vehicle maintenance requirements, etc.)
- Prepare design concepts and evaluate against evaluation criteria
- Present Selected Option for RTA staff approval

FINANCIAL IMPACT:

The portfolio of projects is locally funded from the 2024 operating budget for studies, budget code is 01-2800-02-7070-173-00-00-00000-00000-00. The total project amount is not to exceed \$150,000.

NEXT STEPS:

Notice to Proceed issued to MSMM Engineering, LLC to kick off the project.

ATTACHMENTS:

1. MSMM Engineering, LLC Proposal
2. Request for Technical Proposal (RTP) #2024-01: Zero-Emissions, Resilient Fleet Planning Scope
3. Change Order Routing Sheet - MSMM
4. Resolution

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

Reviewed By: Ryan Moser, rmoser@rtaforward.org  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



7/9/2024

Lona Edwards Hankins  
Chief Executive Officer

Date



**New Orleans Regional Transit Authority**  
**Request for Technical Proposals (RTP)**

**RTP # 2024-01**

**Project Name:** Zero-Emission, Resilient Fleet Planning

**Project #:** 2023-FL-02

**Project Type:** Administration, Operation and Transit Facilities

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

**RTP SUBMISSION TIMELINE**

**RTP Release Date:** January 3, 2024

**RTP Proposals Due:** **January 31, 2024**

Advance Questions Deadline: January 19, 2024

Responses to All Questions Posted: January 24, 2024

Contract Intent Award Notification: February 7, 2024

**OVERVIEW**

The New Orleans Regional Transit Authority (RTA) is soliciting proposals from firms pre-qualified through RTA's Request for Qualifications #2020-035 for On Call Architecture and Engineering Services. RTA is issuing this Request for Technical Proposals (RTP) for a firm to advise and support preliminary evaluation and planning activities required for the acquisition and integration of Lo/No Emissions Vehicles and related infrastructure in the RTA network and facilities.

**BACKGROUND**

In Spring 2023, RTA was awarded a major FY23 Lo/No Vehicle Emission Grant. The award will fund a major effort to transition to a zero-emission, resilient fleet with 20 BEBs, a 20MW solar power based microgrid, charging infrastructure, and workforce development.

The RTA is issuing this RTP to identify pre-qualified firms to provide key preliminary tasks, described in the Scope of Service, not eligible for grant funding in advance of the implementation of said award.

**SCOPE OF SERVICES**

**Task 1: Review and Recommendation for Project Delivery Options**

1.1 Inventory and Analysis – Understanding Project Context and Goals

- a. Review RTA's Zero-Emission Fleet Transition Plan to understand the RTA's goals and priorities related to this transition and any associated details that could influence or affect the type or nature of the proposed project delivery method;
- b. Review RTA's existing procurement policies and guidelines (and any other associated local or state procurement rules) to understand the limits of authority that currently can be exercised by RTA in the implementation of the grant;
- c. Review RTA's approved Section 5339 Grant Application to determine RTA's stated goals, priorities and commitments for the project and any FTA comments related to the grant application and approval, as these details could impact the preferred delivery method for the project; and
- d. Review RTA's current and future capital and operations budgets and service plans for their system to understand how these investments and operational characteristics could impact delivery options and project parameters.

## 1.2 Project Implementation and Delivery Workshop

Prepare background materials for and conduct a Project Delivery Workshop with RTA leadership in order to inform RTA of past, current and future delivery options related to this project type, provide case studies of comparable projects to illustrate the advantages and disadvantages of various delivery methods, and solicit RTA input on key decision parameters and priorities for the project that could guide the ultimate delivery method selection.

## 1.3 Evaluation and Ranking Matrix and Recommendations

- a. Project Delivery Method Evaluation and Ranking Matrix - Prepare a matrix evaluation of the potential delivery options for the project and then rank these options as to their ability to meet the goals and priorities of RTA. Evaluation and ranking criteria could include: schedule, cost, control/management of process, risk avoidance, ownership/operations scheme, DBE participation, community relations, etc.
- b. Present this Evaluation and Ranking Matrix to RTA leadership for their review and input, and based on their input, provide a final recommended delivery method to RTA for their consideration.

## 1.4 Executive Summary and Recommendation

Based on the results of the Workshop, RTA's review and input of the Ranking Matrix, prepare an Executive Summary deliverable for RTA that provides a high-level examination of our research, analysis, RTA's input and our final project delivery method recommendation for RTA's FTA FY 2023 Low or No Emission Vehicle Program (Low-No) project.

### **Task 1 Deliverable(s):**

1. Executive summary memo to include workshop, research and analysis synthesis, Ranking Matrix, and final recommendation for project delivery

Task 2: Preliminary Project and Site Planning

2.1 Define evaluation criteria to be used for facility selection

Suggested criteria: Service compatibility; power availability, facility compatibility, cost, equity, resiliency.

2.2 Equity analysis

Equity statistics by route and facility

2.3 Resiliency analysis

Resiliency statistics for each facility location – Flood plain etc.

2.4 Facility condition assessment

- a. Utility existing conditions
- b. EDR/substation
- c. Power availability
- d. Existing site layout and constraints

2.5 Define facility program

- a. Electrical infrastructure
- b. Chargers
- c. Pantograph connections
- d. Gentries for pantographs
- e. Microgrid infrastructure
- f. Fire suppression
- g. Requirements for all infrastructure and equipment
- h. Transportation Operations requirements
- i. Maintenance Operational requirements
- j. Other operations on sites such as paratransit/non rev/OCC

2.6 Prepare design concepts and evaluate against evaluation criteria

- a. Option 1 – East only
- b. Option 2 - A. Philip Randolph only
- c. Option 3 – Both

2.7 Present Selected Option

**Task 2 Deliverable(s):**

2. Technical memo detailing the results, analyses, program, options and recommendation of tasks 2.1-2.7

Total Budget: \$150,000

Desired Start Date: March 1, 2024

Estimated Contract Length: 5 months

Actual contract period may vary, depending upon service and project needs.

## **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 1 page)**

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

### **Experience (maximum of 2 pages)**

- Reference projects from submitted qualifications that demonstrate experience relevant to the Scope of Services
- Provide brief description of any additional projects considered relevant to the Scope of Services

### **Project Team (maximum of 2 pages)**

- Describe the staffing structure proposed for services under this RTP
- 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 (page limit of 2 pages per staff person. These pages do not count towards 2 page section limit).



**Proposed Project Plan (maximum of 5 pages)**

Using the Background and Scope of Services sections above as a guide, propose a project plan, which details your proposed project approach. The proposed project plan will be subject to review and adjustment by RTA during the initial phase of evaluation. Include what provisions are identified for dealing with potential impacts, impediments, or conflicts. Provide any additional adjustments or details necessary to perform the Scope of Services for the price provided in the Cost Proposal, below. Include estimated timeframes for the identified project activities.

**Cost Proposal**

- Estimated number of hours and cost per activity or deliverable listed in the Proposed Project Plan to complete the Scope of Services
- Estimated total amount for other costs, such as travel, report development, printing
- Total number of hours
- Total, lump sum, cost for all services under this RTP

**SELECTION CRITERIA**

Narrative responses to the Experience, Proposed Staff Qualifications and Proposed Project Plan prompts above will be reviewed and scored. Point allocations per prompt are as follows:

40% - Firm’s demonstrated experience within the Administration, Operation and Transit Facilities category of work

40% - Firm’s approach to meet the needs and deliverables described

20% - Estimated costs proposed for the completion of the scope of services

**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 [dnorton@rtaforward.org](mailto:dnorton@rtaforward.org). Questions must be received by 5:00pm CST on the date listed in RTP Submission Timeline. 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 5:00pm CST on the date listed in RTP Submission Timeline.

**INSTRUCTIONS FOR RTP SUBMISSION**

Firms should email their proposals to [dnorton@rtaforward.org](mailto:dnorton@rtaforward.org). All proposals must be received by 5:00pm CST on the date listed in RTP Submission Timeline. Upon receipt of proposals, applicants will receive an email indicating that the submission has been received.



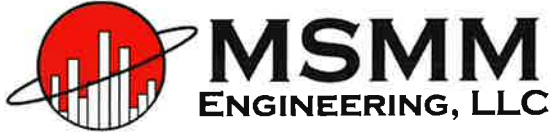
New Orleans Regional Transit Authority

# Zero-Emission, Resilient Fleet Planning

RTP #: 2024-01  
Project #: 2023-FL-02

January 2024





January 31, 2024

SUBMITTED VIA EMAIL

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

Subject: Request for Technical Proposals (RTP) Zero-Emission, Resilient Fleet Planning

Dear Members of the Selection Committee:

Congratulations on successfully securing your \$71.4 million Low/No Vehicle Emission Grant award from the Federal Transit Administration (FTA). Our team is excited about the opportunity to assist RTA as you begin your process of modernizing your zero-emission, resilient fleet, as well as developing the workforce required to support it.

MSMM, in partnership with Jacobs, is pleased to present this proposal for services related to your RTP 2024-01. Our team has reviewed your Low/No grant award and has developed a strong understanding of the work required to help you plan and program the critical decisions and first steps in implementing your project. Based on this understanding, we will leverage our significant expertise in transit fleet electrification and project implementation to help RTA select the best delivery method for the project and develop potential concept plans that can demonstrate the feasibility of utilizing existing sites for the project.

Our MSMM and Jacobs team provide the best combination of personnel to accomplish these tasks. Scott Chehardy (MSMM) will serve as our Principal-in-charge and partner with our Project Manager, Stefan Bourgeois (Jacobs), both of whom live and work in the New Orleans area. Scott and Stefan are uniquely familiar with RTA's mission, the local market conditions, and site constraints that would influence the decision-making for the project. These local insights will be matched by our team's national expertise in transit fleet electrification to ensure that best practices and lessons learned from across the nation are brought to RTA. Dieckmann Cogill, Marc Manning, and David Nyguen are leaders in the field of electrification and transit planning, and their knowledge will inform our team's efforts to define your project, layout a concept plan for each site, and then help you future-proof any decisions you may want to make for the project on each site. Through our team's deep knowledge of transit electrification and proven track record of project implementation, we know that this approach will provide RTA with the needed information to set a course for long-term success on this critical project.

Please feel free to contact me anytime if further discussions are needed regarding the attached.

Sincerely,  
MSMM Engineering, LLC

A handwritten signature in blue ink, appearing to read "Manish Mardia", is written over the typed name.

Manish Mardia, P.E.  
President

Enclosures

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Website: [www.msmmeng.com](http://www.msmmeng.com)

Main Office: 4640 S. Carrollton Avenue, Suite 220, New Orleans, LA 70119

Metairie Office: 4508 Clearview Parkway, Metairie, LA 70006

Baton Rouge Office: 16018 Highway 73, Prairieville, LA 70769

504-570-6098

504-559-1897

225-313-4429

## 1 – Contractor Information

As requested in the RTP, below is our contractor information.

**Contractor Name:** MSMM Engineering, LLC

**Contractor Address:** 4640 S. Carrollton Avenue, Suite 220, New Orleans, LA 70119

**Name of Contact Person:** Manish Mardia, P.E.

**Contact Phone Number:** 504-559-1897

**Contact Email Address:** mmardia@msmmeng.com

**Date Submitted to RTA:** January 31, 2024

## 2 – Project Understanding

Based on our review of your RTP and our additional research into your program, we understand that the goal of this scope of work is to move RTA toward execution of the \$71.4 million FY2023 FTA Lo/No Vehicle Emission Grant award (the project). More specifically, the scope of this work will center on two primary objectives:

1. Assist RTA in evaluating and selecting the most advantageous and beneficial project delivery method for the project, and
2. Evaluate whether to deploy the charging infrastructure and the microgrid at RTA's A. Phillip Randolph Facility or at your New Orleans East Facility (or at both).

To effectively address and achieve these project objectives, our team has worked to understand the background and basis upon which RTA was awarded the grant and how RTA works each day to meet its obligation to provide safe, efficient, and reliable public transit services for our community. We have examined RTA's charter and its duty to provide safe, reliable public transportation for the New Orleans region; we have reviewed your Zero-Emission Fleet Transition Plan and its goal to achieve a 75% zero-emission bus fleet by 2030; and we have reviewed and evaluated your recent Lo/No grant award and its stipulations compared to your original submission. Based on our preliminary research and our past work with your RTA team, we offer the following understanding of our basic work program.

In terms of identifying, evaluating, and selecting the most beneficial project delivery method for RTA, we will leverage our extensive experience in the field of transit fleet electrification across the U.S. to help RTA select the best delivery method that meets their goals. In our experience, there is no inherently best model for all projects or circumstances and the best choice depends on a range of factors and RTA's objectives. We will focus our attention on the following factors that invariably dictate the delivery method:

- Nature and complexity of the project
- Control of project costs
- Owner's staff availability and expertise
- Management and allocation of risk
- Schedule compliance and acceleration
- Procurement constraints

In terms of evaluating the most appropriate site(s) for the proposed project and charging facilities, we have reviewed the two potential projects sites identified in the RTP, the A. Phillip Randolph Facility and the New Orleans East facility. While both alternatives appear to be viable, the site evaluation and planning effort will determine whether the sites are of an adequate size and shape to accommodate the new charging infrastructure. It will also address the critical issues surrounding resiliency and reliability of electrical power infrastructure at each location, determining whether there is adequate power from the utility to support RTA's needs. Resiliency is a particularly important consideration due to the challenges posed to the region from strong storms impacting power availability and RTA's critical role in natural disaster response.

In the end, RTA will have a clear direction on how to deliver the project and a comprehensive evaluation of the optimal location for the project.



### 3 – Experience

Our team is bringing RTA our world-class expertise in transit decarbonization and project implementation. We will leverage this expertise to help RTA consider the pros and cons of various project delivery methods, to evaluate the candidate sites, and to develop a preliminary project site plan. Factors such as delivery schedule, cost control, the ability of RTA to provide input, and ownership of risk become critical when selecting a project delivery method. This is particularly true in light of evolving technology risk, cost escalation, and recent supplier consolidations and bankruptcies. We will layer our deep knowledge of transit electrification and our proven track record of project implementation to set RTA up for long-term success on this critical project.

Our team’s relevant experience will inform every aspect of our approach to RTA’s zero-emission, resilient fleet planning project. We have provided selected examples of the team’s experience managing similar projects relevant to RTA’s scope of services. At the end of this section, we have provided a table (Exhibit 3-1) of our most recent EV facility and infrastructure projects with transit agencies across the U.S. While not a comprehensive list of our past performance, these projects demonstrate our successful track record of coordinating with transit agencies, their various departments, stakeholders, and outside agencies to achieve our clients’ objectives. In addition to this experience, the RapidRide I Line 1 project from our submitted qualifications is relevant, as it demonstrates expertise with bus operations bus project concept development and design.

**Jacobs By the Numbers**

**2023 ENR Rankings**

- #1 Program Management Design
- #2 Transportation Mass Transit & Rail

**Projects Delivered**

- 9,000+ Bus Vehicle Acquisition/Overhauls
- 100+ Bus Depot/Facilities

#### BEB Charging Infrastructure and Facility Upgrades, Boise, ID

Jacobs is providing turnkey design-build services to the Valley Regional Transit (VRT) for the design and installation of battery-electric bus (BEB) charging infrastructure at the Orchard Facility Bus Depot (overnight charging) and the Main Street Station (enroute charging). The design also includes the provision of 2.5MW of new electrical service to Main Street Station.



Jacobs assisted in the grant application development of the Federal Transit Administration (FTA) Low or No Emission Vehicle Competitive Grant Program. VRT was ultimately awarded an FTA Low-No grant of \$17.4M and will use this award as well as \$2.6M in local matching funds to purchase up to eight electric buses and the associated charging infrastructure and system improvements. Approximately half of the grant funds are anticipated to be used for bus procurement and the other half for design, procurement, and construction of the infrastructure improvements.

#### Project Relevance

- Preliminary design, cost estimating, programming, and site selection analysis for proposed BEB facility
- Assisted Owner in development of FTA Lo/No Grant application and continued coordination with FTA
- Project delivery evaluation and analysis with Owner to arrive at a progressive design-build delivery model
- Grant award includes workforce training funding that will go towards workforce development/training to maintain and operate BEBs and charging infrastructure.

**Reference:** Joe Guenther, Capital Project Manager, [jguenther@valleyregionaltransit.org](mailto:jguenther@valleyregionaltransit.org), 208.258.2705

#### Zero-Emission Bus Transition Blueprint, Santa Clara County, CA

The Jacobs team is developing a comprehensive ZEB Transition Blueprint plan for the Santa Clara Valley Transportation Authority (VTA). The plan will provide technical expertise in the areas of ZEB technology and charging, facility planning, transit operations, energy management, and ZEB funding. The process will result in a high-level plan for VTA's zero-emission bus transition that identifies an implementation plan and near-term next steps for the zero-emission transition process.



The ZEB Blueprint requires balanced approaches for sequencing capital investment, community benefit, resiliency needs, and evolving technology in a way that is inclusive of multiple needs and viewpoints. The implementation planning must be staged to align with cash flow, operational capability and facility condition, resiliency needs, power infrastructure, capital requirements, and technology evolution.

#### Project Relevance

- Equity and Resiliency Analysis and recommendations included in the Strategy to ensure long term fairness and sustainability of the program and bus service
- Comprehensive review of facility programming, site and location analysis and electrical grid capabilities for proposed Bus fleet charging stations, maintenance facilities, etc.
- Provides step by step strategy and implementation plan for transitioning rubber tire fleet to zero emission vehicles for the Authority

**Reference:** Adam Burger, Innovation Mobility and ZEB Program Manager, [Adam.Burger@vta.org](mailto:Adam.Burger@vta.org), 408.546.7923

### Zero-Emission Fleet Transformation Study, New York, NY

The Metropolitan Transportation Authority (MTA), which operates the nation's largest bus fleet, is committed to transitioning its 5,800 buses to a zero-emissions fleet by 2040. Jacobs is helping MTA achieve this goal by



evaluating existing conditions at MTA's 28 bus depots along with the modifications and technologies needed to implement the Zero Emission Fleet Transition. We developed a defensible decision-making methodology based on factors such as equity, operational feasibility, cost, and schedule. We then facilitated a series of workshops with MTA staff as they considered several proposed alternative approaches to transition their bus network.

#### Project Relevance

- Comprehensive evaluation and analysis of transitioning bus fleet to electric vehicles
- Site and facility programming and preliminary design concepts of EV charging sites, facilities and networks
- Implementation planning and decision-making to identify potential project delivery methods

**Reference:** Sunil G. Nair, Chief Officer, Zero-Emission Fleet Transformation, [sunil.nair@nycct.com](mailto:sunil.nair@nycct.com), M: 646.574.2413, O: 646.252.1043

### Facility Modernization Program, Boston, MA

We are the program manager for the Massachusetts Bay Transportation Authority's (MBTA's) Bus Facility Modernization Program, a once-in-a-generation, multi-stage effort to deliver a modernized network of bus maintenance facilities, right sized to support current and future operations, and support the transition of MBTA's 1,100 bus fleet to all-electric battery-electric buses (BEB) through facility upgrades.



#### Project Relevance

- Engagement and coordination with FTA's Zero Emissions Fleet grant program and funding
- Comprehensive evaluation and analysis of transitioning bus fleet to electric vehicles
- Assessment of the system-wide electrical grid and charging infrastructure to ensure adequate, sustainable and resilient power grid to support long term goals

**Reference:** Scott Hamwey, Director of Bus Modernization, [shamwey@mbta.com](mailto:shamwey@mbta.com), 617.686.6711

**Exhibit 3-1. Related and Relevant Project Experience.** The table below indicates the breadth and depth of our most recent work with public transportation agencies to transition their fleet to zero emissions and provide for a resilient and sustainable future.

| Project, Location, Firm   | Contract Duration  | Project Management | Bus Operations, Maintenance, Service Planning, & Scheduling | Zero Emissions Facility Design | Zero-Emissions Vehicles & Propulsion Systems | BEB Charging Infrastructure | Alternative Fuels | Power Supply, Energy Modeling & Cost Analysis | Capital Project Planning, Estimating, and Scheduling | Environmental Impact & Environmental Justice | Grants & Funding |
|---|--|--------------------|---|--------------------------------|--|-----------------------------|-------------------|---|--|--|------------------|
| SFMTA Vehicle Engineering and BEB Procurement   San Francisco, CA. <i>Jacobs*</i>   | 2009 – 2020 (Vehicle Eng.)<br>2020 – Ongoing (BEB Procurement) | ●                  |   | ●                              | ●  |                             |                   |   | ●  |  |                  |
| MTA Zero Emissions Fleet Transformation Study   New York, NY. <i>Jacobs*</i>  | 2022 - Ongoing   | ●                  | ●   | ●                              | ●  | ●                           | ●                 | ●   | ●  | ●  | ●                |
| MBTA Bus Facilities Modernization Program   Boston, MA. <i>Jacobs*</i>  | 2020 - Ongoing   | ●                  | ●   | ●                              | ●  | ●                           | ●                 | ●   | ●  | ●  | ●                |
| NJ TRANSITGRID Microgrid Power System   Jersey City, NJ. <i>Jacobs</i>  | 2016 - Ongoing   | ●                  |   |                                |  |                             |                   | ●   | ●  | ●  | ●                |
| WMATA Vehicle Engineering Consulting Services   District of Columbia. <i>Jacobs</i>                                       | 2000 - Ongoing   | ●                  |   | ●                              | ●  |                             |                   |   | ●  | ●  |                  |
| King County Metro, South Annex Bus Base and Facilities Maintenance Plan   Seattle, WA. <i>Jacobs</i>                      | 2017 - Ongoing   | ●                  | ●   | ●                              | ●  | ●                           |                   |   | ●  | ●  | ●                |
| DC Circulator Facility Design   District of Columbia. <i>Jacobs</i>   | 2021 - Ongoing   | ●                  |   | ●                              | ●  | ●                           | ●                 | ●   | ●  | ●  |                  |
| Toronto Transit Commission (TTC) Technical Requirements for Depot Charging Infrastructure   Toronto, ON. <i>Jacobs</i>    | 2019   | ●                  |   | ●                              | ●  | ●                           | ●                 | ●   | ●  | ●  |                  |
| TTC Bus Specification Review   Toronto, ON. <i>Jacobs</i>   | 2020   | ●                  | ●   | ●                              | ●  | ●                           | ●                 |   | ●  | ●  |                  |
| Valley Regional Transit Low-No Grant   Boise, ID. <i>Jacobs and CTE</i>   | 2022 - Ongoing   | ●                  | ●   | ●                              | ●  | ●                           |                   | ●   | ●  |  | ●                |
| NJ Transit Zero Emissions Systems Planning & Engineering Research Partnership Program   Newark, NJ. <i>Jacobs and CTE</i> | 2022 - Ongoing   |                    |   | ●                              | ●  | ●                           | ●                 | ●   | ●  |  |                  |
| RTC Program Management for Overall Regional Transit Plan   Las Vegas, NV. <i>Jacobs and CTE</i>                           | 2016 - Ongoing   | ●                  | ●   | ●                              | ●  | ●                           | ●                 | ●   |  |  |                  |
| VTA On-Call Planning Bench. <i>Jacobs</i>   | 2022 - Ongoing   |                    |   |                                |  |                             |                   |   |  | ●  |                  |
| SFMTA Geary Bus Rapid Transit   San Francisco, CA. <i>Jacobs</i>  | 2013 - 2014  | ●                  |   |                                |  |                             |                   |   | ●  |  |                  |
| BART Station Replacement, Fremont and Coliseum   San Francisco, CA. <i>Jacobs</i>   | 2017   | ●                  |   |                                |  |                             |                   |   | ●  |  |                  |
| BART Transbay Corridor Core Capacity Program   San Francisco, CA. <i>Jacobs</i>   | 2017 - Ongoing   | ●                  |   |                                |  |                             |                   |   | ●  |  | ●                |

## 4 – Project Team

Our project team is lean and efficient, bringing expertise from similar projects completed around the country. The project organization structure ties directly into the project scope and deliverables.

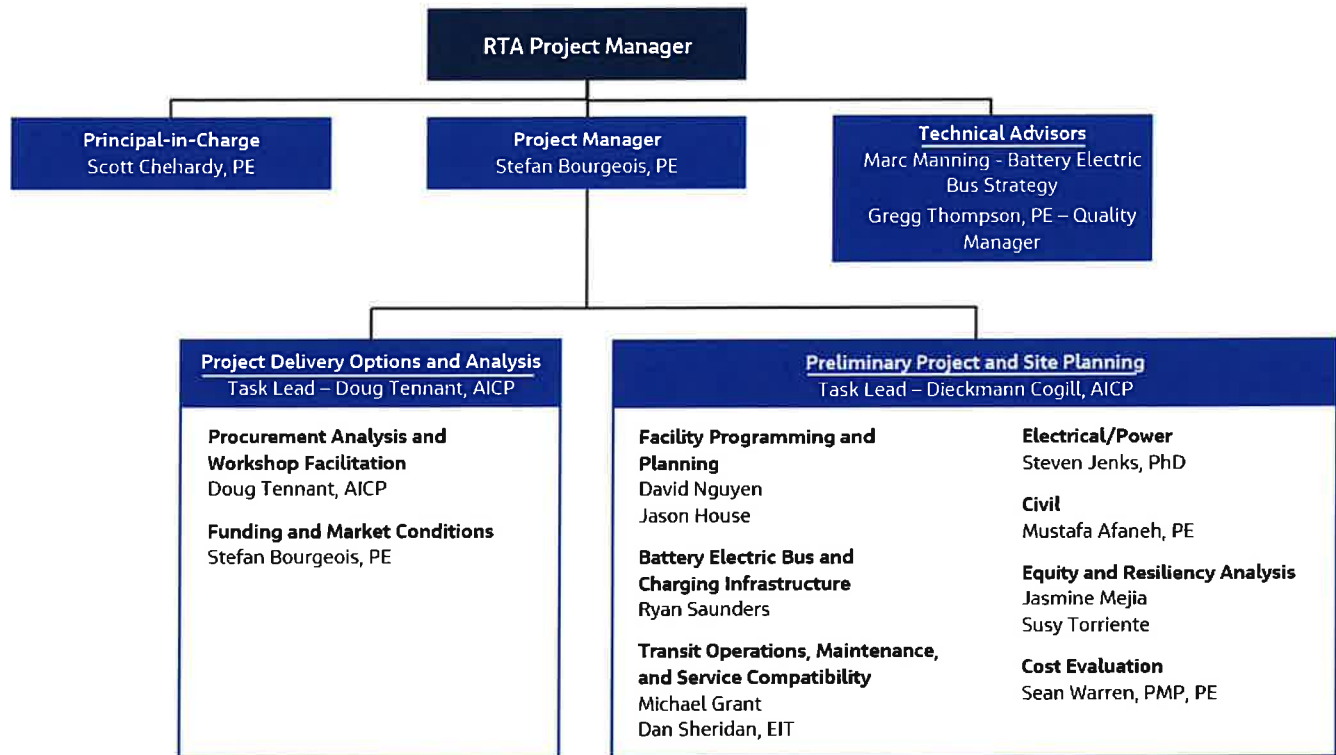
Stefan Bourgeois will serve as the project manager and the main point of contact for RTA. Task 1 will be focused on the evaluation of delivery method options for implementing the Lo-No Grant project. This task will be led by Doug Tennant, and he will be supported by expertise in the field of construction management, project delivery, and emerging solutions such as charging-as-a-service. Task 2 will focus on preliminary site planning and options evaluation. Dieckmann Cogill will lead this task and she brings deep experience delivering similar zero-emission fleet transition planning projects for a number of agencies to RTA. She will be supported by discipline experts in the fields of ZE vehicles, charging infrastructure, energy and power, transit operation and maintenance, and service planning. Evaluation of facility options that will be developed by Dieckmann’s team will include criteria such as equity and resiliency, service compatibility, power availability and cost. It is the understanding of the team that service compatibility and power demand modeling will be provided by RTA.

The table in this section provides the proposed project roles and responsibilities and qualifications of project principals and key staff members. For staff not included in the prequalification application, a 2-page resume is included in this submission. All staff identified will perform the work and will not be substituted with other personnel or reassigned to another project without RTA’s prior approval.

**Local Presence, Global Reach**

The team for RTA’s Zero-Emission, Resilient Fleet Planning project has been carefully chosen based on their technical and industry leadership, extensive experience in their specialties (notably, managing the planning and implementation of zero-emissions bus fleets for some of the largest transit agencies in North America), and success in leading teams to deliver projects on time and on budget.

**Organization Chart.** Our team is committed to advising and supporting RTA’s preliminary evaluation and planning activities required for the acquisition and integration of Lo/No emissions vehicles and related infrastructure in the RTA network and facilities.





**Team’s Project Roles and Responsibilities and Qualifications.** *Our team brings demonstrated experience in transit fleet electrification to help RTA select the best delivery method and develop a preliminary project and site plan.*

| Name, Role/Responsibility   | Brief Qualifications   |
|---|--|
| <b>Stefan Bourgeois</b> , PE, Project Manager and Funding and Market Conditions   | <ul style="list-style-type: none"> <li>More than 13 years of project management, project planning, transportation, and utility design experience for clients across South Louisiana</li> </ul>   |
| <b>Scott Chehardy</b> , PE, Principal-in-Charge   | <ul style="list-style-type: none"> <li>More than two decades of civil design and project management experience in the greater New Orleans metropolitan area</li> </ul>   |
| <b>Marc Manning</b> , Battery Electric Bus Strategy Senior Advisor  | <ul style="list-style-type: none"> <li>Has been involved with transit bus engineering and acquisition leadership at Chicago Transit Authority and Los Angeles Metro and is currently involved in planning efforts for similar zero emissions fleet transition projects for MBTA, MTA, New Jersey Transit, and more</li> </ul>  |
| <b>Gregg Thompson</b> , Quality Manager   | <ul style="list-style-type: none"> <li>Served as a project manager and/or quality manager on multiple infrastructure designs, including his most recent role as project manager for the Lo/No zero emissions vehicle grant application, project design, and construction in Boise, ID</li> </ul>   |
| <b>Doug Tennant</b> , AICP, Project Delivery Options and Analysis Task Lead, Procurement Analysis and Workshop Facilitation | <ul style="list-style-type: none"> <li>With more than 30 years of transportation management experience and a history of successful project delivery across the Southeast, has extensive experience with all project delivery methods, including traditional design-bid-build, design-build, and other alternative delivery approaches for transit agencies and state DOTs</li> </ul> |
| <b>Dieckmann Cogill</b> , AICP, Preliminary Project and Site Planning Task Lead   | <ul style="list-style-type: none"> <li>Served in significant leadership roles on two of the largest zero-emission transition projects in the country and brings experience visioning complex planning and implementation/deployment with some of the nation’s largest transit agencies</li> </ul>  |
| <b>David Nguyen</b> , Facility Programming and Planning   | <ul style="list-style-type: none"> <li>With 9 years of experience with vehicle electrification and over 6 years developing facility and charging infrastructure designs and strategies, specializes in in spatial design and facility layout development for retrofitting existing bus facilities for electrified bus fleets</li> </ul>  |
| <b>Jason House</b> , Facility Programming and Planning  | <ul style="list-style-type: none"> <li>Over 14 years of experience with vehicle electrification, over 7 years of charging infrastructure design, and over 18 years of combined electrical engineering experience in the vehicle and facility engineering spaces</li> </ul>   |
| <b>Ryan Saunders</b> , Battery Electric Bus and Charging Infrastructure   | <ul style="list-style-type: none"> <li>Brings extensive knowledge of the technological trends in the commercial EV space and understands the current challenges facing commercial EV deployments; his prior experience includes working at Proterra where managed a team responsible for supporting over 250 electric bus demonstrations at transit agencies</li> </ul>              |
| <b>Michael Grant</b> , Transit Operations, Maintenance, and Service Compatibility   | <ul style="list-style-type: none"> <li>Strong strategic transit/transportation planning experience, as well as spatial analysis, and performance indicators/metrics; currently lead modeler for fleet electrification of 28 transit depots with supporting transition plans</li> </ul>   |
| <b>Dan Sheridan</b> , EIT, Transit Operations, Maintenance, and Service Compatibility                                       | <ul style="list-style-type: none"> <li>Vehicle engineer experienced with maintenance, operations, vehicle procurement, vehicle mid-life overhaul, future vehicle development, lean initiatives, and design review</li> </ul>   |
| <b>Steven Jenks</b> , PhD, Electrical/Power   | <ul style="list-style-type: none"> <li>Expertise in least-cost optimization techniques provides insight into key technical and cost performance metrics necessary to understand and compare decarbonization strategies and microgrid resource selection</li> </ul>   |
| <b>Mustafa Afaneh</b> , PE, Civil   | <ul style="list-style-type: none"> <li>Civil engineer with experience on infrastructure projects in Louisiana</li> </ul>   |
| <b>Jasmine Mejia</b> , Equity and Resiliency Analysis   | <ul style="list-style-type: none"> <li>Expertise in equity analysis, guiding the development of transportation equity analysis and performance measures for long-range plans and leads racial equity analysis efforts for transportation clients</li> </ul>  |
| <b>Susy Torriente</b> , Equity and Resiliency Analysis  | <ul style="list-style-type: none"> <li>Instrumental in the development of numerous sustainability and resilience plans for municipalities</li> </ul>   |
| <b>Sean Warren</b> , PMP, PE, Cost Evaluation   | <ul style="list-style-type: none"> <li>Specialized as a project controls, cost engineering, value engineering/constructability professional on several of the largest design-build and CMAR contracts in Southeast Louisiana</li> </ul>  |



**Education**

- ▶ BS, Civil Engineering,  
University of Louisiana at  
Lafayette

**Registrations/Certifications**

- ▶ Professional Engineer:  
LA, NC, MS, AL, FL

**Years of Experience**

- ▶ 13 years

## Stefan Bourgeois, PE

### Project Manager; Funding and Market Conditions

Stefan Bourgeois, PE, is a client service leader/senior project manager with over 13 years of professional experience in engineering project management, design, planning, construction administration, grant writing, municipal code review, and enforcement for a variety of Louisiana clients including the City of New Orleans, St. Tammany Parish, St. Charles Parish, St. John the Baptist Parish, Lafayette Consolidated Government, Lafayette Utilities System, City of Carencro, City of Scott, City of Youngsville, and Lafayette Parish Sheriff's Office. Stefan has managed over a dozen staff members including engineers, technicians, construction inspectors, survey crews, and administrative positions. The team focused on infrastructure projects including roadway design, drainage, wastewater collection and treatment, water distribution, and surveying.

### Relevant Experience

**Esperance and Ezekiel Jackson Lift Station Upgrades | St. John the Baptist Parish, Reserve, LA | Project Manager/Engineer of Record.** The provided services include topographic and right-of-way surveys, geotechnical investigation, lift station design, utility design, construction documents, bid and award services, construction administration, construction close out, and inspection. Stefan provided professional engineering design and construction administration services for the upgrade of two wastewater lift stations. Both lift stations were outdated, suction lift style pumping stations that required full modernization. Both lift stations are heavily depended on by the surrounding residential neighborhoods and were in dire need of modern, submersible pumps, a full SCADA operating system to provide automation in both remote monitoring and operations. The design also included new valves and hardware, a modern above ground valve pad, improved sites, access, and over 1,000 feet in new, fusible PVC force mains.

**Wastewater Treatment Plant | City of Scott, Lafayette Parish, LA | Project Manager.** Stefan worked closely with the owner in the initial preliminary planning and testing phase of the wastewater treatment plant project that focused on replacing the existing 0.5-mgd plant with a new, 2-mgd wastewater treatment plant. This project consisted of preliminary planning of a proposed activated sludge wastewater treatment plant for the City of Scott. The City is a fast-growing community, and the population growth is out pacing the capacity of the existing wastewater treatment plant. The existing wastewater treatment plant has exceeded its design life and is experiencing many operational deficiencies such as violating its discharge limitations and raw wastewater overflows. The proposed treatment plant will be designed to accommodate future population growth within the city for a 30-year design period. The initial preliminary planning phase consisted of extensive influent analytical testing procedures and a preliminary engineering report (PER). The PER assessed conditional rating of the existing facility, evaluated population projections, and explored various alternatives for a plant replacement.

**Primrose Canal Stabilization Project | St. Charles Parish, Boutte, LA | Engineer of Record and Project Manager.** The provided services include geotechnical investigation, sheet pile design, sheet pile alignment layout, construction documents, bid and award services, construction administration, construction close out, and inspection. Stefan was tasked to provide professional engineering design and construction administration services for the channel embankment stabilization project for Primrose Canal in St. Charles Parish. The

channel side slopes were collapsing into the channel because of existing wood bulkheads that were failing. The project focused on replacing the existing wood bulkheads with 30-foot steel sheet piles that stabilized the channel side slopes. The project included over 1,500 linear feet of steel sheet piles and connecting various concrete con-span bridges to the steel sheet piles. Additionally, over 5,000 feet of channel grading was designed for the project while accounting for all drainage outfall laterals through the vertical sheet pile.

**East Pont Des Mouton, Phase II: Roadway Widening | Lafayette Parish, LA | Project Engineer.**

Stefan led the design efforts of the roadway and storm drainage system, and construction administration for this project. Role included geometric design of the roadway and intersections, the hydraulic design of the subsurface drainage system, sequence of construction design, quality control as well as design of the striping layout for traffic flow. Responsible for managing the finances of the project such as resource allocation on work tasks and monthly billing. Worked with landowners and the Lafayette Consolidated Government to secure right-of-way and servitudes for the roadway and utility improvements.

**New Public Safety Complex for Lafayette Sheriff's Office | Lafayette Parish, LA | Project Engineer.**

Stefan was involved in the structural design of concrete tilt-up wall panels, steel connections of tilt-up panels, structural concrete masonry walls, concrete, and steel lintel beams as well as steel bar joists. Also worked concurrently with his structural design team and the architectural design team to ensure all conflicts between theoretical applications of architecture and structural engineering were solved. Plan review of other consultants on the design team such as mechanical and electrical was paramount to ensure conflicts with the main structure were mitigated.



## Marc Manning

### Battery Electric Bus Strategy Technical Advisor

Marc is a senior project manager and vehicles discipline lead in Jacobs' Green Fleets practice. For the past 7 years, Marc has worked in transit bus engineering and acquisition leadership at Chicago Transit Authority (CTA) and Los Angeles Metro (LA Metro), where he supported the procurement of over \$1 billion in transit buses with electric, CNG, and diesel powertrains. His teams were responsible for engineering and warranty support for the life of the vehicles. Marc was responsible for developing the short- and long-term strategies to deploy zero-emissions buses, and he participates in various committees to study, advance, and accelerate the adoption of zero-emissions buses nationwide. He contributed to developing the APTA Bus Procurement Guidelines, supported various TRCP projects, and SAE Charging standard (SAE3105). Prior to working for public transit agencies, Marc worked in product development for the market leader in transit bus engines, Cummins Inc. In this capacity, he worked across a wide array of engineering functions (including manufacturing, product development, and service support) with a specialty in combustion, performance, and emissions development.

#### Education

- ▶ MS, Mechanical Engineering (Thermal/Fluid Sciences), North Carolina State University
- ▶ BS, Mechanical Engineering (with Honors), Georgia Institute of Technology

#### Registrations/Certifications

- ▶ Six Sigma

#### Years of Experience

- ▶ 18 years

### Relevant Experience

**Valley Regional Transit (VRT) | Lo-No Grant Project, Boise, ID. | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Marc led the team to scope the grant, coordinated with various teams to write the grant, and worked with VRT to select the project partners. As a result of this win, Jacobs will be delivering charging infrastructure turnkey services for VRT. The value of this contract will be ~\$10 million of the total. VRT won \$17.3 million in federal support for a \$20 million project that will provide eight on-route electric chargers in Main Street Station, eight additional battery electric vehicles and four electric depot chargers at the Orchard maintenance yard and all the necessary workforce training and development.

**Massachusetts Bay Transportation Authority (MBTA) | Bus Facility Modernization Program and New Bus Procurement, Boston, MA | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Marc serves as a charging infrastructure and electric vehicle expert on the ongoing projects. In this role, Marc provides design guidance and charging equipment recommendations based and design review oversight of 3rd Party design milestones. Marc also evaluates electric vehicles for the client operation profiles and provides recommendations tailored to the MBTA's operations. MBTA is aggressively moving towards a zero-emissions bus fleet and Jacobs is leading a coordinated strategy of the agency's maintenance facility modernization electrification investments and annual electric bus procurements.

**New Jersey Transit (NJT) | Zero Emission Systems Planning and Engineering Research Partnership Program, Newark, NJ | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Marc is providing guidance on best practices on launching initial electric buses. Additionally, Marc is provided guidance on best practices on how to support the program as it expands. (e.g. workforce planning). New Jersey Transit is launching their first electric buses in late 2022. Additionally, they are developing a roadmap for future Zero Emission Bus Deployments.

**Port of Long Beach (POLB) | Harbor Department Zero Emissions Fleet Infrastructure Master Plan, Long Beach, CA | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Marc provides design guidance and

charging equipment recommendations. The recommendation is based on the modeling of the fleet and understanding what limitations (e.g. power and space) for future charging infrastructure installations. Furthermore, Marc is helping lead coordination with the utility company, South California Edison (SCE). Jacobs is created that details the infrastructure necessary to convert over 200 harbor fleet vehicles (light duty and medium duty) and 16 harbor vessels to zero emissions fuels. The study includes an energy demand analysis of the Port Fleet's existing operations, assessment of zero emission.

**Los Angeles County Metropolitan Transportation Authority (LA Metro) | Various Projects, Los Angeles, CA | Senior Director – Vehicle Engineering & Acquisition.** Marc's team managed \$790 million in transit bus acquisitions, encompassing 145 electric buses from New Flyer and BYD, and their associated charging infrastructure, and 689 CNG buses from New Flyer and EIDorado, which were the first to utilize BAE's REAL (Reduce Engine Accessory Loads) system. Marc's team was responsible for formulating the plan to convert the fleet to 100% zero-emissions buses by 2030. Through this, his team pushed for BYD to deploy heat pumps that resulted in significant energy-efficiency savings. In addition to vehicle acquisitions, Marc's team managed the bus warranty and provided the engineering support for Metro's 2,400+ buses. As part of this support, his team was responsible for implementing improvements to improve reliability and reduce cost. In response to the COVID-19 pandemic, his team became responsible for analyzing and deploying technical solutions on the bus fleet. The projects required developing an implementation plan for over 130 MW of on-route and depot charging infrastructure, and coordinating with multiple utilities (e.g., SCE, LADWP, Pasadena Water & Power) and modeling the impacts of various charging strategies. It also required reviewing various technologies to improve energy efficiency (e.g., heat pumps) and reduce vehicle weight.



## Gregg Thompson, PE

### Quality Manager

Gregg Thompson is a project manager and an environmental engineer with 27 years of experience in public infrastructure design, project planning, and development and execution of construction contracts. Gregg specializes in managing engineering teams in the collaborative delivery of large-scale facility construction and renovations, and his most recent work with Valley Regional Transit's Battery Electric Bus Facility Upgrade and Charging Infrastructure is setting the standard for expedited delivery of FTA's Lo/No Vehicle Emissions grant program.

### Relevant Experience

**Battery Electric Bus (BEB) Charging Infrastructure and Facility Upgrade – Preliminary Planning/Design and Project Delivery Analysis | Valley Regional Transit (VRT), Boise, Idaho | Project Manager.** In addition to Gregg's assistance in developing VRT's Lo/No Vehicle Emissions grant application, he is leading the Jacobs team in the programming and design of VRT's installation of battery-electric bus (BEB) charging infrastructure at the Orchard Facility Bus Depot (overnight charging) and the Main Street Station (enroute charging). Thompson also has assisted VRT leadership in the review and evaluation of suitable project delivery methods and models for the project, emphasizing the need for accelerated delivery and cost certainty.

**Battery Electric Bus (BEB) Charging Infrastructure and Facility Upgrade – Turnkey Design-Build Services | Valley Regional Transit (VRT), Boise, Idaho | Project Manager.** As a result of Gregg and his team's expedited work and analysis in the preliminary phases of VRT's BEB project, Thompson and Jacobs were awarded a Progressive Design Build contract by VRT to complete the design and construct the proposed BEB facilities per the \$20M Lo/No grant award. The project includes turnkey design-build services to install battery-electric bus (BEB) charging infrastructure at the Orchard Facility Bus Depot (overnight charging) and the Main Street Station (enroute charging) and the provision of 2.5MW of new electrical service to Main Street Station. VRT selected the Progressive Design Build project delivery model in order to continue the positive schedule momentum that had been created in the early stages of the project, as well as the advantages of a uniquely collaborative approach to design and cost control issues that had been created by Thompson and the Jacobs team early in the process

**Nampa Wastewater Treatment Plant Group F Progressive Design-Build | City of Nampa, Idaho | Engineering Manager.** Gregg managed this \$170 million improvements project. Jacobs is the design-build contractor and design engineer on this project. Deep bed, mono-media sand filters are designed to help meet the City's phosphorus limit target of 350 micrograms/liter ( $\mu\text{g/L}$ ) on a monthly average basis. Jacobs created a collaborative design-build process that has created a cost-effective filtration facility, addressing constructability concerns, and planning for commissioning and startup.

**Lander Street Water Renewal Facility Phase I Improvements | City of Boise; Boise, Idaho | Project Manager.** Initial project manager for this improvement project that provides tertiary treatment to meet strict phosphorus and ammonia discharge requirements. Phase I focused on condition replacements, including preliminary treatment and disinfection. This phase will prepare the plant for Phase II improvements related to permit compliance.

#### Education

- ▶ MS, Environmental Process Engineering, University of Illinois at Urbana Champaign
- ▶ BS, Civil Engineering, Oregon State University

#### Registrations/Certifications

- ▶ Professional Engineer: OR, ID

#### Years of Experience

- ▶ 27 years

## Doug Tennant, AICP

Project Delivery Options and Analysis Task Lead; Procurement Analysis and Workshop Facilitation

Doug Tennant has more than 35 years of multimodal transportation planning, design, and management experience across the Southeast and a history of successful management of large-scale infrastructure projects and programs for various transit agencies, DOTs, and public entities. Trained as an urban and community planner, Doug's early career focused on developing community and state transportation plans, and his most recent experience has centered on assisting transit agencies and transportation departments transition their strategies and plans to accommodate a decarbonized, multimodal future.



### Education

- ▶ Masters, Vanderbilt Univ. Policy Development & Evaluation

### Registrations/Certifications

- ▶ AICP #213283 – National Certification - Transport Planning

### Years of Experience

- ▶ 35 years

## Relevant Experience

**Nashville Metro Transit Authority (MTA) | East West Connector BRT – NEPA and Preliminary Engineering, Nashville TN | Project Manager.** Doug assisted MTA and the Metro Nashville plan, evaluate and apply for and receive FTA Small Starts Capital Grant funding for the 12-mile Bus Rapid Transit project through downtown Nashville. Services provided included preliminary planning and engineering design to support the development of the project's Environmental Assessment, public engagement and facilitation, and multiple Project Delivery workshops with MTA, the City, and the State (TDOT) to evaluate the best procurement and delivery method for the project.

**GoTriangle Transit | Durham Orange Light Rail Transit – NEPA and Preliminary Engineering, Raleigh, NC | Principal and Senior Advisor.** As principal-in-charge and senior planning advisor, Doug assisted in developing and facilitating a 2-day workshop for GoTriangle leadership and staff to evaluate alternative project delivery options for their proposed \$1.1 billion light rail service in Durham and Orange counties in the Research Triangle area of North Carolina. The pros and cons of multiple project delivery methods (design-bid-build, construction manager, design-build, P3 concession, etc.) were reviewed, evaluated, and discussed with GoTriangle leadership as they advanced their NEPA and preliminary engineering efforts.

**Central Oklahoma Public Transportation Authority (COPTA) | OKC Streetcar Planning and Regional Transit Hub Site Selection, Oklahoma City, OK | Principal and Senior Planner.** As principal-in-charge and senior planning advisor, Doug assisted COPTA and City of Oklahoma City MAPS leadership in developing, planning, and gaining federal, state, and local approval for the construction of a \$135 million, 4-mile streetcar circulator connecting downtown Oklahoma City to Midtown health district and the Bricktown entertainment district. As a part of the overall streetcar program, managed the work of programming, evaluation, and selection of a preferred site and project delivery model for the regional transit hub that would serve as the centerpiece of the transit network in downtown Oklahoma City. Multiple sites were evaluated, and alternative delivery models were reviewed (CMAR, DB, CMGC) for the transit hub.

**GoChapel Hill Transit | North South Bus Rapid Transit (NSBRT)– NEPA, Preliminary and Final Engineering, Chapel Hill, NC | Principal and Senior Advisor.** Doug assisted in the planning and evaluation of alternate routes and service plans for the proposed 8.2-mile NSBRT line through Chapel Hill. Assisted in the identification and locating of transit stations and the central hub, as well as leading the team's efforts to inform and educate the NSBRT's project leadership in reviewing alternative delivery and procurement models in anticipation of a FTA Small Starts construction grant.



#### Education

- ▶ MA, Urban and Environmental Planning, University of Virginia
- ▶ BA, Metropolitan Studies, Urban Design and Architecture, New York University

#### Registrations/Certifications

- ▶ American Institute of Certified Planners (AICP)

#### Years of Experience

- ▶ 23 years

## Diekmann Cogill, AICP

### Preliminary Project and Site Planning Task Lead

Diekmann is a program manager and transportation planner with over 23 years' experience planning, managing, and delivering transportation projects. She currently focuses on zero-emissions fleet transition planning and has experience managing facility improvements, fleet transition, service planning and enterprise-wide operational transition planning. She brings expertise from diverse jurisdictions within the U.S. Diekmann has a proven ability to successfully manage complex transportation planning projects to ensure quality. She applies strong project management best practices and principles, while focusing on providing clear and frequent lines of communication; and building strong productive relationships with clients and stakeholders. Diekmann applies her depth of planning knowledge to effectively collect and analyze data to inform decision making. Her specialty is developing context sensitive solutions to complex project challenges.

### Relevant Experience

**Santa Clara Valley Transportation Authority (VTA) | Zero Emissions Bus Transition Blueprint, San Jose, CA | Project Manager.** Manage the planning and implementation for the deployment of zero-emission bus fleet for the VTA. VTA operates a fleet of approximately 400 buses out of three depots. The plan will help the agency meet the regulatory requirement of the 2018 California Air Resources Board, Innovative Clean Transit Regulation that sets a 2040 goal for California transit operators to operate fully zero-emission fleets. The blueprint will focus on a funding strategy and implementation planning and prioritization for near term and long-term projects required for an equitable transition. This will include costs for capital infrastructure required to support the transition, operating expenses and workforce training. It also includes an equity strategy, site planning and concept development, service modeling, energy strategy, and fleet strategy. Diekmann is responsible for management the integration and delivery of the numerous technical disciplines required to develop an integrated zero-emissions bus blueprint.

**New York Metropolitan Transit Authority (MTA) | Zero Emissions Fleet Transition Plan, New York City, NY | Project Delivery Manager.** Development and evaluation of alternatives for zero-emissions fleet deployment/implementation through 2040, a comprehensive rollout plan for zero-emissions bus rollout through 2029, and a high-level road map for deployments through 2040. Diekmann is responsible for management the integration and delivery of the numerous technical disciplines required to develop an integrated zero-emissions fleet transition plan. This includes vehicle and charger technology, facility assessments, power and electrical infrastructure, and service planning and modeling. Diekmann's previous experience delivering ZE Fleet transition plans and ZE facility plans led to early deployment of and coordination between technical disciplines, being able to quickly discern the key elements for decision making led to savings in schedule and budget.

**Massachusetts Bay Transportation Authority (MBTA) | Bus Facility Modernization Program, Boston, MA | Program Manager.** Jacobs is providing program management services to the MBTA in support of the transformative Bus Facility Modernization Program. As Program Manager, Diekmann manages a multi-disciplinary team including Jacobs and various teaming partners to deliver a modern bus facility network to support the future bus fleet. In addition to overall program management, Diekmann is the lead for transportation planning, transit



service planning and environmental assessment activities, and development of phasing and concepts for the modernization of nine bus maintenance facilities.

**Massachusetts Bay Transportation Authority (MBTA) | Zero Emissions Fleet Deployment Strategy; Boston, MA | Program Manager and Transit Planning Lead.** Dieckmann led a team that evaluated the operational feasibility of battery electric buses at two maintenance facilities in Quincy and North Cambridge, analyzing multiple vehicle technologies, seasonal conditions, and charging infrastructure. The evaluation enabled the MBTA to determine a technology solution and identify needed bus schedule changes. The team was also able to determine peak energy demands at maintenance facilities as well as intermediate charging locations along key bus routes. As part of this evaluation, a bus facility network wide baselining effort was conducted at all MBTA bus maintenance facilities. The development of this document contributed to the award of approximately \$116 million in federal funding for zero-emissions fleet procurement.

**Massachusetts Bay Transportation Authority (MBTA) | Bus Facility Modernization Program; Boston, MA | Deputy Program Manager.** As deputy program manager, Dieckmann managed a multi-disciplinary team including Jacobs and various teaming partners to deliver a modern bus facility network to support the future bus fleet. Dieckmann is the lead for transportation planning, transit service planning and environmental assessment activities, and development of phasing and concepts for the modernization of nine bus maintenance facilities.

**King County Metro, Rapid Ride I Line Engineering, Seattle, WA | Deputy Program Manager.** Jacobs developed, designed, and procured bidding documents for roadway and signal improvements, transit passenger facilities, and Metro communications infrastructure for a bus rapid transit line connecting Auburn, Kent, and Renton in Washington. Dieckmann was deputy to the project manager in delivering tasks related to service speed and reliability improvements, passenger facility upgrades, and access to transit stations.



**Education**

- ▶ BS, Construction Management, California Polytechnic State University, San Luis Obispo

**Registrations/Certifications**

- ▶ California General Engineering (Class A) Contractors License, Qualifier/RME

**Years of Experience**

- ▶ 10 years

## David Nguyen

### BEB Charging Infrastructure

David has 10 years' experience with vehicle electrification, over six years developing charging infrastructure designs and strategies, and over 10 years in the heavy civil and transportation industry. He has led project delivery for numerous advanced charging projects for public transit, including installation and commissioning of in-depot pantographs and chargers for City of Edmonton; facility upgrades and installation of DC plug in chargers for Reno RTC; and installation of on-route 450kW chargers and overhead charging reels for City of Spokane. Over his career in transit bus electrification, he has led project delivery (design, construction, and commissioning) as the prime project manager for over 35 clients, while also providing construction oversight and drawing review services to over 100 public transit agency clients. David is especially experienced in spatial design and facility layout development for retrofitting of existing bus facilities for electrified bus fleets. He has developed commissioning and vehicle/charger testing plans for new fleet deployments with overhead on-route chargers and is particularly skilled in charger interoperability testing and validation.

### Relevant Experience

**ZEB Blueprint Plan | Santa Clara VTA | Facilities Planning Lead.** Led facilities planning activities in the development of VTA's Zero-Emissions Bus (ZEB) Blueprint Plan.

**Zero Emissions Transition Plan | New York MTA, New York City, NY | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** In this role, David serves as an SME for the charging infrastructure and power integration site planning production design team. MTA selected Jacobs to lead their zero-emission fleet transition and implementation. Phase 1 of the project involves site assessment/feasibility for power distribution for electric bus conversion.

**Electric Bus Infrastructure Project | Spokane Transportation Authority (STA), Spokane, WA | Senior Project Manager/Lead.** Project roles included management of design development, subcontractor procurement and management, construction coordination, commissioning, and testing, as well as onboarding training for client. Acting as the project lead, David directly managed the process to obtain contractors licenses in Washington state for Proterra, as well as manage the design and permitting processes for four separate sites in Spokane, under an accelerated timeline to construct all infrastructure in less than 10 months. David designed the controls wiring for the overhead charge reels, as well as overseeing onsite the integration, testing, and commissioning of the units. Acting as the project lead, David directly managed the process to obtain contractors licenses in Washington state for Proterra, as well as manage the design and permitting processes for four separate sites in Spokane, under an accelerated timeline to construct all infrastructure in less than 10 months. David designed the controls wiring for the overhead charge reels, as well as overseeing onsite the integration, testing, and commissioning of the units. Design and installation of six 450kW fast charging pantographs structures across three separate transit center sites in Spokane, inclusive of civil and electrical utility upgrades. Also included in the project were ten 150kW ABB DC charging systems with first-of its kind motorized overhead charging reels. Total design/build contract value was \$2.5 million. Project was completed ahead of schedule and on budget.

**Kathleen Andrews Bus Garage – Electric Bus Charging Project | City of Edmonton, AB (Canada) | Senior Project Manager/Lead.** Project roles included management of design development, subcontractor procurement and management, construction coordination, commissioning, and testing, as well as onboarding training for client. Program managed the innovative first of its kind installation outside of Germany, where the pantographs were installed in a tight depot-style configuration, thus requiring innovation of both WIFI and RFID sensors to authenticate and initiate charge session with the Proterra buses. Managed the implementation and commissioning of the sensor systems, as well as developing customer fabricated mounting hardware for the ABB dispenser boxes. Design and installation of 40 overhead pantograph structures with 150kWABB DC charging systems, with unique RFID authentication, inside an existing bus garage facility. Project was completed and handed off to client in early 2021 with completion on time and on budget. Overall project value was over \$60M USD, with the constructed value managed by David was \$3M USD. Program managed the innovative first of its kind installation outside of Germany, where the pantographs were installed in a tight depot-style configuration, thus requiring innovation of both WIFI and RFID sensors to authenticate and initiate charge session with the Proterra buses. Managed the implementation and commissioning of the sensor systems, as well as developing customer fabricated mounting hardware for the ABB dispenser boxes.

**Electric Bus Infrastructure Projects | San Mateo County Transit District (SAMTRANS), South San Francisco, CA | Senior Project Manager/Lead.** Project manager for the setup and commissioning of Proterra charging systems at Samtrans North Base bus depot. Delivery, installation, and commissioning of Proterra 60kW DC charger equipment for use with mobile generators to support the initial testing of Proterra battery electric buses. Also, performed detailed design review and project oversight for the installation of 125kW Proterra charger equipment at the Samtrans North Base bus depot.

**Electric Bus Charging Infrastructure at Moffet Field | CBRE/Google, Sunnyvale, CA | Senior Project Manager/Lead.** Project manager for the setup, commissioning, and training of Proterra charging systems at Moffett Field in support of Van Hool battery electric coach charging for CBRE/ Google shuttle operations. Delivery, installation, commissioning, and user training of Proterra 125kW DC charger equipment for use by Google to support battery electric Van Hool coach buses. Also, performed detailed design review and project oversight for the installation of 125kW Proterra charger equipment by CBRE.

**Electric Bus Shuttle Charging Infrastructure Projects | San Jose Airport, San Jose, CA | Senior Project Manager/Lead.** Project manager for the setup, commissioning, and training of Proterra charging systems at San Jose Airport. Delivery, installation, commissioning, and user training of Proterra 60kW DC charger equipment for use by San Jose Airport to support battery electric Proterra 40' buses. Also, performed detailed design review, permit and drawing package QC, as well as onsite project oversight for the installation of charger equipment.

**Electric Bus Shuttle Charging Infrastructure Projects | Santa Cruz Metro, Santa Cruz, CA | Senior Project Manager/Lead.** Project manager for the setup, commissioning, and training of Proterra 125kW charging systems for Santa Cruz Metro. Delivery, installation, commissioning, and user training of Proterra 125kW DC charger equipment for use by Santa Cruz Metro to support both battery electric 40' buses and coach buses. Also, performed detailed design review, permit and drawing package QC, as well as onsite project oversight for the installation of charger equipment.

**Electric Bus Infrastructure Project | Regional Transportation Commission of Washoe County, Reno, NV | Senior Project Manager/Lead.** Project roles included management of design development, subcontractor procurement and management, construction management, commissioning, and testing, as well as onboarding training for client. Design and installation of two overhead 500kW Proterra Blade Charger systems at the 4th street transit station. Also involved the installation of 25 60kW DC fast chargers at the main Reno bus garage inclusive of civil and electrical site upgrades. Developed site assessments for future RTC electrical charger expansion.



## Jason House

### Facility Programming and Planning

Jason House has over 14 years of experience with vehicle electrification, more than 7 years of charging infrastructure design, and over 18 years of combined electrical engineering experience in the vehicle and facility engineering spaces. He has developed charging models, evaluated charging simulation / modeling products, led technical electrification master planning efforts, created charging infrastructure bid packages with drawing sets, and completed scaled facility level charging infrastructure designs. Additionally, his experience in en-route charging project planning and deployment led him to develop comprehensive commissioning, preliminary hazards analysis checklists, and functional tests that far exceed current OEM industry practices.

#### Education

- ▶ MS, Electrical Engineering (Control Theory and Microelectromechanical Systems), University of Michigan
- ▶ BS, Computer Science Engineering and Electrical Engineering (double major), University of Toledo

#### Registrations/Certifications

- ▶ NA

#### Years of Experience

- ▶ 18 years

### Relevant Experience

**ZEB Blueprint Plan | Santa Clara VTA | BEB Charge Infrastructure Lead.** Led activities related to the technology assessment and planning for BEB charging infrastructure in the development of VTA's ZEB Blueprint Plan.

**Stride BRT Inductive Charging | Sound Transit, Seattle, WA | Charging Infrastructure Subject Matter Expert.** Jason advises Sound Transit on enroute electric bus charging infrastructure and design application. He leads a charging infrastructure design team as part of a national center of excellence focused on cutting edge charging design and application engineering with a team of civil, structural, and electrical engineers. This project includes five installation sites with inductive on route chargers and additional inductive charger at a bus depot. Sound Transit is implementing extensive enroute charging at multiple bus rapid transit sites. The project includes design work ranging from pre- design site assessment to 100% construction documents for two sites five inductive charging sites.

**MTA Zero Emissions Transition Plan | MTA, New York City, NY | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Jason serves as the task lead for the charging infrastructure and technology and BEB battery electric bus technology during the technology review and condition assessment phase of the project. Jason also leads the charging infrastructure and power integration site planning production design team. MTA selected Jacobs to lead their zero-emission fleet transition and implementation. Phase 1 of the project involves site assessment/feasibility for power distribution for electric bus conversion and construction of site layouts/preliminary design concepts.

**Bus Facility Modernization Program and MBTA New Bus Procurement | MBTA, Boston, MA | Electric Vehicle and Charging Infrastructure Subject Matter Expert.** Jason provides design guidance and charging equipment recommendations based and design review oversight of 3rd Party design milestones. Jason also evaluates electric vehicles for the client operation profiles and provides recommendations tailored to the MBTA's operations. MBTA is aggressively moving towards a zero emissions bus fleet and Jacobs is leading a coordinated strategy of the agency's maintenance facility modernization electrification investments and annual electric bus procurements. Jason serves as a charging infrastructure and electric vehicle expert on the ongoing projects.

**Various Projects | Chicago Transit Authority (CTA), Chicago, IL | Zero Emissions Group Lead.** Jason, as CTA's Zero Emissions Group Lead, managed electric vehicle contracts, design reviews, zero emissions grants project scoping/design, and project delivery while overseeing a team of engineers and

technicians. Jason began his CTA career working on electrical facilities projects including, boiler power/control systems, building automation systems, facility power upgrade projects, and traction power. Working on en-route charging and depot charging electric bus specifications for over 6 years, he successfully deployed 5 overhead Heliox chargers 450kW to serve en-route charged buses, with infrastructure (conduit, equipment pads, and foundations) to support an 8 Heliox 450kW chargers, as well as designing and deploying a 300kW Siemens en-route charger at Midway Station Bus Turnaround into an existing canopy structure with no mast. He was also integral in the technical development of the CTA Electrification Master Plan.



## Ryan Saunders

### Facility Programming and Planning

Ryan is a project delivery manager for zero emission vehicles. He is a mechanical engineer with 5 years' experience in commercial vehicle electrification, implementation, and design. Before joining Jacobs, Ryan worked at Proterra as a sales engineer, business development program manager, and product lead. As business development program manager with Proterra, Ryan developed and managed a \$2 million budget, \$15 million in vehicle assets and a five-person team that was responsible for supporting over 250 electric bus demonstrations at transit agencies across North America. In the role of product lead, Ryan gained extensive knowledge on the technological trends in the commercial EV space. Ryan developed strong relationships with suppliers and customers to better understand the current challenges facing commercial EV deployments and the many solutions being developed to solve them.

#### Education

- ▶ BS, Mechanical Engineering (Concentration in Energy Systems), Iowa State University of Science and Technology

#### Registrations/Certifications

- ▶ Class B CDL with Passenger Endorsement

#### Years of Experience

- ▶ 5 years

### Relevant Experience

**ABQ RIDE 1 Year Electric Bus Lease | ABQ RIDE, Albuquerque, NM | Project Lead.** Ryan supported the initial RFP bid for the BEB lease by generating pricing quotes for training costs, vehicle lease cost, and charger equipment lease and installation costs. Once RFP was won, he managed refurbishment of the used bus asset and delivery of said asset to the client. Ryan coordinated charger delivery and installation timing with bus delivery to minimize travel needs of training and commissioning teams. This was critical for meeting the project launch deadline due to COVID travel limitations. Additionally, Ryan continually worked with the customer through the entire lease to resolve issues with the charger and vehicle and aided the client in developing operational plans to help fully utilize the vehicle. Lease led to 5 vehicle procurement. Ryan used this new opportunity to develop a tool to quickly develop pricing quotes based on proposed equipment, lease duration, and training requirements. One year lease of one 40' Catalyst E2 (440 kWhr) transit bus, temporary installation of one 125 kW Proterra PCS charger, maintenance and operator training, and continual operational support. Customer budget ~\$250k with opportunity for lease to be extended.

**Zero Emission Shuttle Service | Global Climate Action Summit, San Francisco, CA | Project Lead.** Ryan was responsible for creating the routes for the event. This event was uniquely challenging given the size of the vehicles and challenging topography and narrow roads found in downtown San Francisco. Ryan created a detailed operational plan that was shared with the event organizers and shuttle drivers. Ryan worked with Proterra simulation engineers to determine the energy demands of the shuttle service. This data was used to create a charging plan that could support the event with only two 60 kW Proterra PCS chargers in Burlingame, CA. The 4 vehicles operated successfully for the entire event. Provide shuttle service for attendees of the 2018 Global Climate Action Summit in San Francisco from accommodations to the conference center. Once daily events are complete, provide shuttle service for attendees to dinner events. 4 40' Proterra E2 (440 kWhr) used to provide service. 2 of the vehicles were borrowed from VTA. Proterra and VTA were excited to support Zero Emission transportation for the Summit.

**30 Day Electric Bus Demonstration | Broward County Transit, South FL | Project Lead.** Ryan coordinated the preparation of the bus asset and charging equipment for the test and the delivery logistics. He worked with the customer on the legal agreement to transfer liability. Additionally, Ryan provided onsite support throughout the testing period to train drivers and to troubleshoot and resolve vehicle and charger issues. He created a report from the data collected from testing and presented it to Broward County Transit Staff. Success in the test led to a 42-vehicle procurement. Torrential rains throughout testing caused many issues with the mobile charging equipment. Ryan worked with Broward County Staff to utilize onsite power generators to replace the damaged Proterra unit. Additionally, Ryan worked closely with the charger mfg. to quickly resolve multiple charger failures. As a result, no downtime was experienced due to mobile charger issues. 30-day in-service test of 40' Catalyst E2 (440 kWhr). Mobile charging to be provided by OEM. 24 operators to drive the vehicle during test period. Training to be provided to operators daily. Report on operational performance to be provided after test.



## Michael Grant

### Transit Operations, Maintenance, and Service Compatibility

Michael has 18 years of experience with transportation planning and business intelligence. Michael is a strong addition for data analytics, process efficiencies, quality assurance, and innovation. His focus from the planning side has been with strategic transit/transportation planning. From the technical side, it has been with programming, spatial analysis, and performance indicators/metrics.

### Relevant Experience

**Valley Regional Transit | Battery Electric Bus Modeling, Boise, ID | Transportation Planner/Modeler.** Michael modeled the VRT service for fleet electrification to identify schedule constraints, on-route charging opportunities, and general fleet composition. Identified cost savings relative to charger/dispenser count and configuration. The model identified the ideal configuration for one-to-one transition of vehicle numbers and supporting metrics for energy and power requirements.

**Metropolitan Transportation Authority | Battery Electric Bus Modeling, New York, NY | Transportation Planner/Modeler.** Michael is the lead modeler for fleet electrification of 28 transit depots with supporting transition plans. Implemented functionality to batch model multiple depots with adaptable variables. The main outcome is to identify vehicle performance throughout the region and prioritize routes and services that most benefit environmental justice communities.

**Massachusetts Bay Transportation Authority | Transit Facility Strategy, Boston, MA | Transportation Planner.** Michael had a lead role developing the battery electric bus model used to forecast transit schedule energy requirements, charging locations, and vehicle requirements. The modeling helped minimize depot location costs on scheduling and vehicle routing. It implemented a bus management strategy for allocating buses to routes based on energy efficiency and consumption at the bus stop to stop level.

**Sound Transit | Battery Electric Bus Modeling, Seattle, WA | Transportation Planner/Modeler.** Michael designed a schedule builder program to create a future BRT transit schedule (GTFS) using headway inputs and outputting block and trip information. Implemented a schedule builder tool to iterate through various schedules and recovery times. The resulting schedule was modeled for fleet electrification for overall performance and fleet and infrastructure needs including energy and power demands.

**City and County of Honolulu, Department of Transportation Services | Paratransit Fleet Electrification, Honolulu, HI | Transportation Planner/Modeler.** Michael assessed the baseline performance of the paratransit system based on annual trips and ridership. He established a method for incorporating real world travel profiles and trip origin/destinations with fleet electrification modeling to identify fleet and battery requirements for future service. The intent was to evaluate the number of paratransit vehicles required to operate the service based on current conditions, future ridership, and fleet electrification. Additional modeling was developed with a vehicle routing algorithm for schedule efficiency, total vehicle count, and supporting metrics.

**Maryland Transit Administration | Bus Stop Balancing, Baltimore, MD | Transportation Planner.** Michael led the spatial analysis on the transit network and bus stop configuration, spacing, and amenities by conflating the transit schedule with the road network. The automated review of each route and stop

#### Education

- ▶ Advanced Diploma, Geographical Information Systems, British Columbia Institute of Technology
- ▶ HBS (Honors), Environmental Science, University of British Columbia

#### Registrations/Certifications

- ▶ NA

#### Years of Experience

- ▶ 18 years



sequence relative to its surrounding environment to provide faster and more reliable trips, safer and smoother rides, and improve the physical environment at and around bus stops of the MTA. Innovative solutions aligned the schedule with the road network to produce turn-by-turn directions, lane change conflicts, and a new bus stop naming convention.

**Toronto Transit Commission | Scarborough Rapid Transit System (SRT) to eBRT, Toronto, ON | Transportation Planner/Modeler.** Michael designed a future transit schedule for a bus rapid transit (BRT) service following the existing SRT alignment. Established a baseline for layover opportunity charging while optimizing the schedule. The schedule was modeled for fleet electrification to identify service constraints, on-route and garage charging needs, and overall vehicle numbers. The analysis helped the TTC plan alternative service to bridge the gap between the decommissioning of SRT and the completion of the Scarborough Subway Extension (SSE).

**City of North Vancouver | Bus Speed and Reliability Program, North Vancouver, BC | Transportation Planner.** Michael had a lead role in analyzing bus speed and reliability. Using bus travel times, ridership, and schedule data, the analysis prioritized locations of poor speed and reliability. Subsequent transit improvement measures, cost, and benefits were identified for funding opportunities with TransLink. The work created a project implementation plan for covering 3 fiscal years. The methodology allowed for analysis at the block level along bus route segments.



#### Education

- ▶ MS, Engineering Management, Northeastern University
- ▶ BS, Mechanical Engineering, Northeastern University

#### Registrations/Certifications

- ▶ Engineer-in-Training: MA

#### Years of Experience

- ▶ 8 years

## Dan Sheridan, EIT

### Transit Operations, Maintenance, and Service Compatibility

Daniel is an experienced project manager and vehicle engineer with a focus on quality, compliance, and technical competencies. His major responsibilities include providing support to various MBTA projects, including vehicle engineering, maintenance, operations, vehicle procurement, vehicle mid-life overhaul, future vehicle development, lean initiatives, and design review. Prior to joining Jacobs, Daniel served as a tire engineer specializing in supporting OE and aftermarket customers with technical product information, DOT testing, and off-highway compliance standards; and as a manufacturing engineer in the semiconductor industry focused on working with vendors, quality assurance, mechanical and electrical diagnostics, test compliance, and component design.

### Relevant Experience

**ZEB Blueprint Plan | Santa Clara VTA, Santa Clara County, CA | Thermal Event Modeling.** Led activities related to fire risk assessment for facilities in the development of VTA's ZEB Blueprint Plan.

**Battery Electric Bus Evaluation Program | MBTA, Boston, MA | Project Manager.** Conducted industry review of BEB manufacturers in the North American market to help the client develop a strategic program for evaluation of BEB technology in the Boston transit service environment. Traveled to North American bus builders Proterra, New Flyer, and Nova to understand industry offerings and latest developments in electric vehicle technology/implementation. Worked with the client to develop specific program elements to maximize participation from bus builders and establish evaluation criteria for performance of BEBs. Future work includes technical specs and procurement support for future BEB fleets.

**New Flyer Transit Vehicle Procurement | MBTA, Boston, MA | Project Manager.** Provided support to MBTA Vehicle Engineering in the procurement of options for 194 additional New Flyer Diesel-Electric Hybrid 40-foot buses. Responsibilities include design review, direct management of sub-contractors for inspection services, vehicle commissioning support, contract spending forecasting, contract invoicing, monthly progress reporting, and formal project correspondence writing activities.

**New Flyer Transit Vehicle Procurement | MBTA, Boston, MA | Project Manager.** Provided support to MBTA Vehicle Engineering in the procurement of 175 CNG-powered 40-foot buses, 156 Diesel-Electric Hybrid 40-foot buses, and 44 Diesel-Electric Hybrid 60-foot buses from New Flyer Industries. Responsibilities included contract spending forecasting, contract invoicing, monthly progress reporting, and project correspondence writing activities. Vehicles are in revenue service and Jacobs current activities include various fleet support activities.

**Battery Bus Maintenance Facility Feasibility Study, A Better City | MBTA, Boston, MA | Deputy Project Manager.** Provided support to feasibility study for a battery electric bus facility integrated with a mixed-use development at the MBTA's existing Albany Street bus maintenance facility. Responsibilities included research of battery electric bus operations and impacts on maintenances and current agency operations to determine feasibility of battery electric bus maintenance facility integrated into a residential/commercial building in a dense urban environment. Study includes identification of facility requirements, battery bus industry review, evaluation of existing battery electric bus facilities, and feasibility assessment for a public private partnership at the Albany Street location. Final deliverables included conceptual facility and development designs as well as a feasibility report.



## Steven Jenks, PhD

### Electrical/Power

Steven Jenks has 18 years of experience with renewable and clean energy technologies, and he is focused on the rapidly changing energy sector, including the transition to zero-carbon resources, distributed energy resources, electricity market reform, and the role of electricity in decarbonization. His expertise in least-cost optimization techniques provides insight into key technical and cost performance metrics necessary to understand and compare decarbonization strategies and microgrid resource selection. Steven's extensive knowledge in alternative energy systems ranges from the physics of photovoltaic solar cells to low-carbon energy system modeling, and he has prepared a wide range of energy and emissions reductions analyses, including microgrid energy optimization, greenhouse gas and emissions reductions strategies, wholesale market participation, and revenue projection. +Green Fleets: Steven has led several strategic initiatives, including NJ TRANSIT's bus electrification roadmap and NJ TRANSIT's first-ever corporate sustainability plan. He was a primary architect in crafting the strategy NJ TRANSIT has adopted in moving forward to achieve its ambitious goal to transition to zero-emissions buses by 2040.

#### Education

- ▶ PhD, Physics, Drexel University
- ▶ MS, Physics, Drexel University
- ▶ BS, Mechanical Engineering, The College of New Jersey

#### Registrations/Certifications

- ▶ NA

#### Years of Experience

- ▶ 18 years

### Relevant Experience

**NJ TRANSIT | NJ TRANSIT Zero Emissions Systems Planning, and Engineering Research Partnership Program, Newark | Co-Principal Investigator.** As co-principal investigator, Steven manages, conducts research, and ultimately is responsible for the execution of this program. Leads the Jacobs technical team and interfaces with the client regularly to discuss research outcomes as it relates to zero-emission buses and infrastructure. NJ TRANSIT plays a key role in supporting New Jersey's Energy Master Plan (EMP), including "Reducing Energy Consumption and Emissions from the Transportation Sector" and "Supporting Community Energy Planning and Action in Underserved Communities". To create a sustainable and resilient transit system throughout the state, one big step is to purchase 10% of zero-emission buses by 2024 and raise the percentage to 50% by 2026. In 2032, all bus purchases are expected to be zero-emission. To provide power for zero-emission buses, existing bus garages need be modernized, and new garages need be constructed to store, maintain, and refuel (charge) buses. Partnering with Rutgers University, this Program aims to research and undertake studies that will uncover the needs for a NJ TRANSIT zero emission bus transition and obtain support from FTA for zero-emission bus implementation.

**NJ TRANSIT | NJ TRANSITGRID, Newark, NJ | Energy SME.** Steven is the energy SME for Jacobs providing technical input and expertise to this highly visible advanced microgrid resiliency project. Responsible for coordinating the PJM interconnection and market participation, providing technical input, specifically around clean energy and necessary resiliency requirements satisfying, drafting sections of the RFP, and assisting in providing technical feedback on the viability of proposed solutions. Electrification is the future of transit, and microgrids represent the future of resiliency solutions in transit electrification. NJ TRANSIT's TRANSITGRID project, a first-of-its-kind application of a microgrid for transit, demonstrates technical innovation, resilient solutions, and alternative delivery methods. Following the crippling impacts of Superstorm Sandy (and after drawing important lessons learned from multi-region blackouts, grid failures, and cyberattacks), NJ TRANSIT identified an opportunity to safeguard its transit and ridership from grid emergencies, imagining the first

transit microgrid in the U.S. The core function of the TRANSITGRID is to improve the resilience of electric supply between the major transportation hubs of Hoboken Station, Secaucus Junction, Newark Penn Station, Penn Station New York, and other stations in New Jersey. The TRANSITGRID is designed to be able to disconnect from the commercial power grid and operate autonomously when needed, transporting up to 40% of the peak ridership of three major rail lines - without support from the existing electrical grid - by powering traction power systems and critical power signal systems to allow for safe train operations.

**Confidential Client | Advanced Manufacturing Facility, Confidential Location | Battery Energy Storage System Design Lead.** Steven is providing design support to develop a solar plus battery energy storage system (BESS) that will be integrated into the campus. This includes conceptual design, modeling, feasibility analysis, and schematic design support. In this capacity, Steven developed a sophisticated dispatch strategy for the BESS to provide solar stability on an hourly basis and sized the BESS accordingly. Jacobs is providing architecture and engineering services to develop an advanced manufacturing facility that aligns with the client's conceptual design to build the most advanced, energy-efficient, resilient 24/7 campus. In addition to aiming for a highly sustainable campus, the client has set a goal of producing 25% of its annual energy with on-site renewables. Jacobs is leading the design and coordination for all phases including detailed masterplan, schematic design, construction documents, permitting, and construction administration. Included in the design is an on-site solar plus battery energy storage system where solar capacity must be maximized using rooftops and parking lots to meet the project's energy goals.

**Confidential Client | GPS Concept Design, Various Locations within U.S. | Interconnection and Clean Energy SME.** Steven provided research and technical input to the power interconnect report that presented conceptual solutions and recommendations for implementing renewable energy interconnection between public utility infrastructure and data centers. Specifically, he provided recommendations on the types of renewable energy plus storage systems could support primary and back-up power to data centers. Reliability and resilient design was a necessary focus, and Steven developed solutions using advanced modeling techniques factoring in non-dispatchable renewable resources and flexible demand response. Jacobs provided architectural and engineering design services to the client to support the development of a program-level, site-agnostic concept design for a Green Power Shell Product (GPS) offering a green, sustainable data center solution.

**NJ TRANSIT | Zero-Emission Bus Roadmap, Newark, NJ | Energy and Sustainability Engineer.** Legislation established requirements for NJ TRANSIT to move toward 100% zero-emission bus purchases by 2032, specifically, all NJ TRANSIT bus purchases made on or after December 2024 must include at least 10% zero-emissions buses, escalating to 50% by December 2026, and 100% by December 2032. To comply with this aggressive mandate, NJ TRANSIT is taking a series of deliberate steps that include phased zero-emissions bus deployment at targeted bus garages, undertaking a bus garage modernization program, and conducting a comprehensive zero-emissions bus system design and investment planning study. Steven led the development of this approach and advised exactly what steps are necessary to achieve the zero-emissions bus requirement.



## Mustafa Afaneh, PE

### Civil

Mustafa has more than 4 years of professional experience in engineering project management, design, planning, and construction administration for Louisiana clients including the City of New Orleans, St. Tammany Parish, St. Charles Parish, St. John the Baptist Parish, and City of Scott. Mustafa has also worked with local commercial and residential developers.

#### Education

- ▶ BS, Civil Engineering, University of New Orleans

#### Registrations/Certifications

- ▶ Professional Engineer: LA

#### Years of Experience

- ▶ 4 years

### Relevant Experience

**FEMA RR045 – Filmore South Group D (FRC) | City of New Orleans Department of Public Works, New Orleans, LA | Assistant Project Manager/Project Engineer.** Mustafa aided in the roadway and drainage design, utility design, final design (construction documents), bid and award services, construction administration, construction close out, inspection, and reporting.

**FEMA RR021 – Central City Group A | New Orleans, LA | Assistant Project Manager/Project Engineer.** Mustafa assisted with the baseline and topographic survey, roadway and utility design, as well as construction administration for a full street reconstruction. Scope included design and coordination of all subsurface utilities, comprising water, drainage, and sewer systems. Mustafa assisted with multi-agency coordination, including the New Orleans Department of Public Works, Sewerage and Water Board of New Orleans, and various utility agencies.

**Esperance and Ezekiel Jackson Lift Station Upgrades | St. John the Baptist Parish, Reserve, LA | Assistant Project Manager/Project Engineer.** Mustafa performed engineering design, client coordination, construction administration services for the upgrade of two outdated suction lift style pumping wastewater that required a full modernization. Both lift stations depended on the surrounding residential neighborhoods and were in dire need of modern, submersible pumps, a full SCADA operating system to provide automation in both remote monitoring and operations. Also included new valves and hardware, a modern above ground valve pad, improved sites, access, and over 1,000-foot in new, fusible PVC force mains.

**Wastewater Treatment Plant | City of Scott, Lafayette Parish, LA | Assistant Project Manager/Project Engineer.** Mustafa worked on initial preliminary planning and testing phase of the wastewater treatment plant project that focused on replacing the existing 0.5-mgd plant with a new, 2-mgd wastewater treatment plant. Also provided engineering support for the development of the Preliminary Engineering Report.

**Canal Stabilization Project, Primrose Canal | St. Charles Parish, Boutte, LA | Assistant Project Manager/Project Engineer.** Mustafa provided engineering design and construction administration services. The channel side slopes were collapsing into the channel because of existing wood bulkheads that were failing. The project focused on replacing the existing wood bulkheads with 30-foot steel sheet piles that stabilized the channel side slopes. The project included over 1,500 linear feet of steel sheet piles and connecting various concrete con-span bridges to the steel sheet piles. Additionally, over 5,000 feet of channel grading was designed for the project while accounting for all drainage outfall laterals through the vertical sheet pile.



#### Education

- ▶ MA, Natural Resources and Sustainable Development, United Nations Affiliated University for Peace
- ▶ MA, International Affairs, American University
- ▶ BS, Environmental Management and Protection, California Polytechnic State University

#### Registrations/Certifications

- ▶ NA

#### Years of Experience

- ▶ 14 years

## Jasmin Mejia

### Equity and Resiliency Analysis

Jasmin brings 14 years of experience in equity analysis, guiding the development of transportation equity analysis and performance measures for long-range plans and leads racial equity analysis efforts for transportation clients. Recently, she led, managed, and served as a subject matter expert for the development of a transportation equity guidance document for the City and County of San Francisco Planning Department. Jasmin is a generalist with experience developing community impact assessments, and CEQA/NEPA sections such as environmental justice, land use, housing, water quality, hydrology, and transportation. Jasmin's natural and human environment technical experience and sustainable development academic background allows her to bring a deep understanding of the complex relationship between social, environment, and economics.

### Relevant Experience

**Santa Clara Valley Transportation Authority | El Camino Real BRT Project EIR, Santa Clara County, CA | Environmental Planner.** Conducted senior review of sections of the EIR/EA, completed quality control of the technical studies and prepared the construction chapter. The project proposes to replace the Shoemaker Bridge (West Shoreline Drive), improve the I-780 corridor, and accommodate planned City improvements on local streets.

**City and County of San Francisco | Equity Guidance for the Railyard Alignment Benefit Study, San Francisco, CA | Project Manager.** Without a blueprint, Jasmin led the approach and development of the guidance document. The document outlined equitable community engagement strategies, transportation equity analysis methodology, and consideration of equity during the environmental review. The document provided guidance on transportation equity analysis and community engagement on future rail projects in the Railyard Alignments and Benefits Study project area, including the Pennsylvania Avenue Extension, 22nd Street Station, and other projects.

**Los Angeles Metropolitan Transportation Authority | Los Angeles River Path EIR, Los Angeles, CA | Senior Technical Reviewer.** Jasmin is providing senior technical review of the environmental justice and equity impact analysis report. The LA River Path Project proposes to construct an 8-mile bike path along the LA River through Downtown LA. The project runs between Elysian Valley in the City of Los Angeles, accesses downtown Los Angeles, and connects with the City of Vernon and City of Maywood. An Environmental Justice and Equity Impact Technical Report is being developed to determine the presence of disproportionate impacts and cost and benefits of the project.

**SANDAG | SR-152 Coast, Canyons, and Trails Comprehensive Multimodal Corridor Plan, CA | Equity Subject Matter Expert.** Jasmin advised on the development of the performance measures for equity and land use, including the data set for analysis, for the development and prioritization of future transportation projects. The Plan will evaluate travel modes and transportation facilities, develop transportation solutions, and improve multimodal connections, and decrease environmental threats.

**Los Angeles Metropolitan Transportation Authority | North San Fernando Valley Bus Rapid Transit Project Racial Equity Analysis, Los Angeles, CA | Equity Task Lead.** Jasmin led the development of the REA. The REA considered the community profile of the study area, equity analysis methodology and questions

to analyze the project's impacts, benefits, and consequences with relation to environmental, social, and transportation. She provided guidance on the approach to the analysis. The North San Fernando Valley Bus Rapid Transit Project is a proposed 13.8-mile BRT line that proposes to improve service and increase system connectivity between the seven communities.

**Caltrans District 4 | State Route (SR) 37 Flood Reduction Project EIR/EA, CA | Project Manager.**

Jasmin is providing strategic guidance on project delivery during PA&ED and managing the environmental team through the preparation of the environmental document and provides strategic guidance on community engagement. Preparing sections of the environmental document and conducting senior review. The project proposes to elevate SR 37 from US 101 to the Atherton Avenue undercrossing to adapt to projected sea level rise and reduce recurring flooding. This project will build climate resiliency along economically important corridor in the Bay Area region.

**San Francisco Planning Department | Potrero HOPE SF Master Plan EIR/EIS, CA | Deputy Project Manager.** Jasmin developed the environmental justice analysis, responding to public and agency comments on the public document, and led the preparation of the Public Draft and Final EIR. The Project proposed to demolish 620 public housing units to develop housing for a range of income levels for up to 1,700 new units.



## Susy Torriente

### Equity and Resiliency Analysis

Susy is an organizational strategist with over 30 years of local government experience. She has been instrumental in the development of numerous sustainability and resilience plans for the City of Fort Lauderdale, Miami Beach, and Miami-Dade County. Susy's portfolio includes planning, building code compliance, sustainability, and environmental management. She has presented at hundreds of climate, sustainability, and resilience conferences around the world over the last 10 years. Her groundbreaking work in the SE FL Compact and for each community, including her work on the Rockefeller 100 Resilient Cities, Resilient 305 has provided the framework and guidance to enhance community resilience across the region. Susy brings her expertise to leverage Jacobs' broad base resilience skills to deliver integrated solutions to public agencies.

#### Education

- ▶ MPA, Public Administration, University of Miami
- ▶ BA, English, University of Miami

#### Registrations/Certifications

- ▶ NA

#### Years of Experience

- ▶ 32 years

### Relevant Experience

**South Florida Regional Planning Council | Military Installation Resilience Review, FL | Program Director.** Susy leads a team, reviewing community resilience to ensure military readiness and mission assurance in four DoD installations in South Florida. Project includes data collection, stakeholder engagement, vulnerability assessment, strategy development, project prioritization and funding strategy development.

**Miami-Dade County | Greynold's Park Sea Level Rise Mitigation Study, Miami, FL | Senior Resilience Advisor.** Susy developed, evaluated, and ranked flood mitigation strategies by reviewing data and field conditions; flood scenarios, modeling data, and risk and vulnerability assessment. The Jacobs team also developed an accompanying implementation roadmap.

**City of Key West | Post Disaster Recovery and Reconstruction Plan, Key West, FL | Resilience Advisor.** Susy led the plan development through research and stakeholder engagement to prepare the City in advance of a catastrophic loss. Plan elements include authority, funding strategy, land use, mobility, housing, transportation, and natural environment. Susy helped develop a sea level rise policy to inform future design and construction. The policy establishes level of service standards for stormwater management and road elevation as a start.

**U.S. Army Engineer Research and Development Center | Engineering with Nature Program at the DoD; Various Locations | Resilience and Operations Lead.** A partnership between EWN and Jacobs to explore opportunities and develop guidance and pilot programs integrating nature-based designs into gray infrastructure. Susy supports the project as a subject matter expert in community resilience and climate adaptation.

**City of Miami Beach | Resilient 305 Greater Miami and the Beaches (GM&B); Miami Beach, FL | Assistant City Manager and Chief Resilience Officer.** GM&B is a collaboration of Miami-Dade County, City of Miami, and City of Miami Beach, created to respond to the region's major challenges such as climate change, globalization, and urbanization. In 2016, after a very competitive process, GM&B was selected from among 400 applicants to join the 100 Resilient Cities network as the only inter-governmental partnership working to develop a shared resilience strategy. Susy was one of three GM&B CROs leading the development of this plan through all stages from preliminary risk assessment; stakeholder and expert interviews; communications, work group convenings; prioritization; strategy development (structure and content); and ultimate approval by the three governing bodies. More than 50 actions were identified.





#### Education

- ▶ BSCE, Michigan State University

#### Registrations/Certifications

- ▶ Licensed Professional Engineer: LA, AL, AR, FL, MS, OH, TX
- ▶ PMI – Project Management Professional
- ▶ Licensed LA General Contractor

#### Years of Experience

- ▶ 25 years

## Sean Warren, PE, PMP

### Cost Evaluation

Sean's early progressive career experience was gained working civil transportation projects as an engineering field technician, project engineer, and assistant resident engineer. Since 2008, Sean has specialized as a project controls, cost engineering, value engineering/constructability professional on several of the largest design-build and CMAR contracts in Southeast Louisiana. Sean provides reliable, effective, and cost-efficient constructability solutions on his clients' most complex programs.

### Relevant Experience

**CPRA Mid-Basin Sediment Diversion Program | CPRA | Senior Project Management Professional.** Providing owner representative project management support services on this historic \$2.9 billion sediment diversion structure. The program includes the construction of new levee, flood control structures, highway realignments, new highway overpasses, realignment of rail roads, and rail bridge, site improvements, drainage, and erosion controls. Sean provides project management support services which includes cost engineering, schedule analysis, negotiation support, risk management, value engineering analysis, and general program management support.

**Port New Orleans LIT | CMAR Construction New Orleans, LA | Principal Engineer.** Responsible for the daily management of operations. Provided independent cost engineering support services on this \$1.8 billion river port terminal program. The program includes the construction of new levee flood control structures, highway realignments, new highway overpasses, realignment of rail roads, pile support marine wharf structures, access bridges, and pile supported/elevated employee support buildings. The program includes marine dredging, new revetment, and construction over existing federal levees.

**Port New Orleans Jourdan Road Wharf Rehab | CMAR | Principal Engineer.** Responsible for the daily management of operations. Provided independent cost engineering support services on this \$15M marine structure. The program includes the construction of new pile supported wharf structure, and rehabilitation of existing wharf structures using water based marine plant construction methods.

**Mid Breton Sediment Diversion Structure | CPRA, New Orleans, LA | Principal Engineer.** Responsible for the daily management of operations. Provided cost engineering support services on this \$800 million river diversion structure. The program includes the construction of new levee, flood control structures, highway realignments, new highway overpasses, realignment of rail roads, and rail bridge, site improvements, drainage, and erosion controls.

**Mid Barataria Sediment Diversion Structure | CPRA, New Orleans, LA | Cost Engineer (Subconsultant).** Provided cost engineering support services on this \$1.8 billion diversion structure. The program includes the construction of new levee, flood control structures, highway realignments, new highway overpasses, realignment of rail roads, and rail bridge, site improvements, drainage, and erosion controls.

**GSA IDIQs | Design-Build Services Multiple IDIQ Contracts.** Provided contractor estimates for design-build firm fixed price task orders. Work included dozens of interior renovations of government owned facilities.

**USAF SABER IDIQ | Design-Build Services.** Single award base engineering requirements contract. Provided contractor estimates for design-build firm fixed price task orders.

**USACE | Design-Build Construction Services for the IHNC-02 Surge Barrier | Change Control Manager.** Responsible for negotiating change orders on this historic program. The construction value for this program was \$1.3 billion.

**USACE | Design-Build Construction Services for PCCP Program.** This program constructed the permanent canal closures and pumping stations at 17th Street Canal, Orleans Canal, and London Canal. The construction value of this program was \$900 million.

## 5 – Proposed Project Plan

The team is pleased to provide this project plan and approach to provide planning and technical services to advise and support preliminary evaluation and planning activities required for acquisition and integration of zero emissions vehicles and related infrastructure in the RTA network and facilities. This scope of services and plan is based on our understanding of your needs and the requirements of the Low/No Grant award, and when complete, this plan and approach will move RTA toward execution of the \$71.4 million FY2023 FTA Lo/No Vehicle Emission Grant award to assist RTA in transitioning to a zero-emission, resilient fleet with 20 battery electric buses (BEBs), 20 MW solar powered microgrid, charging infrastructure, and workforce development.

This project plan presents an efficient and thorough approach that will provide RTA with an evaluation of project delivery methods and preliminary site planning and design concepts. This evaluation will serve as a robust decision-making tool that will facilitate implementation of the full FTA Lo/No project.

### Scope of Services

Our team’s proposed scope of services includes Tasks 1 and 2. Task 1 is executed by four subtasks, and Task 2 is executed by seven subtasks. The primary tasks are listed below.

#### Task 1 – Review and Recommendation for Project Delivery Options

##### **Subtask 1.1 - Inventory and Analysis – Understanding Project Context and Goals**

Our team will conduct background research and review appropriate documents, site and market conditions and existing RTA plans to gain a full understanding of the proposed project, its goals, and the community context in which it will be delivered. We will review the following background materials and data:

- a. Review RTA’s Zero-Emission Fleet Transition Plan to understand RTA’s goals and priorities related to this transition and any associated details that could influence or affect the type or nature of the proposed project delivery method
- b. Review RTA’s existing procurement policies and guidelines (and any other associated local or state procurement rules) to understand the limits of authority that currently can be exercised by RTA in the implementation of the grant
- c. Review RTA’s approved Section 5339 Grant Application to determine RTA’s stated goals, priorities and commitments for the project and any FTA comments related to the grant application and approval, as these details could impact the preferred delivery method for the project
- d. Review RTA’s current and future capital and operations budgets and service plans for their system to understand how these investments and operational characteristics could impact delivery options and project parameters

##### **Subtask 1.2 - Project Implementation and Delivery Workshop with RTA**

We will prepare background materials for and conduct a Project Delivery Workshop with RTA leadership in order to inform RTA of past, current and future delivery options related to this project type, provide case studies of comparable projects to illustrate the advantages and disadvantages of various delivery methods, and solicit RTA input on key decision parameters and priorities for the project that could guide the ultimate delivery method selection.

The workshop is intended to be interactive and collaborative with RTA leadership and staff in order that a full examination of potential delivery options is provided to and understood by RTA. With this understanding and discussion, RTA can then provide guidance and direction as to their priorities for and importance of the various factors that impact their delivery option decision, and Jacobs can incorporate that guidance into the next phase of our work.

#### Considerations for Selecting A Delivery Model

While there is no best model for all projects, invariably the best choice for a project comes down to these critical factors:

- Cost
- Schedule
- Risk allocation
- Complexity of project
- Owner’s ability and desire to control the project

Understanding and evaluating how RTA thinks on these items will form the basis of our work in Task 1 and decide which model works best for this project.

### **Subtask 1.3 - Evaluation and Ranking Matrix and Recommendations**

Based on the results of the workshop and RTA's input, we will prepare the following items to present to RTA for their review and evaluation:

- a. Project Delivery Method Evaluation and Ranking Matrix – We will prepare a matrix evaluation of the potential delivery options for the project and then rank these options as to their ability to meet the goals and priorities of RTA. Evaluation and ranking criteria could include schedule, cost, control/management of process, risk avoidance, ownership/operations scheme, DBE participation, community relations, etc.
- b. We will present this Evaluation and Ranking Matrix to RTA leadership for your review and input, and based on this input, provide a final recommended delivery method to RTA for your consideration.

Jacobs will present this evaluation and ranking to RTA in a workshop setting (virtual or on-site as directed by RTA) and be prepared to review and discuss these findings. Jacobs will work with RTA to confirm their earlier guidance and direction on the critical decision factors (i.e. importance of cost, schedule, risk allocations, etc.), and apply RTA's most current thinking on the evaluation factors and rankings to determine the preferred and optimal delivery option.

### **Subtask 1.4 - Executive Summary and Recommendation**

Based on the results of the workshop, RTA's review and input of the Ranking Matrix, and Jacobs' experience with this project type and its potential delivery options, we will prepare an Executive Summary deliverable for RTA that provides a high-level examination of our research, analysis, RTA's input and our final project delivery method recommendation for RTA's FTA FY 2023 Low or No Emission Vehicle Program (Lo/No) project. We will present this Executive Summary to RTA for your consideration and final approval/adoption as appropriate.

#### **Task 1 Deliverable(s):**

Executive Summary memo to include workshop, research and analysis synthesis, Ranking Matrix, and final recommendation for project delivery.

#### **Task 1 Duration:**

It is assumed that this task can be completed within 6-8 weeks of notice-to-proceed.

### **Task 2 – Preliminary Project and Site Planning**

The objective of Task 2 will be to provide RTA the evaluation and tools to select a preferred concept for implementation of the zero-emission resilient fleet project - transition to a zero-emission, resilient fleet with 20 BEBs, a 20 MW solar power based microgrid, charging infrastructure, and workforce development. **Our previous review of the site, as well as our technology expertise allows us to complete this task efficiently and quickly.**

#### **Subtask 2.1 - Define Evaluation Criteria for the Site and Project Identification**

The team will work with RTA staff and stakeholders to define clear evaluation criteria, including service compatibility, power availability, facility compatibility, cost, equity, and resiliency, which will serve as the guideline for decision-making throughout the task.

#### **Subtask 2.2 - Equity Analysis**

The team will work with RTA to review existing work that has been completed by RTA. The Strategic Mobility Plan includes metrics for mitigating climate change and improving public health. The evaluation criteria will include prioritization for BEB deployment in areas that will improve health and reliability to those who have historically been vulnerable to the impacts of environmental burdens. Approximately 8.9% of adults over the age of 18 in the state of Louisiana have asthma, and by comparison in New Orleans the rate is 9.7% or 37,928 residents. Riders rely on public transit as a means to get to school, work, and medical care. Reducing emissions of

### **Multi-Factor Evaluation for ZE Fleet Transition Planning**

We understand the complexities of site identification and project planning for a BEB fleet. We helped MBTA, King County Metro, Santa Clara VTA, and others to identify sites through evaluating criteria such as:

- Service and deadhead analysis
- Utility availability
- Flood plain and other resiliency factors
- Environmental justice and equity
- Facility condition and size
- Real estate costs

We will bring this knowledge and experience to RTA and specifically Task 2.



vehicles reduces the risk of exposure to pollutants that could trigger an event that requires emergent medical attention. Working closely with RTA, we will calculate equity statistics by route and facility.

### **Subtask 2.3 - Resiliency Analysis**

Planning for resiliency is vital for RTA given recent history of powerful storms, hurricanes, flooding, and accompanying power failures. RTA service plays a vital role in disaster response. New Orleans relies on RTA service for evacuation, to serve as cooling centers, and to support people and responders who remain in the city during disasters. Transition to BEBs and reliance on the utility electric grid will potentially present resiliency issues in the event of a power outage. The team will compare the resiliency of each facility location to ensure a comprehensive understanding of the project's impact on these critical aspects. Resilience statistics such as flood plain mapping and, if available, data regarding outage frequency and duration will be reviewed to compare each site.

### **Subtask 2.4 - Facility Condition Assessment**

We will provide an assessment of the existing conditions at both potential project sites: A. Philip Randolph Facility and New Orleans East Facility. This assessment will aim to ensure that the project is aligned with the current site conditions.

We will conduct a desktop and in-person site assessment of the A. Philip Randolph Facility and New Orleans East Facility. The assessment will identify potential site constraints and opportunities with the goal of evaluating the condition and adequacy of the facility to meet RTA's present and future needs, as identified in subtask 2.5, and inform recommendations for design concept development and evaluation. The desktop assessment will be performed using geographic information systems (GIS) and publicly available data to map and document natural, community and built environment characteristics that could influence the conceptual layout of a facility. Mapping shall include, but is not limited to, property boundaries, easements/setbacks, topography, zoning requirements, utilities, environmental constraints, and transportation facilities. The desktop assessment will also consider other land use and transportation planning activities influencing the site and socioeconomic characteristics of the site area.

The team will work with RTA to coordinate an on-site evaluation of both facilities. The goal of the site visit is to meet with a small group of staff to gain a better understanding of the elements of the existing site and facility that are currently working well and/or presenting challenges to the operations of the facility, to document the useful life of the facility and to note site-specific characteristics that will inform the conceptual layout such as site size, geometry, access, circulation and any demolition required for new construction or renovation. The site visit will be used to ground truth the site and make note of advantageous characteristics and/or potential constraints that cannot be ascertained via publicly available desktop data such as traffic conditions, new development, topography, site encumbrances, etc.

The below listed conditions will be evaluated.

- i. Utility existing conditions
- ii. EDR/substation
- iii. Power availability
- iv. Existing site layout and constraints

### **Subtask 2.5 - Define Facility Program**

In coordination with RTA, the team shall define the program requirements for the current and anticipated BEB service, as well as stakeholders and user groups that could contribute to the development of the program definition process. The team will hold one workshop focused on defining a facility program and establishing the project definition brief (PDB). The workshop will focus on identifying the baseline operational, maintenance, and administrative needs for RTA's zero-emission and resilient fleet project (including charging infrastructure and microgrid infrastructure), and focus on characteristics specific to facility layout and zero emission vehicles. The Facility Program and PDB will document the following:

**Fleet Assumptions:** Document the existing and planned routes that are to be served by the BEB vehicles along with the number, size(s), and type(s) of revenue and nonrevenue vehicles operating out of the facility.

**Staffing Assumptions:** The team shall document that total and peak staff that will report to the facilities, including operators, maintenance, and administrative staff.

**BEB Infrastructure:** Subject matter expert shall facilitate a discussion with RTA on the operational and financial trade-offs of in-depot charging infrastructure approaches, with the goal of identifying and documenting RTA's preferred approach for bus maintenance facilities.

**Building Program:** Identify any BEB specific maintenance building requirements, as well as standard maintenance and operational requirements and lists all potential vehicle spaces, equipment spaces, and administrative spaces.

**Site Spatial Program:** Develop a site space program to document all maintenance facility site areas, including building footprint, employee parking, bus parking, fueling, yard storage, and utilities such as sub stations and stormwater retention. The site program shall also account for required circulation and easements.

We will define the requirements for the facility program, covering the below listed critical aspects.

- i. Electrical infrastructure
- ii. Chargers
- iii. Pantograph connections
- iv. Gantries for pantographs
- v. Microgrid infrastructure
- vi. Fire suppression
- vii. Spatial requirements for all infrastructure and equipment
- viii. Transportation Operations requirements
- ix. Maintenance Operational requirements
- x. Other operations on sites such as paratransit/non rev/OCC

***Subtask 2.6 - Prepare Design Concepts and Evaluate Against Evaluation Criteria***

We will prepare design concepts for three options:

1. Option 1 - New Orleans East Facility only
2. Option 2 - A. Philip Randolph Facility only
3. Option 3 - both locations

**Our team of BEB experts and design disciplines will use their deep knowledge of the industry to identify key issues and factors for consideration between the options.** We will develop a conceptual layout for the options listed above to demonstrate the site's ability to accommodate the proposed building program and Project needs. The conceptual layouts will include a diagrammatic study of major site and building components; ingress/egress location(s); general site circulation; and parking requirements for the purposes of testing the layouts for their ability to accommodate the bus maintenance facility program identified in subtask 2.5. We will conduct an in-person workshop to review the concept plan options with RTA during the concept development process to: 1) Review draft conceptual layouts and 2) Review refined conceptual layouts and discuss trade-offs.

We will then evaluate these design concepts against the previously defined evaluation criteria, ensuring alignment with the project goals. Evaluation criteria will include service compatibility, power availability, facility compatibility, cost, equity, and resiliency. It is assumed that the service compatibility and power needs are being conducted by CTE and will be provided to the team. Representative cost opinions for each option/design concept will be estimated using recent representative projects. It is assumed that RTA will provide relevant information from recent projects as appropriate. The purpose/intent of the cost comparison will be for order of magnitude comparison between options, and not for budgeting purposes.

***Subtask 2.7 – Present Selected Option***

We will present the three design concepts along with the evaluation to RTA. The aim of the presentation will be to provide guidance and assistance in selecting a preferred alternative to move forward in the design process. The decision will be supported by documentation and data contained within the evaluation. The selection of the delivery method, as well as the preferred alternative will define the project's next steps.

***Task 2 Deliverable(s):***

Our team will provide a technical memo detailing the results, analyses, program, options, and recommendation of tasks 2.1-2.7.

**Task 2 Duration:**

It is assumed that this task can be completed within 14 weeks of notice-to-proceed. Task 2 and Task 1 can be initiated concurrently.

| Subtask   | Deliverable                                   | Project Timeline |  |  |            |  |  |          |  |  |  |  |  |
|---|---|------------------|--|--|------------|--|--|----------|--|--|--|--|--|
|   |   | March 2024       |  |  | April 2024 |  |  | May 2024 |  |  |  |  |  |
| <b>Task 1 - Review/Recommend Project Delivery Options</b> |   |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 1.1   | Inventory and Analysis                        |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 1.2   | Project Implementation & Delivery Workshop    |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 1.3   | Evaluation and Ranking Matrix                 |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 1.4   | Executive Summary and Recommendation          |                  |  |  |            |  |  |          |  |  |  |  |  |
| <b>Task 2 - Preliminary Project and Site Planning</b>     |   |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.1   | Define Evaluation Criteria for Facility Plan  |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.2   | Equity Analysis                               |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.3   | Resiliency Analysis                           |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.4   | Facility Condition Assessment                 |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.5   | Define Facility Program                       |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.6   | Prepare Design Concepts & Evaluation Criteria |                  |  |  |            |  |  |          |  |  |  |  |  |
| Subtask 2.7   | Present Selected Option                       |                  |  |  |            |  |  |          |  |  |  |  |  |

**Assumptions and Exclusions Regarding the Project Plan and Scope of Work**

The scope of services and major tasks identified in this section of our proposal have been tailored to provide the necessary data, information, and evaluation criteria required for RTA’s decision-making in terms of project delivery methods and site selection. This work has been created understanding and assuming the project budget is as stated in the RFP, and accordingly, the work is limited in its detail as follows:

1. All data used for our work will be provided from existing data sources (i.e., RTA data and files, GIS files at the City, etc.). Primary data collection efforts (i.e., site survey, traffic counts, abstract research, environmental studies, etc.) are excluded from our project plan.
2. Site and facility concept plans are general in nature and are not envisioned as detailed or scaled engineering and architectural design drawings. The facility programming and concept plans will be based on comparable, similar projects developed or completed with other agencies or communities. The more-detailed designs and engineering drawings for the facility will be provided in subsequent phases of the project.
3. Estimates of probable construction costs and overall project costs will be based on the best available market conditions in the local area and our experience with similar projects with similar owners across the United States. These estimates are for information purposes only and should not be viewed or interpreted as Guaranteed Maximum Prices for any of the project elements.
4. Workforce planning and evaluation services included in the Lo/No grant award are not included in this scope of work or project plan.
5. Detailed service planning or route analysis and recommendations are not included in our scope of work.
6. Detailed evaluation of the power grid and capabilities at each site is to be provided by others. We will use this power/electrical evaluation in our site assessment evaluation, but the information and analysis is to be provided by others.
7. It is assumed that the existing transportation use on both existing sites are permitted uses per the city’s zoning ordinance, and further, the proposed facility additions/renovations funded by the Low/No grant will also be “permitted” on each property.

## 6 – Cost Proposal

Total cost for the project plan is on a lump sum basis for an estimated total of \$150,000. A summary of this lump sum amount by task deliverable is provided below. The project team has prepared this estimate based on our understanding of the project goals, specific activities, and assumptions as outlined in this proposal. As of this proposal submission, our team has not yet received draft contract terms and conditions. The project team reserves the right to issue exceptions to the contract terms and conditions and update our proposal upon review. Our team will notify RTA in advance should the actual scope and the associated costs differ from that assumed. Any adjustments to scope or costs as may be required shall be made in coordination with RTA.

| Subtask   | Deliverable | Estimated No. of Hours | Estimated Cost (\$) |
|---|-------------|------------------------|---------------------|
| Task 1 - Review and Recommendation for Project Delivery Options |             | 194                    | \$45,000.00         |
| Task 2 - Preliminary Project and Site Planning                  |             | 490                    | \$94,000.00         |
| Estimated Total Amount for other Costs (Travel, etc.)           |             |                        | \$11,000.00         |
| Total Number of Hours   |             |                        | 684                 |
| <b>Total Estimated Lump Sum Cost (\$)</b>                       |             |                        | <b>\$150,000.00</b> |

The following assumptions have been taken into consideration in the preparation of this proposal and our accompanying lump sum fee. We believe these assumptions to be reasonable for the proposed work program and reasonable based on our previous discussions with RTA. If these assumptions can't be fulfilled by either RTA or our team, our proposal may need to be modified or updated accordingly.

- Two in-person, 1-day workshops are included in this project plan, one for Task 1 and one for Task 2. All other workshops referenced in the project plan will be virtual. Upon award, we will work with RTA to determine the best time and date for each workshop.
- RTA will provide upon request the necessary documentation for the team to complete Subtask 1.1 - Inventory and Analysis – Understanding Project Context and Goals.
- The scope presented herewith is based on RTA's needs at this time. If RTA desires additional consultation about other project elements (i.e., detailed schedule, refined capital cost, potential charging infrastructure contractors, etc.), the project team will provide these services as additional scope of work.
- All deliverables for Task 2 will be preliminary planning in nature and not intended as design nor for construction.





RESOLUTION NO. 24-065

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD TASK ORDER TO MSMM ENGINEERING, LLC TO  
COMPLETE THE ZERO-EMISSIONS FLEET PLANNING**

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, the RTA was awarded a \$71.4 million FY23 Lo/No Vehicle Emission grant to implement a significant step in the transition to a zero-emission, resilient fleet with 20 Battery Electric Buses (BEBs), a 20MW solar power based microgrid for grid independent power generation, charging infrastructure, and workforce development; and

**WHEREAS**, in order to best prepare for the implementation of this major project several initial planning actions are needed; and

**WHEREAS**, the Zero-Emission Fleet Planning will deliver the following:

- 1) Executive summary memo to include workshop, research and analysis synthesis, Ranking Matrix, and final recommendation for project delivery
- 2) Technical memo detailing the results, analyses, program, options and recommendation of the following tasks - define evaluation criteria to be used for facility selection, equity analysis, resiliency analysis, facility condition assessment, define facility program, prepare design concepts and evaluate against evaluation criteria, present selected option for RTA staff approval; and

**WHEREAS** a pool of on-call A&E vendors was created through RFQ# 2020-035 and selected 10 vendor teams 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) #2024-01 for the requested scope of services and selected the proposal from MSMM Engineering, LLC for said services; and



RESOLUTION NO. \_\_\_\_\_

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**WHEREAS**, the project will be funded with local RTA funds as part of the 2024 Operating Budget for studies, in an amount is not-to-exceed \$150,000 from budget code 01-2800-02-7070-173-00-00-00000-00000-00; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, award MSMM Engineering, LLC a task to complete the Zero-Emission Fleet Planning.

**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 23<sup>rd</sup> DAY OF JULY, 2024.**

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**MARK RAYMOND, JR.**  
**CHAIRMAN**  
**BOARD OF COMMISSIONERS**



RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD TASK ORDER TO MSMM ENGINEERING, LLC TO  
COMPLETE THE ZERO-EMISSIONS FLEET PLANNING

Introduced by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_.

WHEREAS, the RTA was awarded a \$71.4 million FY23 Lo/No Vehicle Emission grant to implement a significant step in the transition to a zero-emission, resilient fleet with 20 Battery Electric Buses (BEBs), a 20MW solar power based microgrid for grid independent power generation, charging infrastructure, and workforce development; and

WHEREAS, in order to best prepare for the implementation of this major project several initial planning actions are needed; and

WHEREAS, the Zero-Emission Fleet Planning will deliver the following:

- 1) Executive summary memo to include workshop, research and analysis synthesis, Ranking Matrix, and final recommendation for project delivery
- 2) Technical memo detailing the results, analyses, program, options and recommendation of the following tasks - define evaluation criteria to be used for facility selection, equity analysis, resiliency analysis, facility condition assessment, define facility program, prepare design concepts and evaluate against evaluation criteria, present selected option for RTA staff approval; and

WHEREAS a pool of on-call A&E vendors was created through RFQ# 2020-035 and selected 10 vendor teams 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) #2024-01 for the requested scope of services and selected the proposal from MSMM Engineering, LLC for said services; and



RESOLUTION NO. \_\_\_\_\_

Page 2

WHEREAS, the project will be funded with local RTA funds as part of the 2024 Operating Budget for studies, in an amount is not-to-exceed One Hundred Fifty Thousand Dollars \$150,000 from budget code 01-2800-02-7070-173-00-00-00000- 00000-00; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, award MSMM Engineering, LLC a task to complete the Zero-Emission Fleet Planning.

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 23<sup>rd</sup> DAY OF JULY, 2024.

---

MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-061

Board of Commissioners

Cyber Insurance Placement and Renewal of Excess Liability and Automobile Physical Damage Insurance [2024-2025]

|   |   |
|---|---|
| DESCRIPTION: Cyber Insurance Placement and Renewal of Excess Liability and Automobile Physical Damage Insurance for Policy Period 2024-2025.                                  | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

To ratify the Chief Executive Officer’s action with the placement and renewal of specified insurance coverages for the policy period 8/1/24-7/31/25 in the amount of \$5,080,548.11.

ISSUE/BACKGROUND:

RTA annually renews its Excess Automobile Liability/General Liability [“Excess AL/GL”] and Automobile Physical Damage [“APD”] insurance coverages on August 1<sup>st</sup>. The policies are marketed and placed by the RTA insurance broker of record, The Kennedy Financial Group of Louisiana, Inc., and provide optimal coverage at the most competitive cost.

In addition, the broker has recommended Cyber Insurance coverage for protection from data breaches and other cybersecurity issues. RTA requests placement of this specialized coverage with optimal coverage at the most competitive cost.

DISCUSSION:

It is necessary that RTA proceed with the renewal of the Excess AL/GL and APD insurance coverages through the RTA broker of record, The Kennedy Financial Group of Louisiana, Inc., on a timely basis:

Excess AL/GL: Limits \$5,000,000; Excess Retained Amount [“SIR”]: Automobile - \$1,500,000 per accident; General - \$500,000 per occurrence.

Automobile Physical Damage: Total Insured Value [“TIV”]: \$95,131.813 covering all RTA vehicles (revenue and non-revenue) with a \$65M flood limit and a \$50,000 deductible (except for named windstorm and flood at 3% per affected TIV with a per occurrence minimum of \$250,000).

---

Relative to Excess Liability [“Excess AL/GL”], the total cost for the expiring Excess AL/GL program [2023-2024] was \$2,684,160.

Underwriters willing to write automobile liability for public transportation entities continue to confront significant losses nationwide. The Regional Transit Authority faces additional challenges because numerous markets willing to write automobile liability for buses will simply not insure streetcars. Further, due to hardened market conditions in a post-COVID-19 environment, an increase in premiums is unavoidable.

However, recent improvements in safety, loss control, and risk management at RTA have resulted in a lower premium structure than originally anticipated, with the total cost for the Excess AL/GL renewal program [2024-2025] of \$2,887,569.00.

This represents an increase of \$203,409.00, or approximately 7% over last year’s Excess AL/GL premium, a conservative increase given an uptick in renewal exposures, including recent increases in service and ridership, and the addition of new vehicles to the RTA fleet.

---

Relative to Automobile Physical Damage [“APD”], although the declining property market has carriers reducing their capacity in many instances, aggressive broker marketing has actually resulted in a lower renewal premium this year.

The expiring APD insurance for 2023-2024 covered vehicles with a Total Insured Value [“TIV”] of \$86,185,141 for a premium of \$2,202,363.79.

The current recommended APD renewal for 2024-2025 will cover vehicles with a TIV of \$95,131,813, which represents a 10% increase over the 2023-2024 TIV. Notably, however, the total renewal APD premium is now \$2,177,341.00, or approximately 1% lower than last year’s APD premium.

The new Cyber Liability coverage, referenced above, shall protect against data breaches and other cybersecurity issues. This coverage is recommended for a competitive cost of \$15,638.11 with a \$2,000,000 limit and a \$10,000 deductible.

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Details of the respective coverages can be found in the Resolution and associated attachments.

FINANCIAL IMPACT:

**\$5,080,548.11**

Funds for these contracts and related endorsements are available from the RTA Operational budget:

Excess Automobile /General Liability: 01-8300-02-9131-169-00-00-00000-00000

Automobile Physical Damage: 01-8300-02-9132-169-00-00-00000-00000

Cyber Liability

01-8300-02-9181-169-89-00-00000-00000

NEXT STEPS:

Proceed with the renewal of insurance coverages as indicated above.

ATTACHMENTS:

1. Resolution for Cyber Insurance Placement and Renewal of Excess Liability and Automobile Physical Damage Insurance Coverages for Policy Year August 1, 2024 to July 31, 2025
2. RTA Comparison Spreadsheet 8/1/24-25 Insurance: Expiring versus Renewal
3. Markets Approached List [Excess AL/GL]
4. Markets Approached List [APD]
5. Markets Approached List [Cyber Liability]

Prepared By: Marc Popkin  
Title: Risk Management Counsel

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

7/18/2024

Date



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

504.827.8300

[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

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**RESOLUTION TO RATIFY THE CHIEF EXECUTIVE OFFICER'S PLACEMENT OF  
CYBER INSURANCE AND RENEWAL OF  
EXCESS LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE COVERAGES  
FOR POLICY YEAR AUGUST 1, 2024 TO JULY 31, 2025**

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Introduced by Commissioner \_\_\_\_\_, seconded by  
Commissioner \_\_\_\_\_.

**WHEREAS**, the Board of Commissioners of the Regional Transit Authority (RTA) has considered the matter of contract award for cyber insurance, excess liability, and automobile physical damage insurance coverages for policy year August 1, 2024 to July 31, 2025 to several different firms; and

**WHEREAS**, the RTA insurance broker of record, Kennedy Financial Group of Louisiana, Inc., received and reviewed offers to provide the specific insurance coverage(s) required, and based upon that review determined that the selected insurer(s) would provide the coverage at a fair and reasonable price; and

**WHEREAS**, based upon these recommendations, the Board of Commissioners has selected Princeton E&S, London, Lexington, Core/StarStone, Markel/Evanston, Sompo/Endurance, General Star, Starr Surplus, RSUI/Landmark, and Munich Terrorism; and



**RESOLUTION NO. \_\_\_\_\_**  
**PAGE TWO**

**WHEREAS**, funds for these respective coverages are available from the operational budget.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority that the Chief Executive Officer, or her designee, is authorized to execute contract(s) with the below companies for the type and coverage noted at the listed price:

| Type and Coverage   | Company  | 2024-2025 Premium            |
|---|--|------------------------------|
| <p><b>Excess Automobile Liability/ General Liability</b></p> <p>Limit of Liability: \$5,000,000<br/>           Excess of Retained Amount ["SIR"]<br/>           Automobile - \$1,500,000<br/>           General Liability - \$ 500,000</p> <p><b>TOTAL FOR EXCESS AL/GL:</b></p>  | <p>Princeton E&amp;S</p>   | <p><b>\$2,887,569.00</b></p> |
| <p><b>Automobile Physical Damage Including Flood</b></p> <p>Total Insured Value<br/>           \$95,131,813</p> <p>\$65m Flood limit<br/>           \$65m Earthquake limit</p> <p>\$25,000 All Other Peril<br/>           per vehicle per occurrence</p> <p>Named Windstorm 3% per affected<br/>           TIV/Flood 2% per affected TIV,<br/>           subject to a per occurrence minimum of<br/>           \$250,000</p> <p><b>TOTAL FOR APD RENEWAL,<br/>           INCLUDING FLOOD:</b></p> | <p>London<br/>           Lexington<br/>           Core/StarStone<br/>           Markel/Evanston<br/>           Sompo/Endurance<br/>           General Star<br/>           Starr Surplus<br/>           RSUI/Landmark<br/>           Munich Terrorism</p> | <p><b>\$2,177,341.00</b></p> |
| <p><b>Cyber Liability</b></p> <p>Limit of Liability: \$2,000,000<br/>           Retention: \$10,000</p>   | <p>Lexington</p>   | <p><b>\$15,638.11</b></p>    |
| <p><b>TOTAL:</b></p>  |  | <p><b>\$5,080,548.11</b></p> |

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE THREE**

**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 23<sup>th</sup> DAY OF JULY, 2024.**

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**MARK RAYMOND, JR.**  
**CHAIRMAN**  
**BOARD OF COMMISSIONERS**



REGIONAL TRANSIT AUTHORITY  
8/1/2024-2025 INSURANCE  
EXPIRING VERSUS RENEWAL

|                                       | 8.1.2023-2024 Expiring Program   |  |   |   |  | 8.1.2024-2025 Renewal Program  |  |  |   |
|---------------------------------------|--|--|---|---|--|--|--|--|---|
| Coverage                              | Company  | Limits/Exposure  | Premium   | Deductible  |  | Company  | Limits/Exposure  | Premium  | Deductible  |
| Excess Automobile & General Liability | Princeton E&S  | \$5,000,000<br>includes terrorism<br><br>includes unmanned aircraft \$1,000,000<br><br>Includes \$7,500 Risk Management Fund | <b>\$2,684,160.00</b>   | Excess Retained Amount<br>Auto \$1,500,000 SIR Acc<br>GL \$ 500,000 SIR Occ<br><br>\$500,000 SIR Occurrence   |  | Princeton E&S  | \$5,000,000<br>includes terrorism<br><br>includes unmanned aircraft \$1,000,000<br><br>Includes \$7,500 Risk Management Fund | <b>\$2,887,569.00</b>  | Excess Retained Amount<br>Auto \$1,500,000 SIR Acc<br>GL \$ 500,000 SIR Occ<br><br>\$500,000 SIR Occurrence   |
| Automobile Physical Damage            |  | Total Insured Value<br>\$86,185,141<br><br>\$65m Flood limit<br>\$65m Earthquake limit                                       |   | \$50,000 All Other Peril<br>per vehicle<br>per occurrence<br><br>\$50,000 Earthquake<br><br>Named Windstorm and<br>Flood 2% per affected TIV<br>subject to a per occurrence<br>minimum of \$250,000 |  |  | Total Insured Value<br>\$95,131,813<br><br>\$65m Flood limit<br>\$65m Earthquake limit                                       |  | \$25,000 All Other Peril<br>per vehicle per occurrence<br><br>*Except:<br>Lloyds Syndicates<br>\$50,000 All Other Peril<br>per vehicle per occurrence<br><br>\$50,000 Earthquake<br><br>Flood 2% per affected TIV<br>subject to a per occurrence<br>minimum of \$250,000<br><br>Named Windstorm 3% per<br>affected TIV subject to a<br>per occurrence minimum<br>of \$250,000 |
|                                       | Lloyd's<br>Core-StarStone<br>Markel-Evanston<br>Sompo-Endurance<br>Lloyd's<br>Lloyd's<br>Lloyd's<br>Lexington<br>Starr Surplus<br>RSUI-Landmark<br>General Star<br>Ironshore<br>Lloyd's<br>Lloyd's<br>Munich Terrorism |  | \$ 902,129.40<br>\$ 265,197.11<br>\$ 91,148.20<br>\$ 122,936.63<br>\$ 171,796.73<br>\$ 65,819.59<br>\$ 62,910.00<br>\$ 104,850.00<br>\$ 78,637.50<br>\$ 88,168.37<br>\$ 115,335.00<br>\$ 52,425.00<br>\$ 40,957.56<br>\$ 26,212.50<br>\$ 13,840.20<br><b>\$2,202,363.79</b> |   |  | London *<br>London *<br>Lexington<br>Core/StarStone<br>Markel/Evanston<br>Sompo/Endurance<br>London *<br>London *<br>General Star<br>Starr Surplus<br>RSUI/Landmark<br>Lexington<br>London *<br>Munich Terrorism |  | \$ 715,077.00<br>\$ 207,603.00<br>\$ 104,902.00<br>\$ 176,934.38<br>\$ 105,631.13<br>\$ 77,065.00<br>\$ 261,077.00<br>\$ 89,123.00<br>\$ 141,967.00<br>\$ 98,035.00<br>\$ 83,880.00<br>\$ 34,852.00<br>\$ 65,468.00<br>\$ 15,728.00<br><b>\$2,177,341.00</b> |   |
| Cyber Liability                       | Not Applicable   | New Placement  | <b>\$0</b>  |   |  | Lexington  | \$2,000,000 limit  | <b>\$ 15,638.11</b>  | \$10,000 deductible   |
|                                       |  | <b>Total</b>   | <b>\$4,886,523.79</b>   |   |  | <b>Total</b>   |  | <b>\$5,080,548.11</b>  |   |

**Excess Automobile Liability/General Liability  
Markets Approached  
8.1.2024-2025**

|                       |   |
|-----------------------|---|
| Ambridge              | Declined, Louisiana transit is outside of appetite.   |
| AWAC                  | Declined as the rail system is a treaty exclusion for them.   |
| Aspen                 | Declined, they cannot entertain any passenger transport.  |
| Besso/London          | Declined, they require a higher attachment point.   |
| RSUI                  | Declined, they cannot entertain livery or the light rail exposure.  |
| Sompo                 | Declined, transit authorities are a treaty exclusion for them.  |
| Zurich                | Declined, not a market for livery.  |
| Princeton             | Incumbent, offering renewal.  |
| Axis                  | Declined, unable to offer terms in a lead position.   |
| Berkley Public Entity | The light rail exposure is a decline for them.  |
| Chubb                 | Stand-alone transit risks are not within their appetite.  |
| Euclid                | Louisiana Auto is a decline for them.   |
| Genesis               | Cannot consider the light rail operations and LA exposure is a decline.                                       |
| Hallmark              | Company has been downgraded by AM Best and is no longer viable.   |
| Lexington             | Declined due to losses.   |
| Old Republic          | Cannot entertain stand-alone transit risks.   |
| Safety National       | Cannot write stand-alone excess, would have to include the primary WC. The rail exposure is also undesirable. |
| May Specialty         | Not a player for the lead, high excess only. Insured's operations and losses are a decline.                   |

|                  |   |
|------------------|---|
| Upland Specialty | They can consider lead excess for Public Entity but must decline this account due to operations, venue, and losses. |
| Liberty Mutual   | Declined, they cannot entertain transit authorities   |
| Nationwide       | Declined, not a market for Louisiana business and no longer entertaining public entity business.                    |
| Tokio Marine     | Declined based on standalone transit operations.  |

MARKETING SUMMARY REPORT

**Account Name:** Regional Transit Authority of Southeast Louisiana  
**Line Of Business:** Auto Physical Damage  
**Effective Date:** 8/1/2024-2025

| Market                                  | Status   | Comments   |
|---|----------|--|
| Amwins Global Risks                     | Quoted   | <b>P15 -</b><br>\$1,290,000 LP<br><br><b>\$25m xs \$25m</b><br>\$300,000 LP<br><br><b>TIV xs \$50m</b> |
| Amwins Re                               | Declined | Pricing not competitive  |
| ARCH Insurance Group                    | Declined | Outside of appetite  |
| Ascot Group                             | Declined | Outside of appetite  |
| Aspen Insurance                         | Declined | Outside of appetite  |
| AXA XL, a division of AXA               | Declined | Outside of appetite  |
| AXIS Insurance                          | Pending  | Waiting on possible quote  |
| Beazley USA                             | Declined | Outside of appetite  |
| Canopus Underwriting Agency, Inc        | Declined | Outside of appetite  |
| Core Specialty Insurance Holdings, Inc. | Quoted   | <b>P25 -</b><br>\$1,350,000 LP   |
| Ethos Specialty                         | Declined | Outside of appetite  |
| Everest National Insurance Company      | Declined | Outside of guidelines – No LA at this time   |
| General Star                            | Quoted   | <b>TIV xs \$50m –</b><br>\$677,000 LP  |
|   | Declined | Outside of appetite  |

Great American Insurance  
Company

|                                    |          |   |
|------------------------------------|----------|---|
| Intact Insurance                   | Declined | Outside of appetite   |
| Ironshore                          | Quoted   | Pricing not competitive   |
| James River Insurance<br>Company   | Declined | Outside of appetite   |
| Kinsale Insurance Company          | Declined | Outside of appetite   |
| Lexington Insurance Company        | Quoted   | <b>P25 -</b><br>\$1,350,000 LP<br><b>TIV XS \$50m -</b><br>\$300,000 LP |
| Markel                             | Quoted   | <b>\$10m xs \$15m -</b><br>\$201,490 LP                                 |
| Mitsui Sumitomo Insurance          | Declined | Outside of appetite   |
| Munich Re America                  | Declined | UWs must exclude over the road coverage                                 |
| Navigators Insurance<br>Company    | Declined | Outside of appetite   |
| Paragon Insurance Holdings,<br>LLC | Declined | Outside of appetite   |
| R.B. Jones Property                | Declined | Outside of appetite   |
| Risksmith Insurance Services       | Declined | Outside of appetite<br>– BR only on IM                                  |
| RLI Insurance Company              | Declined | Outside of guidelines -No Louisiana                                     |
| RSUI                               | Quoted   | <b>\$TIV xs \$50m -</b><br>\$722,105 LP                                 |
| Sompo International                | Quoted   | <b>\$10m xs \$15m -</b><br>\$245,000 LP                                 |
| SRU                                | Declined | Outside of appetite   |
| Starr Companies                    | Quoted   | <b>\$TIV xs \$50m -</b><br>\$187,000                                    |



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|  |          |                     |
|--|----------|---------------------|
| Swiss Re                                 | Declined | Outside of appetite |
| Tango-V3 Insurance Partners<br>LLC       | Declined | Outside of appetite |
| Velocity Risk Underwriters,<br>LLC       | Declined | Outside of appetite |
| Westchester, A Chubb<br>Company          | Declined | Outside of appetite |
| Westfield Specialty Insurance<br>Company | Declined | Outside of appetite |
| WKF&C Agency, Inc.                       | Declined | Outside of appetite |
| Zurich North America                     | Declined | Outside of appetite |

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**CYBER LIABILITY  
MARKETING SUMMARY  
8.1.2024-2025**

| <b>Market</b>                | <b>Status</b>   | <b>Comments</b>   |
|------------------------------|---|---|
| <b>Quoted</b>                |   |   |
| Coalition, Inc.              | Quoted – Multiple Carriers                            |   |
| Lexington Insurance Company  | Quoted - Lexington Insurance Company                  |   |
| Westchester, A Chubb Company | Quoted - Illinois Union Insurance Co                  |   |
| <b>Declined to Quote</b>     |   |   |
| Aspen Insurance              | Closed - Appetite                                     | Too small   |
| AXA XL, a division of AXA    | Closed - Underwriting Concerns                        | Lacking the security posturing AXA XL wants to provide coverage; could put up \$1mil if no one else quotes. |
| Beazley USA                  | Closed - Underwriting Concerns                        | Open ports  |
| Crum & Forster               | Closed - Other  | Did not quote   |
| Munich Re America            | Closed - Appetite                                     | Fully contemplating the cyber maturity of NORTA, we are not able to offer terms during this renewal cycle.  |
| Zurich North America         | Closed - Appetite                                     | Did not quote   |
| Cowbell Insurance Agency     | Quoted - Palomar Excess and Surplus Insurance Company | Did not meet MFA requirements   |



## Board Report and Staff Summary

**File #:** 24-063

**Board of Commissioners**

Change Order Request: Agreement for Ferry Service Operations and Maintenance

|   |   |
|---|---|
| DESCRIPTION: The Thomas Jefferson (TJ) requires an engine overhaul due to reaching the manufacturer's recommended service hours.  | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

To ratify the Chief Executive Officer to execute a change order to LabMar's contract for the overhaul of the Thomas Jefferson (TJ) engines. The cost for the maintenance work is \$360,939.51.

ISSUE/BACKGROUND:

The RTA signed a long-term agreement with LabMar Ferry Services, LLC on January 29th, 2021, to operate and maintain ferry services. The Chalmette route currently has only one vessel servicing the route. Due to the consistent operation of this single vessel, it has now reached the manufacturer's recommended service hours, necessitating an overhaul of all its engines to ensure continued safe and reliable operation.

DISCUSSION:

The RTA approved the 2024 ferry budget for LabMar Ferry Services at a cost of \$10,978,119.00. The Thomas Jefferson (TJ) vessel services the Chalmette route and has been the sole boat on this route since March 2022. Due to the exclusive use of the Thomas Jefferson (TJ) on this route, it has reached the manufacturer's recommended service hours, necessitating an overhaul of all its engines. The cost to overhaul the engines is \$360,939.51. Timely maintenance is crucial to prevent potential engine failures, which could pose safety risks to passengers and disrupt ferry services. Overhauling the engines now, as recommended by the manufacturer, is a proactive measure that can prevent more costly repairs or replacements in the future.

Thomas Jefferson's (TJ) current hours and manufacturer recommended hours:

| TJ's Current Hours            | Manufacturer Recommendation |
|-------------------------------|-----------------------------|
| Port Main Engine - 31,750     | 20,000                      |
| Starboard Main Engine -31,750 | 20,000                      |
| Port Generator - 14,309       | 10,000                      |
| Starboard Generator - 20,314  | 10,000                      |
| Bow Thruster Engine - 13,549  | 10,000                      |

FINANCIAL IMPACT:

The funding \$360,939.51 for this project is covered by state funds and will be coded to the following:  
01-6100-02-9314-051-07-00-00000-00000

NEXT STEPS:

Upon board approval, the Chief Executive Officer will authorize a change order to the LabMar Ferry Contract to include the cost of the overhaul of Thomas Jefferson's engines.

ATTACHMENTS:

1. Board Resolution
2. RTA & LabMar Ferry Agreement
3. 2024 Approved Budget
4. Estimates for Engines
5. Change Order Routing
6. Overhaul Recommendation

Prepared By: Anitra Honore  
Title: Senior Administrative Analyst

Reviewed By: Roberto Lopez  
Title: Director of Marine Operations

Reviewed By: Justin Cayless  
Title: Chief Transit Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

7/9/2024

Date



RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF ORLEANS

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**AUTHORIZATION TO RATIFY THE CHIEF EXECUTIVE OFFICER’S ACTION TO  
EXECUTE A CHANGE ORDER AGREEMENT FOR FERRY SERVICE OPERATIONS  
AND MAINTENANCE**

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Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner  
\_\_\_\_\_.

**WHEREAS**, the Agency signed a long-term agreement with LabMar Ferry Services, LLC on January 29th, 2021, to operate and maintain ferry services, including the Chalmette route; and

**WHEREAS**, the Thomas Jefferson (TJ) vessel, servicing the Chalmette route exclusively since March 2022, has reached the manufacturer's recommended service hours, necessitating an overhaul of all its engines to ensure continued safe and reliable operation; and

**WHEREAS**, the Agency approved the 2024 ferry budget for LabMar Ferry Services for \$10,978,119.00; and

**WHEREAS**, the cost to overhaul the engines of the Thomas Jefferson (TJ) vessel is **not to exceed THREE HUNDRED SIXTY THOUSAND NINE-HUNDRED AND THIRTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$360,939.51)**, state funds and timely maintenance is crucial to prevent potential engine failures which could pose safety risks to passengers and disrupt ferry services;

**WHEREAS**, funding for all costs associated with the overhauling of the engines of the Thomas Jefferson (TJ) will be coded to the following: 01-6100-02-9314-051-07-00-00000-00000;

**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 change order contract for maintenance services of the Thomas Jefferson (engine overhaul to be performed by LabMar Ferry Services.

**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 \_\_\_<sup>th</sup> DAY OF MONTH, 2024.**

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**MARK RAYMOND, 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 be 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   |
|------------------------------------|--|
| 1 <sup>st</sup>                    | \$7,848,382.00 (for the period commencing February 1, 2021 through December 31, 2021)  |
| 2 <sup>nd</sup> to 5 <sup>th</sup> | As agreed, but the annual contract for the 2 <sup>nd</sup> 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 10<sup>th</sup> 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 seq.).

(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 Contractor 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:

| <u>Threshold</u>                           | <u>Incentive Payment/Deduction</u> |
|--|------------------------------------|
| 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):

| <u>Threshold</u>                                  | <u>Incentive Payment/Deduction</u> |
|---|------------------------------------|
| 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 15<sup>th</sup> 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 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 contaminants, 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.*).

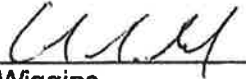
**SEC. 53.      COUNTERPARTS**

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]

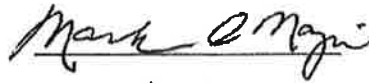
The Parties hereto have caused this Agreement to be duly executed with all the formalities required by law.

REGIONAL TRANSIT AUTHORITY

By:   
Alex Wiggins  
Chief Executive Officer  
Regional Transit Authority

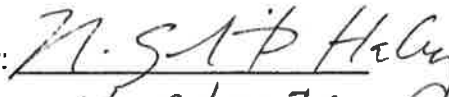

Authority Date:  
1/29/2021

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.

QSK19-M - In-Frame Overhaul  
Reference Serial# 37260153  
Starboard Main Serial# 60606097  
M/V Thomas Jefferson

June 12, 2024

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1983-B Grand Caillou Road Houma, Louisiana 70363-7086 Telephone: 985.580.9978 Fax: 985.580.9982  
751 Peters Road Harvey, Louisiana 70058-1708 Telephone: 504.355.4056 Fax: 504.366.2038

To: Eric Madison  
Director of Operations/Maintenance  
Labmar Ferry Services  
337.316.2258 Cell  
[emadison@labmarferry.com](mailto:emadison@labmarferry.com)

Eric,

Force Power Systems appreciates the opportunity to provide you with the following in-frame overhaul estimate on a QSK19-M engines.

As a Service Center, Force Power Systems provides that all rebuilt components will conform to OEM dimensions, tolerances, and specifications.

**SCOPE OF SUPPLY**

**Force Power Systems will provide new and rebuilt material and shop service labor to complete the Scope of Work:**

| Line # | Qty | Item No. | Item Description |
|--------|-----|----------|------------------|
| 1      | 4   | 3016182  | Lock Nut         |
| 2      | 1   | 3090299  | Gasket A/C Cover |
| 3      | 2   | 3331089  | Seal O Ring      |
| 4      | 2   | 3081529  | Plug Expansion   |
| 5      | 1   | AR12270  | Main Bearing Kit |
| 6      | 12  | 205840   | Rod Bearing      |
| 7      | 12  | 207344   | Bushing          |
| 8      | 1   | 3630125  | Hose             |
| 9      | 2   | 3063809  | T Bolt Clamp     |
| 10     | 2   | 3804934  | Oil Cooler       |
| 11     | 4   | 2863191  | Stud             |
| 12     | 2   | 18718    | RTV Silicone     |
| 13     | 25  | 1U-5517  | Disc 3"          |
| 14     | 3   | 4000504  | Seal Rect Ring   |
| 15     | 3   | 4308855  | Seal Rectangular |
| 16     | 2   | 156075   | Freeze Plug      |
| 17     | 6   | 30548    | Cleaner          |
| 18     | 2   | 3090358  | Bearing Thrust   |





3406 Generator Engine In-Frame Overhaul  
 Serial# 1SS00344, 1SS00345  
 June 3, 2024

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1983-B Grand Caillou Road Houma, LA 70363-7086 Tel: 985.580.9978 Fax: 985.580.9982

To Eric Madison  
 Labmar Ferry Services  
 Director of Operations/ Maintenance  
 337.316.2258 Cell  
 emadison@labmarferry.com

Eric,

Force Power Systems appreciates the opportunity to provide you with this in-frame overhaul estimate on a 3406 generator unit.

As an authorized agent of Louisiana Caterpillar, Force Power Systems provides only genuine parts. All rebuilt components will conform to OEM dimensions, tolerances, and specifications. We use ONLY Caterpillar genuine reconditioned components. We do this, even though the cost is more, due to the excellent warranty that Caterpillar provides on these genuine reconditioned products.

**SCOPE OF SUPPLY**

**Force Power Systems will provide the following rebuilt material:**

| Line # | Qty | Item No. | Item Description    |
|--------|-----|----------|---------------------|
| 1      | 1   | 9Y-2988  | Breather            |
| 2      | 1   | 6V-3831  | Seal O Ring         |
| 3      | 1   | OR-5601  | Reman Oil Cooler    |
| 4      | 1   | OR-3719  | Reman Cylinder Head |
| 5      | 6   | OR-3422  | Reman Fuel Nozzle   |
| 6      | 6   | 203-3940 | Seal O Ring         |
| 7      | 1   | 10R-0482 | Reman Water Pump    |
| 8      | 2   | 248-5513 | Regulator           |
| 9      | 2   | 3S-9643  | Seal                |
| 10     | 1   | 433-7869 | Gasket Kit          |
| 11     | 1   | 434-0877 | Gasket Kit          |
| 12     | 1   | 434-4989 | Gasket Kit          |
| 13     | 1   | 434-1858 | Gasket Kit          |
| 14     | 1   | 434-2472 | Gasket Kit          |
| 15     | 1   | 433-9952 | Gasket Kit          |
| 16     | 12  | 305-6843 | Spring Guide        |

|    |     |          |                          |
|----|-----|----------|--------------------------|
| 17 | 12  | 20R-1828 | Reman Lifter             |
| 18 | 100 | SVF      | Service Labor            |
| 19 | 1   | OR-9448  | Reman Oil Pump           |
| 20 | 1   | OR-3008  | Reman Fuel Transfer Pump |
| 21 | 6   | 20R-1115 | Reman Cylinder Kit       |
| 22 | 1   | 6I-2981  | Spacer Plate             |
| 23 | 7   | 317-8766 | Bearing Main             |
| 24 | 1   | 253-1752 | Thrust Bearing           |
| 25 | 1   | 2W-1734  | Seal Crankshaft          |
| 26 | 1   | 2W-1733  | Seal Crankshaft          |
| 27 | 6   | 328-5573 | Bearing Connecting Rod   |
| 28 | 1   | 1P-0436  | Gasket                   |
| 29 | 1   | 105-2509 | Fuel Priming Pump        |
| 30 | 1   | 100-2937 | Gasket Kit               |
| 31 | 1   | 128-2922 | Gasket Kit               |
| 32 | 1   | 3E-4328  | Gasket Kit               |
| 33 | 1   | 1R-0716  | Filter Oil               |
| 34 | 1   | 1R-0749  | Filter Fuel              |
| 35 | 1   | 1W-6990  | Aftercooler Core         |
| 36 | 1   | OR-5906  | Reman Turbo Cartridge    |
| 37 | 1   | 471-1663 | Gasket Kit A/C           |

***In-Frame Overhaul Estimate..... \$39,974.83 X (2) = \$79,949.66***

Plus Any Unusable Castings  
And Any Required Machine Work

#### **CUSTOMER RESPONSIBILITIES**

1. Providing a safe work environment for our service personnel
2. Providing crane services and/or services to facilitate material movement at the job site
3. Providing adequate space and working conditions to effectively execute the scope of work
4. Coordinating shipyard services
5. Delays not the fault of Force Power Systems, LLC
6. Delays due to shipyard orientation and safety classes
7. Providing adequate ventilation, compressed air for tooling, and lighting
8. Providing diesel fuel oil for cleaning
9. Removing and disposing of waste material and fluids associated with the engine services
10. Removing and replacing any interferences
11. Lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items

#### **COMMENTS**

1. Due to availability parts issues. Parts not currently in inventory will have to be ordered emergency which will include unforeseen freight charges and time frame.
2. Freight charges could be as much as 15% of the parts total
3. Prices are based on the return of useable like-cores for unit exchange items. Core charges would apply for exchange items that are non-rebuildable.
4. Travel time, mileage, incoming freight and overtime **are not** included in the above cost and will be additional charges. Any other parts required will also be additional charges.
5. Items cleaned and inspected or reused are not covered under warranty.
6. Any applicable tax will be additional.
7. Please keep in mind that this is only an estimate and the actual totals will likely vary. All variations will be fully communicated before any additional parts or repairs are performed.

### **PAYMENT TERMS**

The total payment is due **30 days** after receipt of invoice unless otherwise mutually agreeable payment terms are negotiated. Any payments made by credit card will result in additional charges.

Force Power Systems Standard Terms and Conditions are an integral part of this estimate. This quote will remain valid for **30 days** and may be extended with prior approval.

Thank you for giving us the opportunity to serve you. If you should have any questions or require further information, please feel free to contact John, Hunter or me, at your convenience.

Best regards,

Scott Crochet  
Special Projects  
*For Force Power Systems, LLC*

CC: Hunter Tieken    John Tieken    Tim Brady    Bucky Angelette  
Blane Pellegrin

### **Warranty:**

1. Force Power Systems COMPANY L.L.C. - LIMITED PARTS WARRANTY - We do not manufacture parts, but we warrant that parts we sell or use in connection with service or repair work will be free from defects in material or workmanship. We do not warrant parts or assemblies that come with their own, manufacturer's warranties, but we will assign or pass-through any such warranties. We will, at our option and according to manufacturer's guidelines, repair or replace any parts which we find upon inspection to be defective in material or workmanship within the warranty period. But in no event will we be obliged to conduct warranty work after six (6) months from the date of the

original work. Parts replaced under warranty are covered for the remainder of the warranty period on the original replaced part.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY LOUISIANA LAW, INCLUDING REDHIBITION AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provisions specified above. Any claims for other loss or damages of any type (including without limitations loss for failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect or consequential damage) are expressly excluded.

**2. Force Power Systems COMPANY L.L.C - SERVICE WARRANTY -** . Warrants all service work performed by it, to be free from workmanship defects for thirty (30) days after delivery. If a defect is found during that time, Force Power Systems COMPANY L.L.C. will repair said defect at no cost to the user at a place designated by Force Power Systems during regular working hours.

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Under NO circumstances will our liability exceed the amount of the original sale. Parts we sell or install, or the products into which they are incorporated, that are damaged as a result of abuse, misuse, improper repairs or maintenance, improper installation, overloading, negligence, alteration, modification, or accident will not be covered by this limited warranty. This warranty also does not cover freight charges of any kind, labor expenses, towing expenses, lost revenue, or rental expenses; unless covered by the manufacturer's warranty.

Return shipping and expenses are the responsibility of the customer. Our liability does not cover lost or stolen packages, mailed back by the customer, containing the parts being claimed under warranty. Because the customer is the shipper, he is the only one who can file any lost claim with the shipping company. Therefore, the claim must be coordinated and processed through the shipping company by the customer.

**3. Force Power Systems COMPANY L.L.C SERVICE WARRANTY ON "ON HIGHWAY TRUCKS" AND "COMMERCIAL ENGINES" -** Force Power Systems Co., L.L.C. warrants all service work performed by it, to be free from workmanship defects for six (6) months after delivery. If a defect is found during that time, Force Power Systems Co., L.L.C. will repair said defect at no cost to the user at a place designated by Force Power Systems during regular working hours.



3306 Caterpillar In-Frame Overhaul  
 Serial# 84Z03352  
 M/V Thomas Jefferson                      October 26, 2023

---

1983-B Grand Caillou Road      Houma, LA 70363-7086      Tel: 985.580.9978      Fax: 985.580.9982

To Eric Madison  
 Labmar Ferry Services  
 Director of Operations/ Maintenance  
 337.316.2258 Cell  
 emadison@labmarferry.com

Eric,

Force Power Systems appreciates the opportunity to provide you with this in-frame overhaul estimate.

As an authorized agent of Louisiana Caterpillar, Force Power Systems provides only genuine parts. All rebuilt components will conform to OEM dimensions, tolerances, and specifications. We use ONLY Caterpillar genuine reconditioned components. We do this, even though the cost is more, due to the excellent warranty that Caterpillar provides on these genuine reconditioned products.

**SCOPE OF SUPPLY**

**Force Power Systems will provide the following rebuilt material:**

| <b>Line #</b> | <b>Qty</b> | <b>Item No.</b> | <b>Item Description</b> |
|---------------|------------|-----------------|-------------------------|
| 1             | 1          | 0R-2163         | Reman Cylinder Head     |
| 2             | 6          | 0R-4124         | Reman Fuel Nozzle       |
| 3             | 1          | 0R-6797         | Reman Turbo Cartridge   |
| 4             | 1          | 1R-0750         | Filter Fuel             |
| 5             | 1          | 1R-1807         | Filter Oil              |
| 6             | 6          | 1T-0416         | Bolt                    |
| 7             | 1          | 2A-3541         | Gasket                  |
| 8             | 1          | 2H-3932         | Seal                    |
| 9             | 1          | 2M-5407         | Gasket                  |
| 10            | 1          | 2P-0220         | Gasket                  |
| 11            | 1          | 2P-1692         | Seal O Ring             |
| 12            | 2          | 2W-3679         | Gasket                  |
| 13            | 1          | 2W-9162         | Breather Assembly       |
| 14            | 1          | 4L-9852         | Filter Air              |
| 15            | 1          | 4M-8303         | Seal O Ring             |
| 16            | 1          | 561-2205        | Meter                   |
| 17            | 1          | 4W-0452         | Seal                    |
| 18            | 1          | 5P-6718         | Seal O Ring             |

|    |    |          |                               |
|----|----|----------|-------------------------------|
| 19 | 2  | 5S-6735  | Gasket                        |
| 20 | 2  | 6L-1648  | Seal O Ring                   |
| 21 | 1  | 6N-7887  | Gasket                        |
| 22 | 1  | 6V-6921  | Seal O Ring                   |
| 23 | 1  | 7F-7590  | Gasket                        |
| 24 | 1  | 8H-2046  | Seal O Ring                   |
| 25 | 2  | 6V-3260  | Bolt                          |
| 26 | 1  | 4N-0699  | Gasket                        |
| 27 | 2  | 9L-5908  | Gasket                        |
| 28 | 2  | 9S-0211  | Clamp                         |
| 29 | 2  | 9Y-8389  | Gasket                        |
| 31 | 4  | 1PU3000M | Shield                        |
| 32 | 3  | 114-2687 | Seal O Ring                   |
| 33 | 1  | 162-3906 | Fuel Priming Pump             |
| 34 | 1  | 169-4199 | Gasket Oil                    |
| 35 | 1  | 169-4200 | Gasket                        |
| 36 | 1  | 175-7900 | Seal O Ring                   |
| 37 | 1  | 175-7904 | Seal O Ring                   |
| 38 | 1  | 213-1065 | Line                          |
| 39 | 1  | 266-9862 | Grease                        |
| 40 | 1  | 28754    | Sealant                       |
| 41 | 4  | 30548    | Cleaner                       |
| 42 | 1  | 3300GOV  | Governor Box                  |
| 43 | 1  | 38657    | High Flex                     |
| 44 | 1  | 447-8657 | Gasket Kit Head               |
| 45 | 6  | 10R-9259 | Reman Cylinder Kits           |
| 46 | 6  | 328-5572 | Bearing Rod                   |
| 47 | 7  | 232-3233 | Bearing Main                  |
| 48 | 2  | 100-3652 | Bearing Thrust                |
| 49 | 1  | 7W-0491  | Core Aftercooler              |
| 50 | 1  | 6F-4718  | Seal O Ring                   |
| 51 | 1  | 0R-3537  | Reman Fuel Transfer Pump      |
| 52 | 1  | 0R-3501  | Reman Oil Cooler              |
| 53 | 1  | 0R-1006  | Reman Water Pump              |
| 54 | 1  | 0R-0920  | Reman Oil Pump                |
| 55 | 1  | 0R-3500  | Reman Transmission Oil Cooler |
| 56 | 2  | 2M-4108  | Gasket                        |
| 57 | 1  | 6V-0713  | Gasket Kit Turbo              |
| 58 | 1  | 208-4836 | Gasket Kit W/P                |
| 59 | 1  | 6V-0714  | Gasket Kit A/C                |
| 60 | 1  | 392-5540 | Gasket Kit C/L                |
| 61 | 1  | 393-5763 | Gasket Kit O/C                |
| 61 | 70 | SVF      | Service Labor                 |

***In-Frame Overhaul Estimate..... \$35,577.09***

**Plus Any Unusable Castings  
And Any Required Machine Work**

## CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

1. Providing a safe work environment and crane services for the unloading of the engine
2. Delays not the fault of Force Power Systems, LLC
3. Lubricating oil, antifreeze, and other maintenance items
4. Removal of the existing engine and installation of this **ForceBilt** reconditioned exchange marine engine, including all required shop upfit modifications and initial startup.

## COMMENTS

1. Due to availability parts issues. Parts not currently in inventory will have to be ordered emergency which will include unforeseen freight charges and time frame.
2. Freight charges could be as much as 15% of the parts total
3. Prices are based on the return of useable like-cores for unit exchange items. Core charges would apply for exchange items that are non-rebuildable.
4. Travel time, mileage, incoming freight and overtime **are not** included in the above cost and will be additional charges. Any other parts required will also be additional charges.
5. Items cleaned and inspected or reused are not covered under warranty.
6. Any applicable tax will be additional.
7. Please keep in mind that this is only an estimate and the actual totals will likely vary. All variations will be fully communicated before any additional parts or repairs are performed.

## PAYMENT TERMS

The total payment is due **30 days** after receipt of invoice unless otherwise mutually agreeable payment terms are negotiated. Any payment made by credit card will result in additional charges.

This quote will remain valid for **30 days** and may be extended with prior approval.

Thank you for giving us the opportunity to serve you. If you should have any questions or require further information, please feel free to contact Ritchie, Hunter, Bucky or me, at your convenience.

Best regards,

Scott Crochet  
Special Projects  
*For Force Power Systems, LLC*

CC: Hunter Tieken      Tim Brady      John Tieken  
Bucky Angelette

## **Warranty:**

**1. Force Power Systems COMPANY L.L.C. - LIMITED PARTS WARRANTY -** We do not manufacture parts, but we warrant that parts we sell or use in connection with service or repair work will be free from defects in material or workmanship. We do not warrant parts or assemblies that come with their own, manufacturer's warranties, but we will assign or pass-through any such warranties. We will, at our option and according to manufacturer's guidelines, repair or replace any parts which we find upon inspection to be defective in material or workmanship within the warranty period. But in no event will we be obliged to conduct warranty work after six (6) months from the date of the original work. Parts replaced under warranty are covered for the remainder of the warranty period on the original replaced part.

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**2. Force Power Systems COMPANY L.L.C - SERVICE WARRANTY -** . Warrants all service work performed by it, to be free from workmanship defects for thirty (30) days after delivery. If a defect is found during that time, Force Power Systems COMPANY L.L.C. will repair said defect at no cost to the user at a place designated by Force Power Systems during regular working hours.

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THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY LOUISIANA LAW, INCLUDING REDHIBITION AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision of parts as specified above. We are not liable for, and you release us from, any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or any other direct, immediate, special, indirect, or consequential damages. Manufacturer's warranty information can be obtained upon request or by accessing the manufacturer's website.

Under NO circumstances will our liability exceed the amount of the original sale. Parts we sell or install, or the products into which they are incorporated, that are damaged as a result of abuse, misuse, improper repairs or maintenance, improper installation, overloading, negligence, alteration, modification, or accident will not be covered by this limited warranty. This warranty also does not cover freight charges of any kind, labor expenses, towing expenses, lost revenue, or rental expenses; unless covered by the manufacturer's warranty.

Return shipping and expenses are the responsibility of the customer. Our liability does not cover lost or stolen packages, mailed back by the customer, containing the parts being claimed under warranty. Because the customer is the shipper, he is the only one who can file any lost claim with the shipping company. Therefore, the claim must be coordinated and processed through the shipping company by the customer.

**3. Force Power Systems COMPANY L.L.C SERVICE WARRANTY ON "ON HIGHWAY TRUCKS" AND "COMMERCIAL ENGINES" -** Force Power Systems Co., L.L.C. warrants all service work performed by it, to be free from workmanship defects for six (6) months after delivery. If a defect is found during that time, Force Power Systems Co., L.L.C. will repair said defect at no cost to the user at a place designated by Force Power Systems during regular working hours.



QSK19-M - In-Frame Overhaul  
 Reference Serial# 37260153  
 Starboard Main Serial# 60606097  
 M/V Thomas Jefferson

June 12, 2024

---

1983-B Grand Caillou Road Houma, Louisiana 70363-7086 Telephone: 985.580.9978 Fax: 985.580.9982  
 751 Peters Road Harvey, Louisiana 70058-1708 Telephone: 504.355.4056 Fax: 504.366.2038

To: Eric Madison  
 Director of Operations/Maintenance  
 Labmar Ferry Services  
 337.316.2258 Cell  
[emadison@labmarferry.com](mailto:emadison@labmarferry.com)

Eric,

Force Power Systems appreciates the opportunity to provide you with the following in-frame overhaul estimate on a QSK19-M engines.

As a Service Center, Force Power Systems provides that all rebuilt components will conform to OEM dimensions, tolerances, and specifications.

**SCOPE OF SUPPLY**

**Force Power Systems will provide new and rebuilt material and shop service labor to complete the Scope of Work:**

| Line # | Qty | Item No. | Item Description |
|--------|-----|----------|------------------|
| 1      | 4   | 3016182  | Lock Nut         |
| 2      | 1   | 3090299  | Gasket A/C Cover |
| 3      | 2   | 3331089  | Seal O Ring      |
| 4      | 2   | 3081529  | Plug Expansion   |
| 5      | 1   | AR12270  | Main Bearing Kit |
| 6      | 12  | 205840   | Rod Bearing      |
| 7      | 12  | 207344   | Bushing          |
| 8      | 1   | 3630125  | Hose             |
| 9      | 2   | 3063809  | T Bolt Clamp     |
| 10     | 2   | 3804934  | Oil Cooler       |
| 11     | 4   | 2863191  | Stud             |
| 12     | 2   | 18718    | RTV Silicone     |
| 13     | 25  | 1U-5517  | Disc 3"          |
| 14     | 3   | 4000504  | Seal Rect Ring   |
| 15     | 3   | 4308855  | Seal Rectangular |
| 16     | 2   | 156075   | Freeze Plug      |
| 17     | 6   | 30548    | Cleaner          |
| 18     | 2   | 3090358  | Bearing Thrust   |

|    |    |           |                     |
|----|----|-----------|---------------------|
| 19 | 4  | 130083    | Thrust Bearing      |
| 20 | 1  | 4970799   | Support Drive       |
| 21 | 11 | 3963990   | Washer Sealing      |
| 22 | 1  | 4916450   | Seal O Ring         |
| 23 | 1  | 3349225   | Thermostat          |
| 24 | 1  | S205      | Nut Hexagon         |
| 25 | 10 | 7K-1181   | Tie                 |
| 26 | 1  | 4088832   | Sensor Temperature  |
| 27 | 1  | 108172    | O Ring              |
| 28 | 6  | 3102651   | Screw Head Cap      |
| 29 | 1  | 3073213   | Gasket              |
| 30 | 1  | 3042590   | Pan Gasket          |
| 31 | 1  | 4371877   | Gasket Pan Adapter  |
| 32 | 2  | 3081489   | Seal Oil            |
| 33 | 2  | 156075    | Freeze Plug         |
| 34 | 2  | 3081529   | Plug Expansion      |
| 35 | 7  | 3007632   | Plug Expansion      |
| 36 | 2  | 205898    | Seal                |
| 37 | 1  | 4308682   | Seal Ring           |
| 38 | 1  | 4910190   | Gasket Cam Cover    |
| 39 | 4  | 206973    | Oil Cooler Core Ga  |
| 40 | 1  | 3065791   | Oil Cooler Gasket   |
| 41 | 3  | 4916741   | Seal O Ring         |
| 42 | 1  | 4918072   | Seal Injector       |
| 43 | 1  | 3102651   | Screw Head Cap      |
| 44 | 4  | 3028291   | O Ring              |
| 45 | 10 | 3331089   | Seal O Ring         |
| 46 | 1  | 3175623   | T Bolt Clamp        |
| 47 | 1  | 3073158   | Sleeve              |
| 48 | 1  | 140313    | T Bolt Clamp        |
| 49 | 1  | 3175623   | T Bolt Clamp        |
| 50 | 1  | 201048    | Connection Gasket   |
| 51 | 2  | 3004686   | Bushing             |
| 52 | 2  | P550949   | Filter Oil          |
| 53 | 1  | P552076   | Filter              |
| 54 | 8  | 3801677   | Bushing Cam         |
| 55 | 6  | 3096326RX | Recon Oil Pump      |
| 56 | 6  | 3804664   | Nozzle Piston       |
| 57 | 1  | 3202114   | Shaft               |
| 58 | 1  | 4025310   | Water Pump          |
| 59 | 1  | 4955664RX | Recon Turbocharger  |
| 60 | 6  | 3811995RX | Rod Connecting      |
| 61 | 6  | 4090028   | Piston Ring Set     |
| 62 | 1  | 4927220   | Core Aftercooler    |
| 63 | 6  | 4371779   | Liner Kit           |
| 64 | 1  | 2896916   | Tube Injector Fuel  |
| 65 | 5  | 2896821   | Tube Fuel Supply    |
| 66 | 6  | 4313887RX | Recon Cylinder Head |
| 67 | 1  | 3804705   | Kit Seal            |

|    |     |           |                     |
|----|-----|-----------|---------------------|
| 68 | 1   | 4953345   | Gear Idler          |
| 69 | 1   | 4978836   | Fuel Transfer Tube  |
| 70 | 2   | DBF5782   | Fuel Filter         |
| 71 | 6   | 2882077PX | Recon Fuel Injector |
| 72 | 1   | 4306517RX | Recon Fuel Pump     |
| 73 | 6   | 4955325   | Piston              |
| 74 | 1   | 5405990   | Upper Kit           |
| 75 | 1   | 4376513   | Lower Kit           |
| 76 | 1   | 4376514   | Lower Kit           |
| 77 | 120 | SVF       | Service Labor       |

***In-Frame Overhaul Estimate - subtotal.... \$122,706.38 Each***

Plus Any Unusable Castings  
And Any Required Machine Work

### CUSTOMER RESPONSIBILITIES

1. Providing a safe work environment for our service personnel
2. Providing crane services and/or services to facilitate material movement at the job site
3. Providing adequate space and working conditions to effectively execute the scope of work
4. Coordinating shipyard services
5. Delays not the fault of Force Power Systems, LLC
6. Delays due to shipyard orientation and safety classes
7. Providing adequate ventilation, compressed air for tooling, and lighting
8. Providing diesel fuel oil for cleaning
9. Removing and disposing of waste material and fluids associated with the engine services
10. Removing and replacing any interferences
11. Lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items

### COMMENTS

1. Prices are based on the return of useable like-cores for unit exchange items. Core charges would apply for exchange items that are non-rebuildable.
2. Travel Time, Mileage, Motel accommodations, per diem, incoming freight, waiting time and additional overtime **are not** included in the prices above and will be additional charges. Any other parts required will also be additional charges.
3. Items cleaned and inspected or reused are not covered under warranty.
4. Any applicable tax will be additional.
5. As a point of reference, *ForceBilt* Recon engines are assembled in our facilities in Houma, Louisiana or Harvey, Louisiana. We do not "farm out" our engine rebuilds.

6. Please keep in mind that **this is only an estimate** and the actual totals will likely vary.

## PAYMENT TERMS

The total payment is due **30 days** after receipt of invoice unless otherwise mutually agreeable payment terms are negotiated. Any payments made by credit card will result in additional charges.

This estimate will remain valid for **30 days** and may be extended with prior approval.

Thank you for giving us the opportunity to serve you. If you should have any questions or require further information, please feel free to contact Daniel, Blane, Hunter or me at your convenience.

Best regards,

Scott Crochet  
Special Projects  
For Force Power Systems, LLC

CC: Quotes@ForcePowerSystems.com

## Warranty:

1. Force Power Systems COMPANY L.L.C. - LIMITED PARTS WARRANTY - We do not manufacture parts, but we warrant that parts we sell or use in connection with service or repair work will be free from defects in material or workmanship. We do not warrant parts or assemblies that come with their own, manufacturer's warranties, but we will assign or pass-through any such warranties. We will, at our option and according to manufacturer's guidelines, repair or replace any parts which we find upon inspection to be defective in material or workmanship within the warranty period. But in no event will we be obliged to conduct warranty work after six (6) months from the date of the original work. Parts replaced under warranty are covered for the remainder of the warranty period on the original replaced part.

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THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY LOUISIANA LAW, INCLUDING REDHIBITION AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision of parts as specified above. We are not liable for, and you release us from, any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or any other direct, immediate, special, indirect, or consequential damages. Manufacturer's warranty information can be obtained upon request or by accessing the manufacturer's website.

Under NO circumstances will our liability exceed the amount of the original sale. Parts we sell or install, or the products into which they are incorporated, that are damaged as a result of abuse, misuse, improper repairs or maintenance, improper installation, overloading, negligence, alteration, modification, or accident will not be covered by this limited warranty. This warranty also does not cover freight charges of any kind, labor expenses, towing expenses, lost revenue, or rental expenses; unless covered by the manufacturer's warranty.

Return shipping and expenses are the responsibility of the customer. Our liability does not cover lost or stolen packages, mailed back by the customer, containing the parts being claimed under warranty. Because the customer is the shipper, he is the only one who can file any lost claim with the shipping company. Therefore, the claim must be coordinated and processed through the shipping company by the customer.

**3. Force Power Systems COMPANY L.L.C SERVICE WARRANTY ON "ON HIGHWAY TRUCKS" AND "COMMERCIAL ENGINES" - Force Power Systems Co., L.L.C. warrants all service work performed by it, to be free from workmanship defects for six (6) months after delivery. If a defect is found during that time, Force Power Systems Co., L.L.C. will repair said defect at no cost to the user at a place designated by Force Power Systems during regular working hours.**



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1983-B Grand Caillou Road      Houma, LA 70363-7086      Tel: 985.580.9978      Fax: 985.580.9982  
751 Peters Road      Harvey, La. 70058      Tel 504-355-4-56      fax 504-366-2038

**Date: 6/25/24**

**Labmar Ferry Services**

M/V Thomas Jefferson

Engine overhauls

To Whom It May Concern,

Force Power Systems has been servicing the M/V Thomas Jefferson for the past two years. Based on manufactures recommendations, both main engines, both generators engines, and the bow thruster engine are due for in-frame overhauls according to the service hours on each. It is Force Power Systems recommendation that these overhauls be performed while the ferry is in the ship yard to limit any further down time.

Each engine over haul would consist of replacing all cylinder kits, main and rod bearings, cylinder heads, turbochargers, and any other wear parts with new parts to insure optimal performance once the ferry is back in service.

Glen Cronian  
Service Manager  
[Glen.cronian@forcepowersystems.com](mailto:Glen.cronian@forcepowersystems.com)



You're On Your Way!

Request with ID: 279, it has been approved and thus not editable any longer. Please do not delete it.

**ROUTING:** Please review the "Email Routing assignments" and verify all approvers have email addresses selected or errors may occurred.

**EDITING:** please click the "Edit" button on very top left of this screen if you need to edit this 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.

**REQUEST ID:** 279

**Mode:** Final  
Approval

Default Email Routing Assignment \*

Check to see any reject comments

Click to see full log

**Status:** Approved

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

**Stage:** Document  
Generated

**Created By:** HONORE,  
ANITRA

Mon Jun  
24 2024 11:49:42 GMT-  
0500 (Central Daylight  
Time)

## EMAIL ROUTING ASSIGNMENTS

Dir/Dept Head Personnel  
Lookup \*

Roberto Lopez

Dept Head Full Name

#Roberto Lopez

Dept Head RTA Email \*

rlopez@rtaforward.org

Grants Personnel Lookup

Grants Team

Dir Grants Rep Full Name

#Grants Team

Dir Grants RTA Email \*

GrantsTeam@rtaforward.org

Budget Personnel Lookup

Budget Team

Budget Analyst Full Name

#Budget Team

Budget Analyst RTA Email \*

Budget@rtaforward.org

Safety Personnel Lookup

Safety Team

Chief Safety Full Name

#Safety Team

Chief Safety RTA Email \*

SafetyProcurementTeam@r

Risk Personnel Lookup

Risk Team

Risk Analyst Full Name

Risk Team

Risk Analyst RTA Email \*

RiskProcurementTeam@rta

SBE Personnel Lookup

SBE Team

Dir SBE Full Name

SBE Team

Dir SBE RTA Email \*

SBEProcurementTeam@rta

DBE Personnel Lookup

DBE Team

DBE/EEO Compliance Manager Name

#DBE Team

DBE/EEO Compliance Manager RTA Email \*

DBEProcurementTeam@rta

Chief Lookup \*

Justin Cayless

Chief Full Name

#Justin Cayless

Chief RTA Email \*

jcayless@rtaforward.org

Procurement Lookup

Procurement Team

Dir Procurement Full Name

#Procurement Team

Dir Procurement RTA Email \*

ProcurementDeptTeam@rt.

CFO Lookup

CFO Team

CFO Full Name

CFO Team

CFO RTA Email \*

CFO-Procurement-Approve

CEO Lookup

Lona E. Hankins

CEO Full Name

Lona E. Hankins

CEO RTA Email \*

lhankins@rtaforward.org

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

**Title:** ADMINISTRATIVE ANAYLST **Name:** HONORE, ANITRA **Email:** anhonore@rtaforward.org

RTA Phone Ext.  
Number \*

8332

**B. Contract Information**

Contract No.



Contract Title \*

AGREEMENT FOR FERRY SERVICE OPERATIONS AND MAINTENANCE

PO No. \*

N/A

Check to add attachments (Limited to 25MB)

Additional Contract Info Attachments



Signed long-term agreement RTA-LFS.pdf



2024 Ferry Purchased Transportation Budget.xlsx



Force Power Engine Overhaul.pdf

### C. Contract History

Original award value \*

\$ 10,978,119.00

Previously executed change order value

\$

Adjusted contract value

\$ 10,978,119.00

*Adjusted Contract Value prior to requested change order*

Current change order value \*

\$ 360,939.51

Revised contract value \*

\$ 11,339,058.51

*Revised Contract Value with current change order*

D. Justification of Change Order \*

Background:

The RTA approved the 2024 ferry budget for LabMar Ferry Services at a cost of \$10,978,119.00. The Thomas Jefferson (TJ) vessel, which services the Chalmette route, has been the sole boat on this route since March 2022.

Current Situation:

Due to the exclusive use of the Thomas Jefferson (TJ) vessel on the Chalmette route, it has reached the manufacturer's recommended service hours. This milestone necessitates an overhaul of all its engines to ensure continued safe and reliable operation. The cost to overhaul the engines is \$360,939.51.

Justification:

**Safety and Reliability:** The Thomas Jefferson (TJ) vessel has reached the manufacturer-recommended service hours for engine overhaul. Timely maintenance is crucial to prevent potential engine failures, which could pose safety risks to passengers and disrupt ferry services.

**Service Continuity:** The Chalmette route is currently dependent on a single vessel. Ensuring the Thomas Jefferson (TJ) remains operational is vital to maintaining uninterrupted service. Any unexpected downtime due to engine issues would severely impact the route and inconvenience passengers.

**Cost-Effectiveness:** Overhauling the engines now, as recommended by the manufacturer, is a proactive measure that can prevent more costly repairs or replacements in the future.

**Contractual Obligations:** As part of our long-term agreement with LabMar Ferry Services, LLC, it is essential to adhere to maintenance schedules and requirements. Approving this change order aligns with our commitment to uphold contract terms and ensure high standards of service.

Conclusion:

Approving the change order for LabMar Ferry Services, LLC, to cover the \$360,939.51 cost of overhauling the Thomas Jefferson (TJ) engines is essential for maintaining safe, reliable, and continuous ferry service on the Chalmette route. This proactive maintenance measure supports our operational goals and fulfills our contractual and safety obligations.

E. Type of Change Request \*

- Administrative
- Supplemental
- Termination

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

Responsibility Determination \*

ICE

Independent Cost Estimate

\$ 360,939.51

Ice Form or Other form is required \*

 ICE Form.pdf



Engine Overhaul - MV Thomas Jefferson Estimates.pdf

**G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):**

Director of Small Business Development  
**SBE TEAM**

DBE/EEO Compliance Manager  
**#DBE TEAM**

H. Specification of Authorized Grant is Required?

- Yes
- No

Director of Grants / Federal Compliance

**#GRANTS TEAM**

### I. Funding Source

Funding Type \*

- Federal
- State
- Local
- Other

Budget Analyst

**#BUDGET TEAM**

Available Federal funding

\$

Available State Funding \*

\$ 360,939.51

Available Local Funding

\$

Available Other Funding

\$

Revised Projected Federal cost

\$

Revised Projected State Cost \*

\$ 360,939.51

Revised Projected Local Cost

\$

Revised Projected Other Cost

\$

Total Available Funding

\$ 360,939.51

Revised Projected total cost

\$ 360,939.51

Revised Contract Value Entered

\$ 11,339,058.51

**Capital Project (Requires a Project ID#)**

- Is Capital projects review required?

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

Budget Code - 1 \*

01-6100-02-9314-051-07-00-00000-00000

FTA Grant - 1

Budget Code - 2

FTA Grant - 2

Budget Code - 3

FTA Grant - 3

Budget Code - 4

FTA Grant - 4

## J. Safety/Security and Risk

Include Safety Review and Approval is Required

Yes

Safety Chief

#SAFETY TEAM

Check to add Safety Attachments

Include STD Insurance Provisions is Required

Yes

Risk Management Analyst

RISK TEAM

Check to add Risk Attachments

## Department Representative

I have reviewed this form and the attachments provided and by inputing my name below I give authority to the above stated department representative to proceed.

Input Rep fullname \*

Anitra M Honore'

Date \*

Jun 24, 2024





## Purchase Order RTAP\_00651

*Supplier Details:*

Company LABMAR FERRY SERVICES LLC  
Contact  
Address 601 POYDRAS STREET  
SUITE 1725  
NEW ORLEANS, LA 70130

*Submit your response to:*

Company Regional Transit Authority  
Contact Leah McCraw  
Address 2817 Canal Street  
NEW ORLEANS, LA 70119  
Phone  
Fax  
E-mail [lmccraw@rtaforward.org](mailto:lmccraw@rtaforward.org)

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

This agreement between Regional Transit Authority and LABMAR FERRY SERVICES LLC is authorized for binding commitment. The parties hereto have read and executed this agreement as of Monday, July 08, 2024.

# Purchase Order RTAP\_00651

|                   |                   |
|-------------------|-------------------|
| Order             | RTAP_00651        |
| Order Date        | 08-JUL-2024       |
| Change Order      | 0                 |
| Change Order Date | 08-JUL-2024       |
| Revision          | 0                 |
| Ordered           | 10,978,119.00 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 |
|                         | <b>8702960</b>  | <b>Net 30</b> |               |                                     |                 |
| Confirm To              |                 |               |               | Deliver To Contact                  |                 |
| <b>Leah McCraw</b>      |                 |               |               | <b>Anitra Honore</b>                |                 |
|                         |                 |               |               | <b>E-mailanhonore@rtforward.org</b> |                 |

| Line | Item   | Price  | Quantity | UOM               | Ordered             | Taxable |
|------|--|--|----------|-------------------|---------------------|---------|
| 1    | 2024 LabMar Ferry Budget<br>(Vehicle Operations-Operators)         | 4,081,795.00   |          | USD               |                     |         |
|      |  | <b>Promised</b>  | 1        | USD               | 4,081,795.00        |         |
|      |  | <b>Requested</b>   |          |                   |                     |         |
|      |  | 6/24/24  |          |                   |                     |         |
|      |  | <b>Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.</b> |          |                   |                     |         |
|      |  |  |          | <b>Line Total</b> | <b>4,081,795.00</b> |         |
| 2    | 2024 LabMar Ferry Budget<br>(Vehicle Maintenance-Vessel Servicing) | 55,028.00  |          | USD               |                     |         |
|      |  | <b>Promised</b>  | 1        | USD               | 55,028.00           |         |

# Purchase Order RTAP\_00651

| Line | Item   | Price            | Quantity | UOM | Ordered           | Taxable             |
|------|--|------------------|----------|-----|-------------------|---------------------|
|      |  | <b>Requested</b> |          |     |                   |                     |
|      |  | 6/24/24          |          |     |                   |                     |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.            |                  |          |     |                   |                     |
|      |  |                  |          |     | <b>Line Total</b> | <b>55,028.00</b>    |
| 3    | 2024 LabMar Ferry Budget<br>(Vehicle Maintenance Vessel<br>Repairs)                                | 1,206,891.00     |          | USD |                   |                     |
|      |  |                  | 1        | USD |                   | 1,206,891.00        |
|      |  | <b>Requested</b> |          |     |                   |                     |
|      |  | 6/24/24          |          |     |                   |                     |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.            |                  |          |     |                   |                     |
|      |  |                  |          |     | <b>Line Total</b> | <b>1,206,891.00</b> |
| 4    | 2024 LabMar Ferry Budget<br>(Vehicle Maintenance-Vessel<br>Damage Repairs & Insurance)             | 1,354,222.00     |          | USD |                   |                     |
|      |  |                  | 1        | USD |                   | 1,354,222.00        |
|      |  | <b>Requested</b> |          |     |                   |                     |
|      |  | 6/24/24          |          |     |                   |                     |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.            |                  |          |     |                   |                     |
|      |  |                  |          |     | <b>Line Total</b> | <b>1,354,222.00</b> |
| 5    | 2024 LabMar Ferry Budget<br>(Vehicle Maintenance-Service<br>Vehicles; Servicing & Fuel)            | 16,255.00        |          | USD |                   |                     |
|      |  |                  | 1        | USD |                   | 16,255.00           |
|      |  | <b>Requested</b> |          |     |                   |                     |
|      |  | 6/24/24          |          |     |                   |                     |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.            |                  |          |     |                   |                     |
|      |  |                  |          |     | <b>Line Total</b> | <b>16,255.00</b>    |
| 6    | 2024 LabMar Ferry Budget<br>(Vehicle Maintenance-Service<br>Vehicles; Inspection &<br>Maintenance) | 12,801.00        |          | USD |                   |                     |



# Purchase Order RTAP\_00651

| Line | Item  | Price                       | Quantity | UOM | Ordered           | Taxable           |
|------|---|-----------------------------|----------|-----|-------------------|-------------------|
|      |   | <b>Promised</b>             | 1        | USD |                   | 12,801.00         |
|      |   | <b>Requested</b><br>6/24/24 |          |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |                             |          |     |                   |                   |
|      |   |                             |          |     | <b>Line Total</b> | <b>12,801.00</b>  |
| 7    | 2024 LabMar Ferry Budget<br>(Facility Maintenance- Structures)                          | 164,779.00                  |          | USD |                   |                   |
|      |   | <b>Promised</b>             | 1        | USD |                   | 164,779.00        |
|      |   | <b>Requested</b><br>6/24/24 |          |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |                             |          |     |                   |                   |
|      |   |                             |          |     | <b>Line Total</b> | <b>164,779.00</b> |
| 8    | 2024 LabMar Ferry Budget<br>(Facility Maintenance- Passenger Stations)                  | 86,444.00                   |          | USD |                   |                   |
|      |   | <b>Promised</b>             | 1        | USD |                   | 86,444.00         |
|      |   | <b>Requested</b><br>6/24/24 |          |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |                             |          |     |                   |                   |
|      |   |                             |          |     | <b>Line Total</b> | <b>86,444.00</b>  |
| 9    | 2024 LabMar Ferry Budget<br>(Facility Maintenance- Garage Shop)                         | 47,157.00                   |          | USD |                   |                   |
|      |   | <b>Promised</b>             | 1        | USD |                   | 47,157.00         |
|      |   | <b>Requested</b><br>6/24/24 |          |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |                             |          |     |                   |                   |
|      |   |                             |          |     | <b>Line Total</b> | <b>47,157.00</b>  |

# Purchase Order RTAP\_00651

| Line | Item  | Price      | Quantity                    | UOM | Ordered           | Taxable           |
|------|---|------------|-----------------------------|-----|-------------------|-------------------|
| 10   | 2024 LabMar Ferry Budget<br>(Facility Maintenance- GA Office)                           | 63,216.00  |                             | USD |                   |                   |
|      |   |            | <b>Promised</b>             | 1   | USD               | 63,216.00         |
|      |   |            | <b>Requested</b><br>6/24/24 |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |            |                             |     |                   |                   |
|      |   |            |                             |     | <b>Line Total</b> | <b>63,216.00</b>  |
| 11   | 2024 LabMar Ferry Budget<br>(Vehicle Operations-System Security)                        | 329,736.00 |                             | USD |                   |                   |
|      |   |            | <b>Promised</b>             | 1   | USD               | 329,736.00        |
|      |   |            | <b>Requested</b><br>6/24/24 |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |            |                             |     |                   |                   |
|      |   |            |                             |     | <b>Line Total</b> | <b>329,736.00</b> |
| 12   | 2024 LabMar Ferry Budget<br>(Promotion)   | 1,958.00   |                             | USD |                   |                   |
|      |   |            | <b>Promised</b>             | 1   | USD               | 1,958.00          |
|      |   |            | <b>Requested</b><br>6/24/24 |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |            |                             |     |                   |                   |
|      |   |            |                             |     | <b>Line Total</b> | <b>1,958.00</b>   |
| 13   | 2024 LabMar Ferry Budget<br>(Injuries & Damages)  | 17,363.00  |                             | USD |                   |                   |
|      |   |            | <b>Promised</b>             | 1   | USD               | 17,363.00         |
|      |   |            | <b>Requested</b><br>6/24/24 |     |                   |                   |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |            |                             |     |                   |                   |

# Purchase Order RTAP\_00651

| Line  | Item   | Price                       | Quantity | UOM               | Ordered             | Taxable |
|---|--|-----------------------------|----------|-------------------|---------------------|---------|
|   |  |                             |          | <b>Line Total</b> | <b>17,363.00</b>    |         |
| 14  | 2024 LabMar Ferry Budget<br>(General Insurance)        | 1,232,149.00                |          | USD               |                     |         |
|   |  | <b>Promised</b>             | 1        | USD               | 1,232,149.00        |         |
|   |  | <b>Requested</b><br>6/24/24 |          |                   |                     |         |
| Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |  |                             |          |                   |                     |         |
|   |  |                             |          | <b>Line Total</b> | <b>1,232,149.00</b> |         |
| 15  | 2024 LabMar Ferry Budget<br>(Personnel Administration) | 43,386.00                   |          | USD               |                     |         |
|   |  | <b>Promised</b>             | 1        | USD               | 43,386.00           |         |
|   |  | <b>Requested</b><br>6/24/24 |          |                   |                     |         |
| Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |  |                             |          |                   |                     |         |
|   |  |                             |          | <b>Line Total</b> | <b>43,386.00</b>    |         |
| 16  | 2024 LabMar Ferry Budget (Data<br>Processing)          | 55,847.00                   |          | USD               |                     |         |
|   |  | <b>Promised</b>             | 1        | USD               | 55,847.00           |         |
|   |  | <b>Requested</b><br>6/24/24 |          |                   |                     |         |
| Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |  |                             |          |                   |                     |         |
|   |  |                             |          | <b>Line Total</b> | <b>55,847.00</b>    |         |
| 17  | 2024 LabMar Ferry Budget<br>(Finance & Accounting)     | 14,107.00                   |          | USD               |                     |         |
|   |  | <b>Promised</b>             | 1        | USD               | 14,107.00           |         |
|   |  | <b>Requested</b><br>6/24/24 |          |                   |                     |         |

# Purchase Order RTAP\_00651

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

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

**Line Total** 14,107.00

18 2024 LabMar Ferry Budget (General Function) 114,724.00 USD

**Promised** 1 USD 114,724.00

**Requested**  
6/24/24

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

**Line Total** 114,724.00

19 2024 LabMar Ferry Budget (Management Fee) 2,080,261.00 USD

**Promised** 1 USD 2,080,261.00

**Requested**  
6/24/24

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

**Line Total** 2,080,261.00

**Total** 10,978,119.00

# Regional Trans

CY2024 Appro

Non-Payroll Opera

Department:

| Account Number                       | Account Description                   |
|--------------------------------------|---------------------------------------|
| 01-6100-02-9314-031-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-051-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-061-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-062-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-081-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-091-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-122-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-123-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-125-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-127-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-161-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-163-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-165-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-167-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-169-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-170-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-171-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-176-0700-00000-00000 | Purchased Transportation              |
| 01-6100-02-9314-181-0700-00000-00000 | Purchased Transportation              |
|                                      | <b>Total Purchased Transportation</b> |

# Port Authority

## Approved Budget

### Operating Accounts

| Marine                 |  |
|------------------------|--|
| CY2024 Approved Budget | Description of Expense   |
| \$ 4,081,795           | Vehicle Operations - Operators   |
| \$ 55,028              | Vehicle Maintenance - Vessel Servicing   |
| \$ 1,206,891           | Vehicle Maintenance - Vessel Repairs   |
| \$ 1,354,222           | Vehicle Maintenance -Vessel Damage Repairs and Insurance   |
| \$ 16,255              | Vehicle Maintenance - Service Vehicles (Servicing and Fuel)  |
| \$ 12,801              | Vehicle Maintenance - Service Vehicles (Inspection and Maintenance)  |
| \$ 164,779             | Facility Maintenance - Structures  |
| \$ 86,444              | Facility Maintenance - Passenger Stations  |
| \$ 47,157              | Facility Maintenance - Garage/Shop*  |
| \$ 63,216              | Facility Maintenance - GA Office*  |
| \$ 329,736             | Vehicle Operations - System Security   |
| \$ 1,958               | Promotion  |
| \$ 17,363              | Injuries & Damages   |
| \$ 43,386              | Personnel Administration   |
| \$ 1,232,149           | General Insurance  |
| \$ 55,847              | Data Processing  |
| \$ 14,107              | Finance and Accounting   |
| \$ 2,080,261           | 1. Management fee is based on 10% if the fixed and variable fees on the CURRENT not to exceed contract budget for CY2023 (\$8,957,012). Plus 10% of estimated: deductible; unscheduled repairs; surge services costs (\$1,078,901). 2. Office Management and Services (\$1,094,186). |
| \$ 114,724             | General Function   |
| <b>\$ 10,978,119</b>   |  |



Board Report and Staff Summary

File #: 24-054

Board of Commissioners

Award Contract to CTE for Lo/No PM Services

|   |   |
|---|---|
| DESCRIPTION: Requesting Board authorization to award the contract to CTE for Project Management Services for Zero-Emission Resilient Fleet Project                            | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to the Center for Transportation and the Environment (CTE) to provide project management services for the implementation of RTA’s Zero-Emission Resilient Fleet project in an amount not-to-exceed \$731,000 for a project duration not-to-exceed four years.

ISSUE/BACKGROUND:

In Spring 2023, RTA was awarded a major FY23 Lo/No Vehicle Emission Grant by the Federal Transit Administration (FTA). The \$72.5 million award will fund a major effort to transition to a zero-emission, resilient fleet with 20 Battery Electric Buses (BEBs), a 20MW solar power-based microgrid for grid-independent power generation, charging infrastructure, and workforce development. This project is called the “Zero-Emission, Resilient Fleet”, Project # 2023-FL-02.

In order to streamline the project delivery process, the FTA authorized transit agencies to include partnerships with other entities in the grant application that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. Per the FTA grant, “if an application that involves such a partnership is selected for funding, the project will be deemed to satisfy the requirement for a competitive procurement.”

To best deliver the implementation of this major project, RTA identified and included the Center for Transportation and the Environment (CTE) as a partner in its FY23 Lo/No grant application to provide consulting services for project management. RTA selected CTE, a 501(c)(3) non-profit, based on their mission to support the transition to sustainable transportation and extensive relevant experience working with dozens of transit agencies to development and implement zero-emission vehicle transitions.

This award is a key component of the RTA’s initiative aligned with the Agency’s *Strategic Mobility Plan (SMP)*: Goal - “Innovate”; Strategy - “Reduce RTA’s environmental impact”; Actions SH1 and SH2.

DISCUSSION:

Given the unique competitive selection guidance established by FTA that was imbedded in the grant, staff utilized the agency's process for sole-source procurement. The approved form is attached to this report. The contract with CTE to provide the below deliverables will be managed by the Capital Projects Department.

CTE's project management consulting services will deliver the following as part of the scope of services:

- Project Planning
  - Project Kick Off Meeting Agendas, Presentations and Minutes
  - Project Workbook
- Requirements Analysis
  - East Garage Bus and Route Analysis Modeling Presentation
  - East Garage Charge Modeling Presentation
  - East Garage Rate Modeling Presentation
  - A Phillip Randolph Bus and Route Analysis Modeling Presentation
  - A Phillip Randolph Charge Modeling Presentation
  - A Phillip Randolph Rate Modeling Presentation
- Bus Procurement and Build
  - CTE Review of Technical Specifications for Buses
  - CTE Review of Bus Contract
  - Pre-Award Buy America Audits
  - Post-Delivery Buy America Audits
  - Inspection Reports
- Infrastructure Procurement, Design, and Build
  - CTE Review of Technical Specifications for Chargers
- Bus and Infrastructure Deployment
  - Validation Test Plan
  - Validation Test Report
  - Updates to Operating and Charging Recommendations Document as Needed
- Deployment Validation and Key Performance Indicators



- KPI Workshop Agenda, Presentation and Meeting Minutes
- Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)
- Monthly or Quarterly KPI Reports
- Project Close Out
  - Final Report
- Project Management, Administration, Reporting, and Control
  - Monthly installments of status reports

These services will be provided over the life of the project that is scheduled for no longer than four (4) years.

**FINANCIAL IMPACT:**

The total amount for the project management services is not-to-exceed \$731,000 and will be funded by the FTA FY23 Lo/No Emission Grant in an amount not-to-exceed \$544,100 and by local RTA funds in an amount not-to-exceed \$186,900 from the capital budget over four (4) years, budget code 01-0000-00-1501-000-00-00000-00000-00.

**NEXT STEPS:**

Execute a finalized contract with the Center for Transportation and the Environment and issue a Notice to Proceed to kick off the project.

**ATTACHMENTS:**

1. CTE Contract Scope of Work
2. Zero-Emission Resilient Fleet Project Budget
3. Approved Sole Source Justification for CTE
4. Board Resolution

Prepared By: Dwight Norton, dnorton@ртаforward.org  
Title: Chief Planning & Capital Projects Officer

Reviewed By: Ryan Moser, rmoser@ртаforward.org  
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
Title: Chief Finance Officer

*Lona Edwards Hankins*

7/30/2024

Lona Edwards Hankins  
Chief Executive Officer

Date



**Regional Transit Authority  
SOLE SOURCE JUSTIFICATION FORM  
FOR TRANSACTION OVER \$25,000**

**FOR PROCUREMENT USE ONLY:**

**FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately considering the standards of subparagraph 3.i(1)(b) of this Chapter. This procurement can be defined as any contract entered without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. FTA expects this sole source justification to be in writing.**

1. The materials/services listed on Requisition number # is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

2. This acquisition is restricted to the following source:

|   |   |
|---|---|
| <b>MANUFACTURER</b>                     |   |
| Manufacturer Name                       | Center for Transportation and the Environment (CTE) |
| Manufacturer Address                    | 730 Peachtree Street, Suite 450 Atlanta, GA 30308   |
| Manufacturer's Dealer/Representative    | Daniel Dobbs  |
| Dealer/Representative address and Phone | 730 Peachtree Street, Suite 450 Atlanta, GA 30308;  |

3. Description of the materials/service required, the estimated cost, and required delivery date.

|                            |   |
|----------------------------|---|
| <b>DESCRIPTION</b>         |   |
| Materials/Services/Product | Center for Transportation and the Environment (CTE) |
| Estimated Cost             | \$731,000.00  |
| Required Delivery Date     | June 30, 2027                                       |

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system

**A sole-source is justified as FTA's competitive selection requirements have been met through the competitive grant application process funding these services.**

**From the NOFO for the grant funding this procurement (attached), Section C.1. "As permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)), an applicant proposing a low or no emission project under both the Buses and Bus Facilities Program and the Low-No Program... may include partnerships with other entities that intend to participate**



in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the project will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities."

The selected vendor, CTE, was a named partner in RTA's grant application to provide consulting services for project management. Grant application materials show CTE as name partner are attached: Supplemental Form (see Partnership Provisions section) and Attachment H - Letters of Commitment.

The draft scope of services for the contract between RTA and CTE with budget information is also attached and well within the ICE estimate.

5. Reason for sole-source

**Other information to support sole-source**

**(a) Sole Source.** When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

**Unique Capability or Availability  
Unique or Innovative Concept**

**CERTIFICATION**

I certify that statements checked, and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

|               |   |
|---------------|---|
| REQUESTOR     |   |
| Request ID #  | 202                                       |
| Name          | NORTON, DWIGHT                            |
| Title         | CHIEF PLANNING & CAPITAL PROJECTS OFFICER |
| RTA Extention | 8338                                      |

*NORTON, DWIGHT*

June 26, 2024

**Requestor**

**Date**

A. I have reviewed this form and the attachments provided and by signing below I give authority to the above



stated department representative to proceed as lead in the procurement process.

Department Head: **Christopher H. Cook**

Christopher H. Cook

June 27 2024

Signature

Date

**B. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Yes

Director of Grants/ Federal Compliance : **Dwight Daniel Norton**

Dwight Daniel Norton

July 08 2024

Signature

Date

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

Additional Safety Requirements Attached

Chief: **Michael J. Smith**

Michael J. Smith

July 10 2024

Signature

Date

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: **Marc L Popkin**

Marc L Popkin

July 10 2024

Signature

Date

**D. Funding Source:**

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

Multiple Years allocation if required:

| Year   | Amount       |
|--------|--------------|
| Year-1 | \$150,000.00 |



|                        |                     |
|------------------------|---------------------|
| Year-2                 | \$240,000.00        |
| Year-3                 | \$240,000.00        |
| Year-4                 | \$101,000.00        |
| Year-5                 | \$0.00              |
| <b>Total all years</b> | <b>\$731,000.00</b> |

**Estimated Amount:** \$731,000.00

**Total Estimated Cost:** \$731,000.00

**Funding Type:** Federal, Local

**Capital/Grant Project ID:** 2023-FL-02

| Federal Funding    | State | Local           | Other |
|--------------------|-------|-----------------|-------|
| \$71,439,261.00    |       | \$10,243,423.00 |       |
| Projected Fed Cost | State | Local           | Other |
| \$544,100.00       |       | \$186,900.00    |       |

| FTA Grant IDs                  | Budget Codes                      |
|--------------------------------|-----------------------------------|
| FY23 Low/No Vehicles Emissions | 1-0000-00-1501-000-00-00000-00000 |
|                                |                                   |
|                                |                                   |
|                                |                                   |

**Budget Analyst:** Divya Prem

*Divya Prem*

Signature

June 27 2024

Date

**E. DBE/SBE GOAL:**

|   |                  |
|---|------------------|
| 0 | % DBE            |
| 0 | % Small Business |

**Director of Small Business Development:**

Adonis Charles Expose

*Adonis Charles Expose*

Signature

July 12 2024

Date

**DBE/EEO Compliance Manager::**

Adonis Charles Expose

*Adonis Charles Expose*

Signature

July 12 2024

Date



---

**F. Information Technology Vetting:**

**IT Director: Sterlin J. Stevens**

*Sterlin J. Stevens*

**Signature**

July 15, 2024

**Date**

---

**G. Authorizations: I have reviewed and approved this sole source justification request.**

**Chief: Dwight Daniel Norton**

*Dwight Daniel Norton*

**Signature**

July 10 2024

**Date**

---

**Director of Procurement: Ronald Gerard Baptiste**

*Ronald Gerard Baptiste*

**Signature**

July 15 2024

**Date**

---

**Chief Financial Officer:: Required if Total Cost above \$15K**

**Gizelle Johnson Banks**

*Gizelle Johnson Banks*

**Signature**

July 16 2024

**Date**

---

**Chief Executive Officer:: Required if Total Cost above \$50K**

**Lona Edwards Hankins**

*Lona Edwards Hankins*

**Signature**

July 17 2024

**Date**

---

## Statement of Work

CTE will use its Zero-Emission Smart Deployment Methodology to guide this project. Through eight primary phases, our methodology was designed to help agencies understand ZEB technologies and how to successfully deploy them. This Statement of Work (SOW) details these eight phases of the project and the specific tasks CTE will complete to support the New Orleans Regional Transit Authority (RTA) in the deployment of twenty battery electric buses purchased through state contract for their 2023 Low-No project. This SOW also includes CTE’s project controls and risk managing procedures to guide the effective and efficient management of this project. Each phase includes a brief summary of the activities included in this phase of the project and an estimated time to complete. Each phase also includes a description of the services provided by CTE during that phase and the associated CTE deliverables including payment type and value. A summation table of the phases and CTE milestones can be found at the end of this SOW.

### Phase 1: Project Planning

Estimated Time to Complete: 2 months  
Phase 1 CTE Fee Total: \$36,000

CTE developed a high-level schedule as part of the 2023 Low-No grant proposal that includes estimated durations for all project phases. CTE will work with each team member to refine the general schedule from the proposal to incorporate specific project goals and constraints.

Under Phase 1, CTE will also work with RTA, their chosen BEB OEM and other partners to finalize the project scope, approach, and timeline to define tasks, roles and responsibilities, and preliminary risks.

Phase 1 will result in a formal kickoff of the project with all stakeholders and project team members. The goal of the kickoff is to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

CTE will develop a project workbook that will outline these project goals and objectives, scope, and approach that will guide the execution of deliverables of the project. The workbook will define the key milestones, as well as activities and tasks, and timeline for the project.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverable   | Billing Frequency                  | Fee      |
|----|---|------------------------------------|----------|
|    | Project Kick Off Meeting Agendas, Presentations and Minutes | One-time at deliverable completion | \$30,000 |
|    | Project Workbook  | One-time at deliverable completion | \$6,000  |
|    |   | Total                              | \$36,000 |



## *Phase 2: Requirements Analysis*

Estimated Time to Complete: 4 months

Phase 2 CTE Fee Total: \$110,000

This task includes bus modeling, route simulation, charge modeling, rate modeling, and confirmation of the technical specifications for the bus and charging equipment at EAST Garage and A. Phillip Randolph Garage.

CTE will determine the detailed requirements for the buses to reliably complete service, and develop deployment options that may influence operating costs, quality of service, or reliability. CTE's task for this phase are discussed below.

### ***Bus and Route Analysis***

CTE will collect route data on existing RTA buses using GPS data loggers to capture time, distance, speed, acceleration, location, and grade. CTE will also collect local environmental conditions, passenger loading profiles, route planning details, and blocking schedules from RTA. CTE will model the selected RTA routes and a generic battery electric bus under a full range of operating conditions to predict the performance and energy consumption of the bus on the selected routes. The model uses powertrain simulation software developed by Argonne National Laboratory and modified by CTE to include OEM-supplied powertrain specifications. If those specifications are not provided by the vehicle OEM, CTE shall approximate the specifications and calibrate to Altoona test results.

Bus modeling is critical to battery electric bus deployments because range and charging needs can be highly dependent on route, traffic and weather conditions. CTE will use the results of the bus modeling to evaluate charging time requirements, inform the technical specifications of the buses and chargers, validate that the buses will perform as expected in RTA's specific operating conditions, and identify risks in the current deployment plans along with corresponding corrective actions.

### ***Charge and Utility Rate Modeling***

CTE will use the energy consumption requirements determined during the Bus and Route Analysis to develop charging schedules based on various possible charging strategies (e.g. on-route only, on-route with depot backup, primary depot charging with on-route range extension charging). CTE will then develop an electrical utility rate model to evaluate the potential electrical loads, consumption, and cost implications of the various charging strategies using the applicable electrical utility rate schedules.

Based on the results of this analysis, CTE will evaluate the tradeoffs between cost, on-time performance, headway and reliability for the various strategies developed to support RTA in selecting the optimal deployment approaches based on their specific goals.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables   | Billing Frequency                  | Fee      |
|----|--|------------------------------------|----------|
|    | East Garage Bus and Route Analysis Modeling Presentation | One-time at deliverable completion | \$29,000 |
|    | Charge Modeling Presentation                             | One-time at deliverable completion | \$13,000 |
|    | Rate Modeling Presentation                               | One-time at deliverable completion | \$13,000 |
|    |  | Total                              | \$55,000 |

| ID | Deliverables   | Billing Frequency                  | Fee      |
|----|--|------------------------------------|----------|
|    | A Phillip Randolph Garage Bus and Route Analysis Modeling Presentation | One-time at deliverable completion | \$29,000 |
|    | Charge Modeling Presentation   | One-time at deliverable completion | \$13,000 |
|    | Rate Modeling Presentation   | One-time at deliverable completion | \$13,000 |
|    |  | Total                              | \$55,000 |

### *Phase 3: Bus Procurement and Build*

Estimated Time to Complete: 12 months

Phase 3 CTE Fee Total: \$106,000

In phase 3, CTE will assist RTA with an evaluation of the available state contracts and conduct a technical evaluation of the bus models available through state contracts. In this phase of the project, RTA, with assistance from CTE will finalize the bus specification and other documents required for bus procurement from the chosen Bus OEM. CTE will review RTA’s specifications for potential risks based on their experience with zero emission buses. Prior to the contract awards to the chosen Bus OEM , CTE’s subcontractor will conduct a Pre-Award Buy America Audit and deliver the results to RTA.

RTA will execute procurement contracts with the chosen Bus OEM. The chosen Bus OEM will submit their final design for RTA approval before proceeding with production. RTA and CTE will participate in a pre-production with the chosen Bus OEM’s to confirm the design, and review quality control, quality assurance, and production procedures that will be in place for this order. Once the buses enter the production line, RTA and CTE will meet with the chosen Bus OEM regularly during the bus build to track progress. The phase will end with the delivery of the buses.

CTE’s subcontractor will provide periodic inspection services. The goal of the inspection is to ensure that the buses meet RTA’s specifications and that the chosen Bus OEM is adhering to

their quality control and quality assurance standards. RTA will conduct pre-delivery inspection and approve buses for delivery and post-delivery acceptance inspections. These efforts are consistent with both the Inspection and Test and Inspection and Test Status elements of FTA’s Quality Management System.

After delivery, CTE’s subcontractor will conduct a Post-Delivery Buy America Audit to ensure the buses meet Buy America requirements.

Throughout this phase of the project, CTE will provide guidance and oversight to RTA on bus procurement, design and manufacturing. CTE fees for providing these advisory services are included in the monthly project management fee and described in more detail in Phase 8.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables   | Billing Frequency                   | Fee       |
|----|--|-------------------------------------|-----------|
|    | CTE Review of RTA Technical Specifications for Buses | One-time at deliverable completion  | \$30,000  |
|    | CTE Review of RTA Bus Contract                       | One-time at deliverable completion  | \$10,000  |
|    | Pre-Award Buy America Audits                         | One-time at deliverable completion  | \$8,000   |
|    | Post-Delivery Buy America Audits                     | One-time at deliverable completion  | \$8,000   |
|    | Inspection Reports                                   | TBD based on final inspection scope | \$50,000  |
|    |  | Total                               | \$106,000 |

*Phase 4: Infrastructure Procurement, Design, and Build*

Estimated Time to Complete: 12 months  
 Phase 4 CTE Fee Total: \$16,000

This phase of the project includes all necessary steps to procure, design, build and install the charging infrastructure. RTA and CTE will begin with developing a charging specification and other documents required for procurement of chargers. CTE will begin this phase by taking the results of the previous phases and formalizing results into requirements. CTE will finalize the quantity and configuration of chargers as well as provide analysis for recommended charger to dispenser ratio.

CTE, Jacobs, and the chosen OEM will work with RTA during this task to finalize site concepts for the depot charging stations and on route charging at the Downtown Transfer Center (DTC). RTA will also be supported by CTE, Jacobs and OEMs in the installation of an electric microgrid in order to improve resilience after natural disasters. CTE will support RTA project lead(s) in technical oversight, owner’s representation advisory, and project management of the design and installation of the equipment. The

project team shall also meet with the local electrical utility to review charging requirements and site plans to ensure there are no issues with utility service to the facility. RTA shall procure services for design services and site engineering (including civil, electrical, and mechanical), permitting, construction, and equipment installation, as needed, from Jacobs. Once site preparation is completed and the charging equipment has been installed, Jacobs shall coordinate site inspection by the utility and the local authority having jurisdiction. Jacobs will conduct grid-side commissioning after inspection and approval to energize is provided. Once the battery electric buses are delivered, the chosen OEM will commission the equipment for charging operations with their buses.

Once the battery electric buses are delivered, the chosen Bus OEM and Heliox will commission the equipment for charging operations with their buses.

As referenced in the narrative above, CTE will provide guidance, oversight and coordination to RTA throughout this phase of the project. CTE fees for providing these advisory services are included in the monthly project management fee and described in more detail in Phase 8.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables  | Billing Frequency                  | Fee      |
|----|---|------------------------------------|----------|
|    | CTE Review of Technical Specifications for Chargers | One-time at deliverable completion | \$16,000 |
|    |   | Total                              | \$16,000 |

*Phase 5: Bus and Infrastructure Deployment*

Estimated Time to Complete: 2 months  
Phase 5 CTE Fee Total: \$38,000

RTA and CTE will work to develop a plan for post-delivery acceptance and performance validation testing, as well as for beginning revenue service. This plan will include post-delivery inspection process, bus testing and acceptance, operator, maintenance, and first responder training schedules, and performance validation procedures.

RTA will conduct post-delivery inspections and acceptance testing. RTA staff will receive the necessary training to operate and maintain the vehicles from the chosen Bus OEM and charging equipment from Heliox.

CTE will work with RTA to validate the performance and operation of the buses and charging stations through CTE’s performance validation test cycles. CTE will develop a validation test plan to compare against modeled performance and determine if any operational changes are needed. The plan will provide for operating buses along the plan route(s) under controlled conditions (ambient temperature, HVAC load, passenger load, traffic patterns, etc.).

CTE will conduct on-site validation testing based on the aforementioned plan and provide a validation test report to RTA. The report will include operational metrics as well as qualitative

assessments of any issues that occur during validation. CTE will use the test results to support RTA in finalizing the deployment strategy and schedules based on real world performance. This phase will close with the buses entering revenue service.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables           | Billing Frequency                  | Fee      |
|----|------------------------|------------------------------------|----------|
|    | Validation Test Plan   | One-time at deliverable completion | \$6,000  |
|    | Validation Test Report | One-time at deliverable completion | \$32,000 |
|    |                        | Total                              | \$38,000 |

*Phase 6: Deployment Validation and Key Performance Indicators*

Estimated Time to Complete: 16 months  
Phase 6 CTE Fee Total: \$96,000

After revenue service of the buses begins, CTE will collect, analyze, and report on Key Performance Indicators (KPIs) as a method of deployment validation to help track and understand the performance of BEBs for a period of 12 months each. These metrics will allow RTA to fully understand operational metrics to determine if the projected benefits have been realized from the deployment of the electric buses, including impact on emissions, reductions in fuel consumption and cost, reductions in maintenance and costs, and any potential increase in ridership.

CTE will conduct a reporting workshop with RTA to determine the KPIs they wish to capture and the procedures for collecting data.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables  | Billing Frequency  | Fee      |
|----|---|--|----------|
|    | KPI Workshop Agenda, Presentation and Meeting Minutes | One-time at deliverable completion                       | \$6,000  |
|    |   |  | \$6,000  |
|    | Monthly or Quarterly KPI Reports                      | Monthly or quarterly installments over a 12 month period | \$84,000 |
|    |   | Total  | \$96,000 |

*Phase 7: Project Close Out*

Estimated Time to Complete: 2 months  
Phase 7 CTE Fee Total: \$14,000

After the data collection period is over, CTE will issue a final report summarizing project results, findings, and lessons learned. RTA will close out the project with FTA.

CTE’s deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

| ID | Deliverables | Billing Frequency                  | Billing Frequency Fee |
|----|--------------|------------------------------------|-----------------------|
|    | Final Report | One-time at deliverable completion | \$14,000              |
|    |              | Total                              | \$14,000              |

*Phase 8: Project Management, Administration, Reporting, and Control*

Estimated Time to Complete: 3.5 years  
 Phase 8 Fee Total: \$315,000

CTE will manage the entire deployment project including deployment planning; bus specification development; charger selection; infrastructure planning and procurement support; and final deployment. Project management will include but is not limited to the following activities:

- *Coordinating regular meetings and information sharing between project partners and stakeholders* — CTE will coordinate regular, timely and appropriate meetings with the needed staff. This will include recurring status meetings, as well as focused workshops and other events. Meeting coordination includes detailed agendas, meeting minutes and follow-up. These meetings and communications reduce effort required from RTA’s staff, increase transparency, and ensure that the RTA’s interests and goals are prioritized and fulfilled throughout the project term.
- *Advocating for the transit RTA’s interests* – Within the project, CTE will act as an advocate and advisor solely focused on RTA’s interests and concerns. CTE’s 25 years of expert experience in electric vehicle technology is crucial when considering the unique requirements of battery electric bus system planning, design, and construction. CTE’s unbiased experience and broad network of industry contacts results in rapid and impartial guidance, helping transit agencies select the technology that will best suit their needs and avoid pitfalls of electric bus implementation without being beholden to the bus manufacturer. CTE has proven experience in ensuring transparency on the capabilities, operation, and maintenance of battery electric buses, and ensuring that the final buses meet all specifications and service requirements.
- *Technical Advisory*– CTE provides technical advisory services throughout the project to ensure that RTA staff understand the differences in technology and the best practices for deploying and operating ZEBs. CTE will advise RTA on ZEB technology best practices, key deployment strategies; ZEB supplier terms and conditions; charging

strategies; oversight of bus manufacturing and design; construction and installation of charging stations; and ZEB training, operations, and maintenance.

- *Tracking project tasks, budget timeline and related project risks* — CTE will develop and maintain the project schedule, and ensure that all milestones and deliverables are completed effectively and on time. CTE will also rigorously track and drive the resolution of project risks and action items to ensure project success.

CTE’s project management fees will be split into years and invoiced in monthly installments.

| Project Management | Billing Frequency   | Fee       |
|--------------------|---|-----------|
| Months 1-12        | Monthly installments of \$9,500 per month over a 12 month period  | \$114,000 |
| Months 13-30       | Monthly installments of \$8,000 per month over an 18 month period | \$144,000 |
| Months 31-42       | Monthly installments \$4,750 per month over a 12 month period     | \$57,000  |
|                    | Total   | \$315,000 |

Deliverables associated with this phase of the project may include but are not limited to the following:

- Project Status Meeting Agendas and Minutes
- Quarterly Management Reports (QMRs)
- Ad hoc Reports, Communications, and Presentations as requested
- Technical Review of RFP Responses for Charging Equipment
- Technical Review of Site Plans for Charging Equipment
- Tracking Project Tasks, Risks, Budgets, and Timeline

## Project Administration, Reporting & Control

CTE will guide the entire project by the control and risk management procedures detailed below. CTE's centralized management of the work program will enable team members to concentrate on exceeding project goals and ensure production of deliverables in a clear and well-coordinated manner. Details of CTE's processes for ensuring the efficient accomplishment of these tasks are as follows.

### Collaboration Tools

CTE will use e-mail, Dropbox and Smartsheet to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

### Communications Plan

Team members will participate in weekly or bi-weekly conference calls to discuss project status and current issues. Meeting minutes will be taken and shared to ensure open access to proceedings. Online video conferencing will be employed when team members desire a presentation format to share status updates. CTE will schedule additional conference calls with team members as needed.

### Reporting Plan

CTE will provide RTA with quarterly summaries of project status and activities through Quarterly Management Reports (QMRs). The QMRs provide a summary of project status, progress, and accomplishments of the previous quarter and projections for the remainder of the project. The QMR will be structured to allow RTA to easily incorporate the information into the required FTA Quarterly Report submitted by RTA. The QMR will document project progress and activities as well as describe any known risks and plans for mitigation.

CTE will compile the QMRs with input from team members. CTE will provide team members with a QMR template that will include:

- Summary narrative of accomplishments by task/milestone during the period
- Estimated % completion and expected completion dates of task/milestone
- Significant events affecting progress and discussion of project variances
- Remaining activities and expected completion dates

CTE will also compile a Final Report at the end of the project to summarize the project accomplishments, realized benefits, and lessons learned.

### Risk and Action Item Management and Mitigation Plan

CTE provides strong and engaged oversight of project progress through the suite of management controls and procedure outlined above. CTE's management method allows us to anticipate and manage potential risks and ensures quick recognition of any unexpected project risks that arise. All identified risks are documented; assigned to project team members for research, analysis, and resolution; and tracked through the project. Risks and related tasks are prioritized to ensure that



project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to RTA management for immediate attention.

### Schedule Control Plan

CTE will be responsible for maintaining the overall schedule with input from team members.

Team members will report schedule status for their assigned tasks during the regular team calls. If the actual progress for a task is determined to be behind the planned schedule, CTE will work with RTA to develop appropriate corrective action based on the schedule variance, the amount of work remaining, the impact on other tasks, and impact on the overall schedule.

### CTE Deliverables

| Phase    | Task   | Billing Frequency                   | Deliverable   | Total            | Cost per Installment (\$) |
|----------|--|-------------------------------------|---|------------------|---------------------------|
| <b>1</b> | <b>Project Planning</b>                              |                                     |   | <b>\$36,000</b>  |                           |
|          |  | One-time at deliverable completion  | Project Kick Off Meeting Agendas, Presentations and Minutes     |                  | \$30,000                  |
|          |  | One-time at deliverable completion  | Project Workbook  |                  | \$6,000                   |
| <b>2</b> | <b>Requirements Analysis</b>                         |                                     |   | <b>\$110,000</b> |                           |
|          |  | One-time at deliverable completion  | East Garage Bus and Route Analysis Modeling Presentation        |                  | \$29,000                  |
|          |  | One-time at deliverable completion  | East Garage Charge Modeling Presentation                        |                  | \$13,000                  |
|          |  | One-time at deliverable completion  | East Garage Rate Modeling Presentation                          |                  | \$13,000                  |
|          |  | One-time at deliverable completion  | A Phillip Randolph Bus and Route Analysis Modeling Presentation |                  | \$29,000                  |
|          |  | One-time at deliverable completion  | A Phillip Randolph Charge Modeling Presentation                 |                  | \$13,000                  |
|          |  | One-time at deliverable completion  | A Phillip Randolph Rate Modeling Presentation                   |                  | \$13,000                  |
| <b>3</b> | <b>Bus Procurement and Build</b>                     |                                     |   | <b>\$106,000</b> |                           |
|          |  | One-time at deliverable completion  | CTE Review of Technical Specifications for Buses                |                  | \$30,000                  |
|          |  | One-time at deliverable completion  | CTE Review of Bus Contract                                      |                  | \$10,000                  |
|          |  | One-time at deliverable completion  | Pre-Award Buy America Audits                                    |                  | \$8,000                   |
|          |  | One-time at deliverable completion  | Post-Delivery Buy America Audits                                |                  | \$8,000                   |
|          |  | TBD based on final inspection scope | Inspection Reports  |                  | \$50,000                  |
| <b>4</b> | <b>Infrastructure Procurement, Design, and Build</b> |                                     |   | <b>\$16,000</b>  |                           |

|                         |   |  |   |                  |           |
|-------------------------|---|--|---|------------------|-----------|
|                         |   | One-time at deliverable completion                       | CTE Review of Technical Specifications for Chargers                                 |                  | \$16,000  |
| <b>5</b>                | <b>Bus and Infrastructure Deployment</b>                          |  |   | <b>\$38,000</b>  |           |
|                         |   | One-time at deliverable completion                       | Validation Test Plan  |                  | \$6,000   |
|                         |   | One-time at deliverable completion                       | Validation Test Report  |                  | \$32,000  |
|                         |   | --   | Updates to Operating and Charging Recommendations Document as Needed                |                  | --        |
| <b>6</b>                | <b>Deployment Validation and Key Performance Indicators</b>       |  |   | <b>\$96,000</b>  |           |
|                         |   | One-time at deliverable completion                       | KPI Workshop Agenda, Presentation and Meeting Minutes                               |                  | \$6,000   |
|                         |   | One-time at deliverable completion                       | Data Collection and Reporting Plan and KPI Dashboard Development (where applicable) |                  | \$6,000   |
|                         |   | Monthly or quarterly installments over a 12 month period | Monthly or Quarterly KPI Reports  |                  | \$84,000  |
| <b>7</b>                | <b>Project Close Out</b>  |  |   | <b>\$14,000</b>  |           |
|                         |   | One-time at deliverable completion                       | Final Report  |                  | \$14,000  |
| <b>8</b>                | <b>Project Management, Administration, Reporting, and Control</b> |  |   | <b>\$315,000</b> |           |
|                         |   | Monthly installments over 12-month period                | Months 1-12   |                  | \$114,000 |
|                         |   | Monthly installments over 18-month period                | Months 13-30  |                  | \$144,000 |
|                         |   | Monthly installments over 12-month period                | Months 31-42  |                  | \$57,000  |
| <b>Total CTE Budget</b> |   |  |   | <b>\$731,000</b> |           |

**New Orleans Regional Transit Authority- Full Project Scope**  
**FTA Low or No Emission Vehicle Program (Low-No) Program**  
**FY 2023**

| USE OF FUNDS  |                |     |                    |                      |                                 |                           |                      |
|---|----------------|-----|--------------------|----------------------|---------------------------------|---------------------------|----------------------|
| PROJECT BUDGET  |                |     |                    |                      | LOW-NO BUDGET                   |                           |                      |
| Item Description  | Partner        | Qty | Unit Cost plus Tax | Project Total        | Federal Low-No Amount Requested | Local Low-No Match Amount | Total Cost           |
| <b>Buses</b>  |                |     |                    |                      |                                 |                           |                      |
| Buses   | State Contract | 20  | \$ 1,560,854       | \$ 31,217,086        | \$ 26,534,523                   | \$ 4,682,563              | \$ 31,217,086        |
| Pre/Post Buy America Audit                                | Jacobs/CTE     | 1   | \$ 50,000          | \$ 50,000            | \$ 42,500                       | \$ 7,500                  | \$ 50,000            |
| QMS/QA Periodic Inspection                                | Jacobs/CTE     | 1   | \$ 16,000          | \$ 16,000            | \$ 13,600                       | \$ 2,400                  | \$ 16,000            |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Bus Subtotal</b>                                       |                |     |                    | <b>\$ 31,283,086</b> | <b>\$ 26,590,623</b>            | <b>\$ 4,692,463</b>       | <b>\$ 31,283,086</b> |
| <b>Facilities</b>   |                |     |                    |                      |                                 |                           |                      |
| Depot Charger - 180 KW Charging Cabinet                   | Heliox         | 7   | \$ 78,695          | \$ 550,865           | \$ 495,779                      | \$ 55,087                 | \$ 550,865           |
| Dispenser Cabinet Pantograph                              | Heliox         | 20  | \$ 24,500          | \$ 490,000           | \$ 441,000                      | \$ 49,000                 | \$ 490,000           |
| Depot Pantograph  | Heliox         | 20  | \$ 25,840          | \$ 516,800           | \$ 465,120                      | \$ 51,680                 | \$ 516,800           |
| Depot Charger - Service Level Agreement                   | Heliox         | 12  | \$ 155,770         | \$ 1,869,240         | \$ 1,682,316                    | \$ 186,924                | \$ 1,869,240         |
| En-Route Charger - 450 kW Charging Cabinet                | Heliox         | 2   | \$ 322,300         | \$ 644,600           | \$ 580,140                      | \$ 64,460                 | \$ 644,600           |
| En-Route Charger Mast                                     | Heliox         | 2   | \$ 127,665         | \$ 255,330           | \$ 229,797                      | \$ 25,533                 | \$ 255,330           |
| En-Route Pantograph                                       | Heliox         | 2   | \$ 60,925          | \$ 121,850           | \$ 109,665                      | \$ 12,185                 | \$ 121,850           |
| Dispenser Cabinet Pantograph                              | Heliox         | 2   | \$ 24,500          | \$ 49,000            | \$ 44,100                       | \$ 4,900                  | \$ 49,000            |
| En-Route Charger Service Level Agreement                  | Heliox         | 12  | \$ 107,080         | \$ 1,284,960         | \$ 1,156,464                    | \$ 128,496                | \$ 1,284,960         |
| Smart Charging Management System Set-up Fees              | Jacobs         | 1   | \$ 34,302          | \$ 34,302            | \$ 30,872                       | \$ 3,430                  | \$ 34,302            |
| Smart Charging System (Per Charger # of Additional Years) | Jacobs         | 12  | \$ 18,480          | \$ 221,760           | \$ 199,584                      | \$ 22,176                 | \$ 221,760           |
| Yard View (One for Depot)                                 | Jacobs         | 12  | \$ 10,800          | \$ 129,600           | \$ 116,640                      | \$ 12,960                 | \$ 129,600           |
| Smart Charging System (Per Bus # of Additional Years)     | Jacobs         | 12  | \$ 32,800          | \$ 393,600           | \$ 354,240                      | \$ 39,360                 | \$ 393,600           |
| Design, Construction, etc                                 | Jacobs         | 1   | \$ 7,927,691       | \$ 7,927,691         | \$ 7,134,922                    | \$ 792,769                | \$ 7,927,691         |
| Microgrid   | Jacobs         | 1   | \$ 30,800,000      | \$ 30,800,000        | \$ 27,720,000                   | \$ 3,080,000              | \$ 30,800,000        |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Facilities Subtotal</b>                                |                |     |                    | <b>\$ 45,289,598</b> | <b>\$ 40,760,638</b>            | <b>\$ 4,528,960</b>       | <b>\$ 45,289,598</b> |
| <b>Workforce Development</b>                              |                |     |                    |                      |                                 |                           |                      |
| Bus OEM Operator, Maintenance, First Responder Training   | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Infrastructure Training                                   | Heliox         | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| PPE, Tools, and Equipment                                 | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Training Aids, Simulators, Components, Equipment          | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Workforce Development Assessment                          | Agency         | 1   | \$ 3,500,000       | \$ 3,500,000         | \$ 2,800,000                    | \$ 700,000                | \$ 3,500,000         |
| NTI Training  |                |     | \$ -               | \$ -                 | \$ -                            | \$ -                      | \$ -                 |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Workforce Development Subtotal</b>                     |                |     |                    | <b>\$ 4,500,000</b>  | <b>\$ 3,600,000</b>             | <b>\$ 900,000</b>         | <b>\$ 4,500,000</b>  |
| <b>Professional Services</b>                              |                |     |                    |                      |                                 |                           |                      |
| Project Management and Technical Support                  | Jacobs/CTE     | 1   | \$ 610,000         | \$ 610,000           | \$ 488,000                      | \$ 122,000                | \$ 610,000           |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Professional Services Subtotal</b>                     |                |     |                    | <b>\$ 610,000</b>    | <b>\$ 488,000</b>               | <b>\$ 122,000</b>         | <b>\$ 610,000</b>    |
| <b>Project Total</b>                                      |                |     |                    | <b>\$ 81,682,684</b> | <b>\$ 71,439,261</b>            | <b>\$ 10,243,423</b>      | <b>\$ 81,682,684</b> |

**PARTNERS**

|     |              |                |              |                   |
|-----|--------------|----------------|--------------|-------------------|
|     | <b>Total</b> | <b>Federal</b> | <b>Local</b> | <b>% of Total</b> |
| CTE | \$731,000.00 | \$544,100.00   | \$186,900.00 | 0.9%              |

## Independent Cost Estimate (ICE)

### INDEPENDENT COST ESTIMATE SUMMARY FORM

|                                |  |
|--------------------------------|--|
| Project Name:                  | Zero-Emission Resilient Fleet  |
| Project Number:                | 2023-FL-02   |
| Date of Estimate:              | 6/20/24  |
| Description of Goods/Services: | Project management services to support the RTA's deployment of 20 battery electric buses, charging infrastructure and workforce development for the 2023 Low-No project. Services include project controls and risk managing procedures to guide the effective and efficient management of this project. |

- New Procurement
- Contract Modification (Change Order)
- 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) \_\_\_\_\_ 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:** Compared pricing for similar service for other transit agency (1.5% of total project) as well as project management fee standards from other large institutions (1.5-1.75% of total project for one of comparable size)

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$1,225,240 (1.5% x \$81,682,684)

The preceding independent cost estimate was prepared by:

Dwight Norton

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*Name*



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*Signature*

**New Orleans Regional Transit Authority- Full Project Scope**  
**FTA Low or No Emission Vehicle Program (Low-No) Program**  
**FY 2023**

| USE OF FUNDS  |                |     |                    |                      |                                 |                           |                      |
|---|----------------|-----|--------------------|----------------------|---------------------------------|---------------------------|----------------------|
| PROJECT BUDGET  |                |     |                    |                      | LOW-NO BUDGET                   |                           |                      |
| Item Description  | Partner        | Qty | Unit Cost plus Tax | Project Total        | Federal Low-No Amount Requested | Local Low-No Match Amount | Total Cost           |
| <b>Buses</b>  |                |     |                    |                      |                                 |                           |                      |
| Buses   | State Contract | 20  | \$ 1,560,854       | \$ 31,217,086        | \$ 26,534,523                   | \$ 4,682,563              | \$ 31,217,086        |
| Pre/Post Buy America Audit                                | Jacobs/CTE     | 1   | \$ 50,000          | \$ 50,000            | \$ 42,500                       | \$ 7,500                  | \$ 50,000            |
| QMS/QA Periodic Inspection                                | Jacobs/CTE     | 1   | \$ 16,000          | \$ 16,000            | \$ 13,600                       | \$ 2,400                  | \$ 16,000            |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Bus Subtotal</b>                                       |                |     |                    | <b>\$ 31,283,086</b> | <b>\$ 26,590,623</b>            | <b>\$ 4,692,463</b>       | <b>\$ 31,283,086</b> |
| <b>Facilities</b>   |                |     |                    |                      |                                 |                           |                      |
| Depot Charger - 180 KW Charging Cabinet                   | Heliox         | 7   | \$ 78,695          | \$ 550,865           | \$ 495,779                      | \$ 55,087                 | \$ 550,865           |
| Dispenser Cabinet Pantograph                              | Heliox         | 20  | \$ 24,500          | \$ 490,000           | \$ 441,000                      | \$ 49,000                 | \$ 490,000           |
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| Depot Charger - Service Level Agreement                   | Heliox         | 12  | \$ 155,770         | \$ 1,869,240         | \$ 1,682,316                    | \$ 186,924                | \$ 1,869,240         |
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| En-Route Charger Mast                                     | Heliox         | 2   | \$ 127,665         | \$ 255,330           | \$ 229,797                      | \$ 25,533                 | \$ 255,330           |
| En-Route Pantograph                                       | Heliox         | 2   | \$ 60,925          | \$ 121,850           | \$ 109,665                      | \$ 12,185                 | \$ 121,850           |
| Dispenser Cabinet Pantograph                              | Heliox         | 2   | \$ 24,500          | \$ 49,000            | \$ 44,100                       | \$ 4,900                  | \$ 49,000            |
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| Smart Charging System (Per Charger # of Additional Years) | Jacobs         | 12  | \$ 18,480          | \$ 221,760           | \$ 199,584                      | \$ 22,176                 | \$ 221,760           |
| Yard View (One for Depot)                                 | Jacobs         | 12  | \$ 10,800          | \$ 129,600           | \$ 116,640                      | \$ 12,960                 | \$ 129,600           |
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| Design, Construction, etc                                 | Jacobs         | 1   | \$ 7,927,691       | \$ 7,927,691         | \$ 7,134,922                    | \$ 792,769                | \$ 7,927,691         |
| Microgrid   | Jacobs         | 1   | \$ 30,800,000      | \$ 30,800,000        | \$ 27,720,000                   | \$ 3,080,000              | \$ 30,800,000        |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Facilities Subtotal</b>                                |                |     |                    | <b>\$ 45,289,598</b> | <b>\$ 40,760,638</b>            | <b>\$ 4,528,960</b>       | <b>\$ 45,289,598</b> |
| <b>Workforce Development</b>                              |                |     |                    |                      |                                 |                           |                      |
| Bus OEM Operator, Maintenance, First Responder Training   | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Infrastructure Training                                   | Heliox         | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| PPE, Tools, and Equipment                                 | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Training Aids, Simulators, Components, Equipment          | State Contract | 1   | \$ 250,000         | \$ 250,000           | \$ 200,000                      | \$ 50,000                 | \$ 250,000           |
| Workforce Development Assessment                          | Agency         | 1   | \$ 3,500,000       | \$ 3,500,000         | \$ 2,800,000                    | \$ 700,000                | \$ 3,500,000         |
| NTI Training  |                |     | \$ -               | \$ -                 | \$ -                            | \$ -                      | \$ -                 |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Workforce Development Subtotal</b>                     |                |     |                    | <b>\$ 4,500,000</b>  | <b>\$ 3,600,000</b>             | <b>\$ 900,000</b>         | <b>\$ 4,500,000</b>  |
| <b>Professional Services</b>                              |                |     |                    |                      |                                 |                           |                      |
| Project Management and Technical Support                  | Jacobs/CTE     | 1   | \$ 610,000         | \$ 610,000           | \$ 488,000                      | \$ 122,000                | \$ 610,000           |
| <i>Insert new items above this line</i>                   |                |     |                    |                      |                                 |                           |                      |
| <b>Professional Services Subtotal</b>                     |                |     |                    | <b>\$ 610,000</b>    | <b>\$ 488,000</b>               | <b>\$ 122,000</b>         | <b>\$ 610,000</b>    |
| <b>Project Total</b>                                      |                |     |                    | <b>\$ 81,682,684</b> | <b>\$ 71,439,261</b>            | <b>\$ 10,243,423</b>      | <b>\$ 81,682,684</b> |

**Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: Technical Services Support**

---

1. **Project Description: Technical Services Support**
2. **This Contract is entered into between the Solano County Transit (SolTrans) and the Contractor named below:**  
  
**Contractor's Name: Center for Transportation & the Environment (CTE)  
Business Form: Non- Profit**
3. **The Term of this Contract is: From date of execution of contract to December 31, 2026**
4. **The maximum amount of this Contract is: \$369,000.00**
5. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated herein as though set forth in full:**
  - **Exhibit A – Scope of Work**
  - **Exhibit B – Budget Detail and Payment Provisions**
  - **Exhibit C – General Terms and Conditions**
  - **Exhibit D – Special Provisions Related to Federal Funding**

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT,  
THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE 17<sup>th</sup> DAY OF MAY 2024.**

**SOLANO COUNTY TRANSIT**

**CONTRACTOR**

By   
**BETH KRANDA, Executive Director**

By   
**DAN RAUDEBAUGH, Executive Director**

**Approved as to form:**

By:   
**BERNADETTE CURRY, SolTrans Legal Counsel**

**SolTrans Contact Information**

Beth Kranda, Executive Director  
311 Sacramento St.  
Vallejo, CA 94590  
Attn: Kristina Botsford, Deputy Director  
(707) 736-6983

**Contractor Contact Information**

Niki Rinaldi El-Abd, Lead Managing Consultant  
2041 Bancroft Way, Suite 210  
Berkley, CA 94704-1405  
(949) 636-3575  
niki@cte.tv

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**



**PROJECT BUDGET** Agency/CTE

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)), including on-the-job training, labor-management partnership training, and registered apprenticeships, and an additional 0.5 percent for costs associated with training at the National Transit Institute. Supportive services, such as childcare and transportation assistance for participants, may be an eligible use of program funds under 49 U.S.C. 5314(b). FTA will publish clarifying frequently asked questions.

For applicants proposing projects related to zero-emission vehicles (including vehicles, facilities, equipment, etc.) for either program, 5 percent of the requested Federal amount, including the workforce development activities, but not including additional required local share, must be used for workforce development to retrain the existing workforce and develop the workforce of the future, including registered apprenticeships and other joint labor-management training programs, as outlined in the applicant’s Zero-Emission Transition Plan (see Section E(1)(c) of this notice), unless the applicant certifies via the application that less funding is needed to carry out the Plan. Supportive services, such as childcare and transportation assistance for participants, may be an eligible use of program funds within this 5 percent. FTA will publish clarifying frequently asked questions. Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget. These amounts are additional, not a take-down, from other eligible project expenses. For example, if an application includes a Federal request of \$95,000 for total capital costs of the zero-emission vehicles and associated equipment, an additional Federal request of \$5,000 should be included in the budget for workforce development expenses for a total Federal request of \$100,000. The local share for the vehicles, equipment, and workforce development is in addition to the \$100,000 Federal request. Applicants are encouraged to discuss training needs with their workforce and to develop training plans in collaboration with unions and other workforce representatives, as well as with workforce boards, community colleges, and other workforce organizations. Applicants that propose not to use the full 5 percent available must include an explanation as to why the funds are not needed. If a single project proposal involves multiple public transportation providers, such as when an agency acquires vehicles that will be operated by another agency, the proposal must include a detailed statement regarding the role of each public transportation provider in the implementation of the project.

| Description (100 characters)                    | QTY    | Federal Amount Requested | Local Match Amount | Other Federal Funds | Other   | Total Cost   |
|---|--------|--------------------------|--------------------|---------------------|---------|--------------|
| Buses, Configurables and Delivery               | 14     | \$8,478,050              | \$2,966,017        | 5,071,078           | 894,896 | \$17,410,041 |
| Spare Parts                                     | 1      |                          | \$27,095           |                     |         | \$27,095     |
| Diagnostic Tools and Laptop                     | 2      |                          | \$10,838           |                     |         | \$10,838     |
| Data Access Tools                               | 14     | \$29,750                 | \$5,250            |                     |         | \$35,000     |
| Pre/Post Buy America Audit                      | 4      |                          | \$10,000           |                     |         | \$10,000     |
| Periodic Inspections                            | 2      |                          | \$20,000           |                     |         | \$20,000     |
| Depot Chargers & Installation                   | 11     | \$880,000                | \$935,000          |                     |         | \$1,815,000  |
| Charger Data Access Tools                       | 3      | \$159,500                | \$296,215          |                     |         | \$455,715    |
| On-Route Chargers, Construction, & Installation | 3      | \$1,992,000              | \$1,287,589        |                     |         | \$3,279,589  |
| On-Route Design & Construction Management       | 1      |                          | \$175,000          |                     |         | \$175,000    |
| Workforce Development                           | 1      | \$608,000                | \$152,000          |                     |         | \$760,000    |
| NTI Training                                    | 4      | \$16,000                 | \$4,000            |                     |         | \$20,000     |
| Project Management                              | 1      | \$295,200                | \$73,800           |                     |         | \$369,000    |
|   |        |                          |                    |                     |         |              |
|   | Total: | \$12,458,500             | \$5,962,803        | \$5,071,078         | 894,896 | \$24,387,277 |

# [Facilities Management, Northwestern University \(/../../index.html\)](#)

## Project Management Fees

Facilities uses a graduated project management fee system. The fee structure is based on project cost, with no difference in the fees charged by Facilities Design & Construction and Facilities Operations. The fee will be based on the initial established project budget and will not be changed over the term of the project.

Project management fees will be as follows:

| Project Size                | Management Fee |
|-----------------------------|----------------|
| \$0-\$500,000               | 5.00%          |
| \$500,001-\$1,000,000       | 4.50%          |
| \$1,000,001-\$5,000,000     | 4.00%          |
| \$5,000,001-\$10,000,000    | 3.50%          |
| \$10,000,001-\$25,000,000   | 3.00%          |
| \$25,000,001-\$50,000,000   | 2.50%          |
| \$50,000,001-\$75,000,000   | 2.00%          |
| \$75,000,001-\$100,000,000  | 1.75%          |
| \$100,000,001-\$150,000,000 | 1.50%          |
| \$150,000,001-\$200,000,000 | 1.25%          |
| Over \$200,000,000          | 1.00%          |

[\(/https://www.northwestern.edu/\)](https://www.northwestern.edu/)

[Northwestern University Home \(/https://www.northwestern.edu/\)](https://www.northwestern.edu/)

[Facilities \(/../../index.html\)](#) 2020 Ridge Avenue, Evanston, IL 60208

Evanston Campus - Phone: 847.491.5201

Chicago Campus - Phone: 312.503.8000 Fax: 312.503.4106

Email: [facilities@northwestern.edu \(/mailto:facilities-management@northwestern.edu\)](mailto:facilities@northwestern.edu)

[Contact Northwestern University \(/https://www.northwestern.edu/contact.html\)](https://www.northwestern.edu/contact.html) | [Careers \(/https://www.northwestern.edu/hr/careers/\)](https://www.northwestern.edu/hr/careers/) | [Disclaimer \(/https://www.northwestern.edu/disclaimer.html\)](https://www.northwestern.edu/disclaimer.html) | [Campus Emergency Information \(/https://www.northwestern.edu/emergency/index.html\)](https://www.northwestern.edu/emergency/index.html) | [University Policies \(/https://policies.northwestern.edu/\)](https://policies.northwestern.edu/)



## Facilities Planning & Management

Design and Construction Services is a reimbursable department providing project management services to construction projects. A Project Management Fee (PM fee) is charged to generate funding to pay for expenses. This fee is based on a percentage of the total project cost minus the PM fees.

### Project Management Fee by Percentage

| Total Project Cost (minus project management fees) | Project Management Fee |
|--|------------------------|
| \$50,000-\$100,000                                 | 5.00%                  |
| \$100,001-\$250,000                                | 4.50%                  |
| \$250,001-\$1,000,000                              | 4.00%                  |
| \$1,000,001-\$5,000,000                            | 3.50%                  |
| \$5,000,001-\$10,000,000                           | 2.50%                  |
| \$10,000,001-\$20,000,000                          | 2.00%                  |
| \$20,000,001 and up                                | 1.50%                  |

The fees will be charge incrementally to the projects at strategic milestones, minimally during design, construction, and at the completion of the project.

<https://facilities.wayne.edu/design/projectmgmtfee.php>

#### Facilities Planning & Management

Wayne State University <https://wayne.edu/>

5454 Cass Ave

Detroit, Michigan 48202 | (map)

(313) 577-4310 | [fpm@wayne.edu](mailto:fpm@wayne.edu)

Service Center: (313) 577-4315 | Ground Services: (313) 577-4315 | Design Services: (313) 577-0762



RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 24-054

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT TO THE CENTER FOR TRANSPORTATION  
AND THE ENVIRONMENT (CTE) FOR PROJECT MANAGEMENT SERVICES FOR THE  
ZERO-EMISSION RESILIENT FLEET PROJECT**

---

Introduced by Commissioner \_\_\_\_\_, seconded by  
Commissioner \_\_\_\_\_.

**WHEREAS**, the RTA was awarded a \$71.4 million FY23 Lo/No Vehicle Emission grant by the Federal Transit Administration (FTA) to implement a significant step in the transition to a zero-emission, resilient fleet with 20 Battery Electric Buses (BEBs), a 20MW solar power based microgrid for grid independent power generation, charging infrastructure, and workforce development; and

**WHEREAS**, as part of this grant program the FTA authorized agencies to name 3<sup>rd</sup>-party partners in their grant applications to support implementation of the project and that said partnerships would satisfy the requirement for a competitive selection process if the project was selected by the FTA for award; and

**WHEREAS**, RTA named the Center for Transportation and the Environment (“CTE”) as a partner in its FY23 Lo/No grant application to provide consulting services for project management and act as owner’s representative to support implementation of the project, called “Zero-Emission, Resilient Fleet”, based on CTE’s extensive experience providing similar services for over a dozen transit agencies and as a non-profit dedicated to supporting the transition of transit agency fleets to zero-emission; and



**RESOLUTION NO.** \_\_\_\_\_

**FILE ID NO.** 24-054

**Page 2**

**WHEREAS**, CTE scope of services will deliver the following:

- 1) Project Planning
  - a. Project Kick Off Meeting Agendas, Presentations and Minutes
  - b. Project Workbook
- 2) Requirements Analysis
  - a. East Garage Bus and Route Analysis Modeling Presentation
  - b. East Garage Charge Modeling Presentation
  - c. East Garage Rate Modeling Presentation
  - d. A Phillip Randolph Bus and Route Analysis Modeling Presentation
  - e. A Phillip Randolph Charge Modeling Presentation
  - f. A Phillip Randolph Rate Modeling Presentation
- 3) Bus Procurement and Build
  - a. CTE Review of Technical Specifications for Buses
  - b. CTE Review of Bus Contract
  - c. Pre-Award Buy America Audits
  - d. Post-Delivery Buy America Audits
  - e. Inspection Reports
- 4) Infrastructure Procurement, Design, and Build
  - a. CTE Review of Technical Specifications for Chargers
- 5) Bus and Infrastructure Deployment
  - a. Validation Test Plan
  - b. Validation Test Report
  - c. Updates to Operating and Charging Recommendations Document as Needed
- 6) Deployment Validation and Key Performance Indicators
  - a. KPI Workshop Agenda, Presentation and Meeting Minutes



- b. Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)
- c. Monthly or Quarterly KPI Reports
- 7) Project Close Out
  - a. Final Report
- 8) Project Management, Administration, Reporting, and Control
  - a. Monthly installments

**WHEREAS**, services will be funded by FTA FY23 Lo/No Emission Vehicles Grant in the amount **not-to-exceed Five Hundred and Forty-four Thousand and One Hundred (\$544,100) dollars and a local match of RTA funds in an amount not-to-exceed One Hundred and Eighty-six Thousand and Nine Hundred (\$186,900) dollars from the capital budget over four (4) years, budget code 01-0000-00-1501-000-00-00-00000-00000-00**; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, award the Center for Transportation and the Environment (CTE) a contract for Project Management Services for RTA’s Zero Emission, Resilient Fleet Project for an amount not-to-exceed Seven Hundred and Thirty-one Thousand (\$731,000).

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

**YEAS:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_



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

504.827.8300

[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 24-054

Page 3

AND THE RESOLUTION WAS ADOPTED ON THE 27<sup>th</sup> DAY OF AUGUST 2024.

---

MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-066

Board of Commissioners

McPherson Oil Extension #2

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

RECOMMENDATION:

To authorize the Chief Executive Officer to extend in form and substance, the current agreement with McPherson oil companies for \$366,330.

ISSUE/BACKGROUND:

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

DISCUSSION:

This extension involves exercising the second one-year option with McPherson. It will be our final extension, leading to a new solicitation next year. Authorizing this extension ensures that all our vehicle fleets-comprising buses, paratransit, and streetcars-are equipped with the necessary fluids and lubricants for effective maintenance service

FINANCIAL IMPACT:

The estimated cost of the one-year extension is Three hundred sixty-six thousand three hundred thirty dollars (\$366,330). With this contract modification, the total value will reach \$1,352,952. The necessary funding will utilize local fund accounts 1430099.8070.03103, 1430006.8070.03105, 1430002.8070.03101.

NEXT STEPS:

Once approved staff will work on the needed modifications and order materials as needed.

ATTACHMENTS:

1. Resolution



2. Procurement Authorization
3. Original Bid form
4. Original contract agreement

Prepared By: Ryan Moser  
Title: Chief of Asset Management

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

7/29/2024

Date



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

504.827.8300

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RESOLUTION NO. \_\_\_\_\_

FILE ID NO. 24-066

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO EXECUTE A SECOND-YEAR CONTRACT OPTION WITH  
MCPHERSON COMPANIES INC., FOR THE SUPPLY OF VEHICLE FLUIDS AND LUBE**

---

Introduced by Commissioner \_\_\_\_\_, seconded by  
Commissioner \_\_\_\_\_.

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

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

**WHEREAS**, two (2) bids were received and one (1) bid was deemed non-responsive after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

**WHEREAS**, the staff held a public bid opening and The McPherson Companies was determined responsive after completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and



RESOLUTION NO. \_\_\_\_\_

Page 2

**WHEREAS**, previously the board authorized a one year extension in the amount of 366,330 via board resolution 23-040; and

**WHEREAS**, it is the intent to issue an extension in form and substance, in line with the current agreement with McPherson oil companies for the final year option; and

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

**WHEREAS**, this is the final extension of these services before going to bid next year; and

**WHEREAS**, funding for the second extension is made available through, local funding for a total amount of **THREE HUNDRED SIXTY-SIX THOUSAND, THREE HUNDRED THIRTY DOLLARS (\$366,330)** bringing the total purchase order value NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY-TWO THOUSAND, NINE HUNDRED FIFTY-TWO DOLLARS (\$1,352,952).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute an extension with McPherson Companies Inc.



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

504.827.8300

[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

Page 3

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_ .

---

MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS



## Regional Transit Authority Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

|                        |              |
|------------------------|--------------|
| <b>Date Created</b>    | July 2, 2024 |
| <b>Change Order ID</b> | 283          |

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

**Name:** MOSER, RYAN  
**Title:** CHIEF ASSET MANAGEMENT OFFICER  
**Ext:** 8458

**B. Contract Information:**

|                        |                         |
|------------------------|-------------------------|
| <b>Contract Number</b> |                         |
| <b>PO Number</b>       | 913290                  |
| <b>Contract Title</b>  | The McPherson Companies |

**Contract-History:**

|   |         |
|---|---------|
| <b>Original Award Value</b>                   | 650292  |
| <b>Previously Executed Change Order Value</b> | 366330  |
| <b>Adjusted Contract Value</b>                | 1016622 |
| <b>Current Change Order Value</b>             | 336330  |
| <b>Revised Contract Value</b>                 | 1352952 |

**C. Justification of Change Order**

The agency is looking to extend in form and substance, the current purchase order and agreement with McPherson Oil Companies. This will support the final year extension of the Mcpherson agreement. The Agency will have to go out to bid next year for its oil services. Currently Mcpherson supplies all oil, antifreeze, DEF fluid and grease for the agency. This has been a multi-year project, about to enter year 4.

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

**E. Certification of Authorized Grant:**

|   |  |
|---|--|
| <b>Is this item/specification consistent with the Authorized Grant?</b> |  |
| <b>Are there any amendments pending?</b>                                |  |



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

Director of Grants/ Federal Compliance:  
 Signature:  
 Date:

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

Additional Safety Requirements Attached: *false*

Chief: **Michael J. Smith**  
 Signature: *Michael J. Smith*  
 Date: **July 03 2024**

**Risk Management:**

|  |              |
|--|--------------|
| Include Standard Insurance Provisions Only?          | <i>No</i>    |
| Include Additional Insurance Requirements Attached ? | <i>false</i> |

Risk Management Analyst: **Marc L Popkin**  
 Signature: *Marc L Popkin*  
 Date: **July 03 2024**

**G. Funding Source:**

Independent Cost Estimate (ICE): **\$366,330.00**  
 Projected Total Cost: **\$366,330.00**  
 Funding Type: **Local**

| Federal Funding    | State | Local               | Other |
|--------------------|-------|---------------------|-------|
|                    |       | <b>\$375,993.00</b> |       |
| Projected Fed Cost | State | Local               | Other |
|                    |       | <b>\$366,330.00</b> |       |

| FTA Grant IDs | Budget Codes              |
|---------------|---------------------------|
|               | <b>1430099.8070.03103</b> |
|               | <b>1430006.8070.03105</b> |
|               | <b>1430002.8070.03101</b> |
|               |                           |

Capital Project Approval if required signature ID#:  
 Dir Capital Projects:  
 Signature:  
 Date:



**Budget Analyst:** Tiffany Gourrier  
**Signature:** *Tiffany Gourrier*  
**Date:** July 02 2024

**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.):**

|                     |          |
|---------------------|----------|
| <b>DBE % Goal</b>   | <b>0</b> |
| <b>SLDBE % Goal</b> | <b>0</b> |
| <b>SBE % Goal</b>   | <b>0</b> |

**Director of Small Business Development:** Adonis Charles Expose'  
**Signature:** *Adonis Charles Expose'*  
**Date:** July 03 2024

**DBE/EEO Compliance Manager:** Adonis C Expose'  
**Signature:** *Adonis C Expose'*  
**Date:** July 03 2024

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

**Department Head:** Jacques Robichaux Sr.  
**Signature:** *Jacques Robichaux Sr.*  
**Date:** July 02 2024

**Chief:** Ryan Moser  
**Signature:** *Ryan Moser*  
**Date:** July 03 2024

**Director of Procurement:** Ryan Moser  
**Signature:** *Ryan Moser*  
**Date:** July 08 2024

**Required if Total Cost above \$15K**  
**Chief Financial Officer:** Gizelle Johnson Banks  
**Signature:** *Gizelle Johnson Banks*  
**Date:** July 10 2024

**Required if Total Cost above \$50K**  
**Chief Executive Officer:** Lona Edwards Hankins  
**Signature:** *Lona Edwards Hankins*  
**Date:** 7/11/2024 3:14 PM

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

**BID FOR: Vehicle Fluids and Lube**  
**IFB No. 2021-001**

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: February 25, 2021.

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

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

No. 1 Dated: 3/15/21 No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

Fourteen Thousand One Hundred Sixty and Ninety-Five Cents Dollars (\$ 14,160.95 )

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

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Thirteen Thousand Five Hundred Fifty-Six and Ninety-Five Cents Dollars (\$ 13,556.95 )

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**NAME OF BIDDER:** The McPherson Companies, Inc.

**ADDRESS OF BIDDER:** 5051 Cardinal Street, Trussville, AL 35173

**LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER:** 63-0657937

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Ryan Harrison

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Government & Municipal Sales Contract Manager

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

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



**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

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

**BID FOR: IFB 2021-001**  
Vehicle Fluids and Lube

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

|  |  |                  |            |   |
|--|--|------------------|------------|---|
| DESCRIPTION<br>:                           | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery DELVAC SUP 1300 15W40 BULK GA |                  |            |   |
| LIN 1                                      | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 15w-40<br>Motor oil,<br>semi-<br>synthetic | 400-500  | Gallons          | \$9.50     | \$3,800.00  |

|                                 |   |                  |            |   |
|---------------------------------|---|------------------|------------|---|
| DESCRIPTION<br>:                | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery PROTECK ELITE FULL SYN DEXOS 5W30 BULK |                  |            |   |
| LIN 2                           | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 5W-30<br>synthetic<br>motor oil | 200   | Gallons          | \$6.99     | \$1,398.00  |

|   |  |                  |            |   |
|---|--|------------------|------------|---|
| DESCRIPTION<br>:  | X Base Bid or <input type="checkbox"/> Alt.# <input type="checkbox"/> BULK Delivery MAG 1 FULL SYN HD ATF 55GA |                  |            |   |
| LIN 3   | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| ATF<br>Synthetic<br>Multi-<br>Purpose<br>(Allison TES<br>295<br>Approved) | 100-165  | Gallons          | \$19.95    | \$1,995.00  |

|                                     |   |                  |            |   |
|-------------------------------------|---|------------------|------------|---|
| DESCRIPTION<br>:                    | X Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> DRUM MOBILUBE HD PLUS 85W140 400LB |                  |            |   |
| LIN 4                               | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 85W-140<br>Gear oil<br>Conventional | 55  | Gallons          | \$15.38    | \$845.63  |

|                                    |   |                  |            |   |
|------------------------------------|---|------------------|------------|---|
| DESCRIPTION<br>:                   | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> DRUM MOBILUBE HD PLUS 80W90 400LB |                  |            |   |
| LIN 5                              | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 85W-90<br>Gear oil<br>Conventional | 55  | Gallons          | \$15.38    | \$845.63  |

|  |  |                  |            |   |
|--|--|------------------|------------|---|
| DESCRIPTION<br>:   | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> DRUM MOBILGREASE XHP 222 396.832LB |                  |            |   |
| LIN 6  | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Mobile<br>Grease XHP<br>222 Special<br>Multi<br>purpose<br>Chasis<br>grease (or<br>equivalent) | 55   | Gallons          | \$20.10    | \$1,105.50  |

|                               |  |                  |            |   |
|-------------------------------|--|------------------|------------|---|
| DESCRIPTION<br>:              | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> PAIL MOBIL NUTO H 32 5GA |                  |            |   |
| LIN 7                         | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| NUTO H 32<br>Hydraulic<br>Oil | 5  | Gallons          | \$6.90     | \$34.50   |

|   |   |                  |            |   |
|---|---|------------------|------------|---|
| DESCRIPTION<br>:  | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> KEG MOBILGREASE XHP 222 121.254LB |                  |            |   |
| LIN 8   | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Grease<br>NLGI-LB<br>qualified for<br>wheel<br>bearings | 120   | LBS.             | \$2.76     | \$331.20  |

|  |  |                  |            |   |
|--|--|------------------|------------|---|
| DESCRIPTION<br>:                           | X Base Bid or <input type="checkbox"/> Alt.# <u>X</u> PAIL MOBIL DTE 10 EXCEL 32 5GA |                  |            |   |
| LIN 9                                      | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| M-DTE 10<br>Excel 32<br>non-<br>conductive | 5  | Gallons          | \$17.65    | \$88.25   |

|                      |   |                  |            |   |
|----------------------|---|------------------|------------|---|
| DESCRIPTION :        | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> PAIL MOBIL DTE 10 EXCEL 15 5GA |                  |            |   |
| LIN 10               | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| M-DTE 10<br>Excel 15 | 5   | Gallons          | \$17.65    | \$88.25   |

|               |   |                  |            |   |
|---------------|---|------------------|------------|---|
| DESCRIPTION : | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> TOTE REFILLS DIESEL EXHAUST FLUID BLK GA |                  |            |   |
| LIN 11        | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| DEF Fluid     | 660   | Gallons          | \$1.65     | \$1,089.00  |

|  |  |                  |            |   |
|--|--|------------------|------------|---|
| DESCRIPTION :  | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK PROTECK HD ELC TRK 50/50 BLK |                  |            |   |
| LIN 12   | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Antifreeze – HD<br>Extended life<br>NMOAT<br>Ethyleenglycol based<br>mixed with water, ready to use -34F - 265F. With protectants from metal corrosion | 400  | Gallons          | \$6.35     | \$2,540.00  |

All quantities are estimated.

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

3/15/2021

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2021-001 Vehicle Fluids and Lube**

**Addendum I**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date.

**Invitation For Bid No. 2021-001 has been amended as follows:**

Questions received in writing:

**Q1. 1. Contract Length 2. Firm Pricing or escalation clause 3. Current Vendor 4. Current Pricing 5. Length of previous contract / current vendor 6. Bid tabulation of previous RFQ 5. Locations 6. Tank Sizes**

A1. It is a two-year contract with two one-year options. An escalation clause would be fine as fluids change. This would be a new contract. There is no current vendor/contract or bid tabulations from a previous RFQ.

Tank sizes:

Canal Facility

15w40 motor oil tank 2000 gallons

The coolant tank holds 1000 gallons

The transmission tank holds 1000 gallons

East New Orleans Facility

Coolant tank 330 gallons

5w30 motor oil tank 330 gallons

**Alex Wiggins  
Chief Executive Officer  
Regional Transit Authority**



**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

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

**BID FOR: IFB 2021-001**  
Vehicle Fluids and Lube

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

|                                  |  |                  |                            |   |
|----------------------------------|--|------------------|----------------------------|---|
| DESCRIPTION<br>:                 | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery |                  | PROTECK ELITE K 15W40 BULK |   |
| LIN 1                            | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE                 | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 15w-40 Motor oil, semi-synthetic | 400-500  | Gallons          | \$7.99                     | \$3,196.00  |

|                           |  |                  |  |   |
|---------------------------|--|------------------|--|---|
| DESCRIPTION<br>:          | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> BULK Delivery |                  | PROTECK ELITE FULL SYN DEXOS 5W30 BULK |   |
| LIN 2                     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE                             | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 5W-30 synthetic motor oil | 200  | Gallons          | \$6.99                                 | \$1,398.00  |

|  |   |                  |                            |   |
|--|---|------------------|----------------------------|---|
| DESCRIPTION<br>:                                       | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input type="checkbox"/> BULK Delivery |                  | MAG 1 FULL SYN HD ATF 55GA |   |
| LIN 3  | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE                 | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| ATF Synthetic Multi-Purpose (Allison TES 295 Approved) | 100-165   | Gallons          | \$19.95                    | \$1,995.00  |

|                               |   |                  |                               |   |
|-------------------------------|---|------------------|-------------------------------|---|
| DESCRIPTION<br>:              | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <input checked="" type="checkbox"/> DRUM |                  | MOBILUBE HD PLUS 85W140 400LB |   |
| LIN 4                         | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE                    | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 85W-140 Gear oil Conventional | 55  | Gallons          | \$15.38                       | \$845.63  |

|                                    |  |                  |                              |   |
|------------------------------------|--|------------------|------------------------------|---|
| DESCRIPTION :                      | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> DRUM |                  | MOBILUBE HD PLUS 80W90 400LB |   |
| LIN 5                              | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE                   | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 85W-90<br>Gear oil<br>Conventional | 55   | Gallons          | \$15.38                      | \$845.63  |

|  |  |                  |                               |   |
|--|--|------------------|-------------------------------|---|
| DESCRIPTION :  | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> DRUM |                  | MOBILGREASE XHP 222 396.832LB |   |
| LIN 6  | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE                    | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Mobile<br>Grease XHP<br>222 Special<br>Multi<br>purpose<br>Chasis<br>grease (or<br>equivalent) | 55   | Gallons          | \$20.10                       | \$1,105.50  |

|                               |  |                  |                     |   |
|-------------------------------|--|------------------|---------------------|---|
| DESCRIPTION :                 | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> PAIL |                  | MOBIL NUTO H 32 5GA |   |
| LIN 7                         | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE          | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| NUTO H 32<br>Hydraulic<br>Oil | 5  | Gallons          | \$6.90              | \$34.50   |

|   |   |                  |                               |   |
|---|---|------------------|-------------------------------|---|
| DESCRIPTION :   | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> KEG |                  | MOBILGREASE XHP 222 121.254LB |   |
| LIN 8   | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE                    | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Grease<br>NLGI-LB<br>qualified for<br>wheel<br>bearings | 120   | LBS.             | \$2.76                        | \$331.20  |

|  |  |                  |                           |   |
|--|--|------------------|---------------------------|---|
| DESCRIPTION :                              | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> PAIL |                  | MOBIL DTE 10 EXCEL 32 5GA |   |
| LIN 9                                      | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE                | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| M-DTE 10<br>Excel 32<br>non-<br>conductive | 5  | Gallons          | \$17.65                   | \$88.25   |

|                      |  |                  |            |   |
|----------------------|--|------------------|------------|---|
| DESCRIPTION :        | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> PAIL MOBIL DTE 10 EXCEL 15 5GA |                  |            |   |
| LIN 10               | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| M-DTE 10<br>Excel 15 | 5  | Gallons          | \$17.65    | \$88.25   |

|               |  |                  |            |   |
|---------------|--|------------------|------------|---|
| DESCRIPTION : | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> TOTE REFILLS DIESEL EXHAUST FLUID BLK GA |                  |            |   |
| LIN 11        | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| DEF Fluid     | 660  | Gallons          | \$1.65     | \$1,089.00  |

|  |   |                  |            |   |
|--|---|------------------|------------|---|
| DESCRIPTION :  | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>X</u> BULK PROTECK HD ELC TRK 50/50 BLK |                  |            |   |
| LIN 12   | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| Antifreeze – HD<br>Extended life<br>NMOAT<br>Ethyleenglycol based<br>mixed with water, ready to use -34F - 265F. With protectants from metal corrosion | 400   | Gallons          | \$6.35     | \$2,540.00  |

All quantities are estimated.

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

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2021-001 Vehicle Fluids and Lube**

**Addendum I**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date.

**Invitation For Bid No. 2021-001 has been amended as follows:**

Questions received in writing:

**Q1. 1. Contract Length 2. Firm Pricing or escalation clause 3. Current Vendor 4. Current Pricing 5. Length of previous contract / current vendor 6. Bid tabulation of previous RFQ 5. Locations 6. Tank Sizes**

A1. It is a two-year contract with two one-year options. An escalation clause would be fine as fluids change. This would be a new contract. There is no current vendor/contract or bid tabulations from a previous RFQ.

Tank sizes:

Canal Facility

15w40 motor oil tank 2000 gallons

The coolant tank holds 1000 gallons

The transmission tank holds 1000 gallons

East New Orleans Facility

Coolant tank 330 gallons

5w30 motor oil tank 330 gallons

**Alex Wiggins  
Chief Executive Officer  
Regional Transit Authority**



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

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

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

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

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

COMPANY The McPherson Companies, Inc.

ADDRESS 5051 Cardinal Street, Trussville, AL 35173

DATE 3/22/21

  
\_\_\_\_\_  
Signature of Offeror's Authorized Representative

**BUY AMERICA**

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)**

The bidder or proposer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 3/22/21

Signature 

Company Name The McPherson Companies, Inc.

Title Govt. & Municipal Sales Contract Manager

RTA Project No. IFB 2021-001 Vehicle Fluids and Lube

NON-COLLUSION AFFIDAVIT

STATE OF Alabama

PARISH OF Jefferson County

Ryan Harrison, being first duly sworn, deposes and says that:

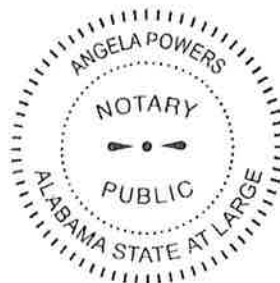
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of The McPherson Companies, Inc., the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed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

Signed: 

Title: Govt. & Municipal Sales Contract Manager

Sworn to me and subscribed in my presence this 22 day of MARCH 2021, A.D.,

  
NOTARY PUBLIC



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

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

COMPANY The McPherson Companies, Inc.

ADDRESS 5051 Cardinal Street, Trussville, AL 35173

DATE 3/22/21

  
\_\_\_\_\_

Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Ryan Harrison Govt. & Municipal Sales Contract Manager hereby certify on  
(Name and Title of Offeror Official)

behalf of The McPherson Companies, Inc. that:  
(Name of Offeror)

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

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

Executed this 22<sup>ND</sup> day MARCH, 2021.

BY Ryan Harrison

Witnesses: [Signature]  
(Signature of Authorized Official)

Govt. & Municipal Sales Contract Manager  
(Title of Authorized Official)

Sworn to and subscribed before me on this 22 day of MARCH, 2021.

Notary Public In and For JEFFERSON Parish/County

State of ALABAMA

**PARTICIPANT INFORMATION FORM**

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

Firm Name The McPherson Companies, Inc.

Firm Address 5051 Cardinal Street, Trussville, AL 35173

Telephone Number 205.661.4400 / 888.802.7500

Fax Number 205.661.4597

E-Mail Address rharrison@mcpersonoil.com

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

Age of the firm 50 years

Annual gross receipts of the firm \_\_\_\_\_

Prime or Sub-Contractor Prime

NAICS code (s) 484220

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

Signature 

Title Govt. & Municipal Sales Contract Manager

Date \_\_\_\_\_

RTA Project No. IFB 2021-001 Vehicle Fluids and Lube

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/26/2020

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

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

|   |   |                        |               |
|---|---|------------------------|---------------|
| PRODUCER<br>Aon Risk Services Central, Inc.<br>Chicago IL Office<br>200 East Randolph<br>Chicago IL 60601 USA | CONTACT NAME:<br>PHONE (A/C, No. Ext): (866) 283-7122      FAX (A/C, No.): (800) 363-0105 |                        |               |
|   | E-MAIL ADDRESS:   |                        |               |
| INSURED<br>The McPherson Companies, Inc.<br>5051 Cardinal Street<br>Trussville AL 35173 USA                   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                        | <b>NAIC #</b> |
|   | INSURER A:  | Zurich American Ins Co | 16535         |
|   | INSURER B:  | American Zurich Ins Co | 40142         |
|   | INSURER C:  |                        |               |
|   | INSURER D:  |                        |               |
|   | INSURER E:  |                        |               |

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570081859669      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVR | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL0348719812   | 04/01/2020              | 04/01/2021              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COM/POP AGG \$4,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                               |           |          | BAP 3487197-12 | 04/01/2020              | 04/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION  |           |          |                |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | WC348719612    | 04/01/2020              | 04/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                     |

Certificate No : 570081859669

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

The McPherson Companies, Inc.  
 5051 Cardinal Street  
 Trussville AL 35173 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
 AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc.*



CONTRACT TO REPAIR THE BROKEN SEWER LINES

Regional  
Transit  
Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY  
A Political Subdivision of the  
State of Louisiana  
2817 Canal St.  
New Orleans, Louisiana 70119

AND

The McPherson Companies Inc  
5051 Cardinal Street  
Trussville, AL 35173

2817 Canal Street,  
New Orleans,  
Louisiana  
70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300





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## EXHIBITS

|             |   |
|-------------|---|
| EXHIBIT "A" | RTA Invitation For Bids (IFB) #2021-001           |
| EXHIBIT "B" | Bid Submitted by Contractor dated, March 25, 2021 |

AGREEMENT

BY AND BETWEEN

THE REGIONAL TRANSIT AUTHORITY

AND

THE MCPHERSON COMPANIES INC

STATE OF LOUISIANA

PARISH OF ORLEANS

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairman of the Board of Commissioners, Flozell Daniels and The McPherson Companies Inc (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Regional Sales Manager, Larry Mann authorized to do and doing business in the State of Louisiana.

WITNESSETH

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

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Invitation For Bids (IFB) No. 2021-001, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA IFB No. 2021-001, as amended,) to solicit a contractor to provide maintenance fluids and lubes for RTAs transportation vehicles; and

WHEREAS, The McPherson Companies Inc, a Corporation, submitted a bid response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit

“B”, Contractor’s Bid Submittal dated, March 25, 2021, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor’s offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

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

I.  
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.  
SCOPE OF SERVICES

Contractor shall provide maintenance fluids and lubes for RTAs transportation vehicles in accordance with the terms and conditions set forth in Exhibit “A” and Exhibit “B”. Contractor agrees that all goods and services under this Agreement shall be delivered in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.  
COMPENSATION

The RTA will compensate Contractor for the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit “A”. The compensation due Contractor shall not exceed \$650,292.00 unless properly authorized.

IV.  
TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of up to two years or until the occurrence of one of the following events:

- A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;
  
- B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V.  
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article III, Federal Requirements, Paragraph 3.19, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority.

VI.  
INTEREST OF CONTRACTOR

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

VII.  
IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII.  
OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the goods. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX.  
MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

X.  
APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

XI.  
NOTICES

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

A. REGIONAL TRANSIT AUTHORITY  
2817 Canal St.  
New Orleans, Louisiana 70119

ATTN:  
Gizelle Johnson-Banks  
Chief Financial Officer

XII.  
DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Invitation For Bids (IFB 2021-001), as amended.

EXHIBIT "B" Bid Submittal by Contractor dated, March 25, 2021.

XIII.  
ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA IFB No. 2021-001.

Exhibit "B" Contractor's Bid submittal in response to RTA's IFB No. 2021-001, dated March 25, 2021.

XIV.  
INSURANCE

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

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

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

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

#### XV. DBE COMPLIANCE

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, the RTA's DBE Program is 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 Federal Transit Administration (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 Assurance

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

#### DBE Participation

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.

#### Prompt Payment of Subcontractors

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all 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.

### DBE Contract Termination

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

### Monthly Reporting

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly 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>

### Access to Books and Records

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:

REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
FLOZELL DANIELS  
CHAIRMAN OF THE BOARD OF  
COMMISSIONERS

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
\_\_\_\_\_  
AUTHORIZED OFFICER OF  
THE MCPHERSON COMPANIES INC

**Certification By Officer of  
THE MCPHERSON COMPANIES INC**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of THE MCPHERSON COMPANIES INC on the date herein above shown.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2021 before me, Larry Mann appeared, to me personally known; who being by me duly sworn, did say that he is the Regional Sales Manager of THE MCPHERSON COMPANIES INC and that this Agreement was signed on behalf of said Corporation by authority of its Regional Sales Manager, Larry Mann by said appearer acknowledged said instrument to be the free act and deed of Larry Mann.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

\_\_\_\_\_  
PARISH (COUNTY), STATE

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2021 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.

---

NOTARY PUBLIC IN AND FOR  
ORLEANS PARISH, LOUISIANA

EXHIBIT A  
Invitation For Bids (IFB) No. 2021-001, as amended

EXHIBIT B  
Bid Submittal by Contractor





Board Report and Staff Summary

File #: 24-072

Board of Commissioners

Amendment the Transit Agreement between the City of Kenner and Regional Transit Authority (RTA)

|   |   |
|---|---|
| DESCRIPTION: Authorization to amend the Transit Agreement between the City of Kenner and Regional Transit Authority   | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

To authorize the Chief Executive Officer (CEO), to execute an amendment of the Transit Agreement between the City of Kenner and the RTA. The amendment will modify the termination clause of the agreement.

ISSUE/BACKGROUND:

RTA operates bus service in Kenner in accordance with the Transit Agreement originally adopted in 1984. The agreement currently requires six (6) months’ notice from one party to the other to terminate the agreement. The proposed amendment would allow termination “at any time should the parties mutually agree in writing to the immediate termination of the Transit Agreement.”

DISCUSSION:

Removing the 6-month termination notice requirement allows greater flexibility while still requiring agreement from both parties. The reason for this request at this time is that both parties have agreed that Jefferson Transit should take over operation of the 201 Kenner Loop, and it is most convenient for both transit agencies if the change can happen for the September 2024 service change or another specified date that Kenner and the RTA agree on, rather than having to wait six months.

We do not anticipate that this will impact the other RTA route that operates in Kenner, the 202 Airport Express, as that route is not operated under the Transit Agreement.

This will affect the RTA’s responsibilities pertaining to hurricane evacuation in Kenner and the RTA’s emergency management department is currently in discussions with the relevant parties.

FINANCIAL IMPACT:

There will be no financial impact resulting from this change. However, more vehicles and operators will be available for providing service on the remaining RTA routes within Orleans Parish.

NEXT STEPS:

Upon Board approval, staff will amend the Transit Agreement with the City of Kenner.

ATTACHMENTS:

1. Resolution
2. Original Transit Agreement
3. Proposed Amendment

Prepared By: Elisabeth Stancioff, estancioff@rtaforward.org  
Title: Performance Analytics and Innovation Specialist

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

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



7/18/2024

Lona Edwards Hankins  
Chief Executive Officer

Date



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

504.827.8300  
[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AMEND THE TRANSIT AGREEMENT BETWEEN CITY OF  
KENNER AND REGIONAL TRANSIT AUTHORITY**

---

Introduced by Commissioner \_\_\_\_\_, seconded  
by Commissioner \_\_\_\_\_.

**WHEREAS**, The RTA operates transit service in the City of Kenner in accordance with the Transit Agreement originally executed in 1984

**WHEREAS**, The Transit Agreement currently requires six (6) months notice for either party to terminate the agreement

**WHEREAS**, The City of Kenner and RTA wish to amend the general terms and conditions of the Transit Agreement as it relates to termination

**WHEREAS**, should either party desire to terminate the Transit Agreement the proposed amendment will require both parties to agree on the timeline for said termination.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) approves the amendment to the Transit Agreement with the City of Kenner.



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

504.827.8300  
[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_  
Page 2

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

YEAS: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

AND THE RESOLUTION WAS ADOPTED ON THE \_\_ DAY OF JULY 2024.

---

MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS

TRANSIT AGREEMENT  
BETWEEN  
CITY OF KENNER  
AND  
REGIONAL TRANSIT AUTHORITY

SCANNED  
& LINKED

I.

Preamble

THIS AGREEMENT between City of Kenner (hereinafter sometimes described as "City", (a political subdivision of the State of Louisiana), herein represented by Aaron F. Broussard, its Mayor, duly authorized to execute this Agreement by Resolution No. B-5006, of the Council of the City of Kenner dated December 20, 1984, a copy of which is attached hereto, and the Regional Transit Authority (hereinafter sometimes described as "RTA", a political subdivision of the State of Louisiana, created by Act 439 of 1979 and authorized in the Revised Statutes of Louisiana at 48:1651, et seq.), herein represented by Sam A. LeBlanc, III, its Chairman, duly authorized by a Resolution of its Board of Directors, a copy of which is attached hereto.

W I T N E S S E T H:

WHEREAS the provision of transit services is essential to the fullest possible development of the City's cultural, social, economic, educational, commercial, and industrial resources; and

WHEREAS extensive and repeated studies of problems of local and area transit over many years have continually indicated that an enduring solution of problems of transit organization and finance lies in a regional approach; and

WHEREAS the Regional Transit Authority was created by Act

439 of the 1979 Regular Session of the Louisiana Legislature to promote concerted governmental action toward the alleviation of serious traffic conditions and congestion within the City by encouraging local governments to participate in the activities of a regional mass transportation authority; and

WHEREAS the RTA's powers and authority were broadened by the adoption of Act 553 of the 1982 Regular Session of the Louisiana Legislature to enhance its ability to address long-term transit needs in the metropolitan area;

NOW THEREFORE, for the mutual and reciprocal benefits and under the conditions hereinafter set forth, the City and the RTA do agree as follows:

## II.

### Consideration

For and in consideration of the following reciprocal covenants, the RTA agrees to:

- a) Act in place of the City of Kenner and the Jefferson Parish Transportation Advisory Committee, Jefferson Parish Planning Department, Public Service Commission and Regional Planning Commission, in matters relating to transit;
- b) Assume responsibility for certain transit related contracts on behalf of the City as listed in Attachment "A", and existing City transit routes;
- c) Upon expiration of such contracts, if any, to negotiate any such contracts in its own name and in accordance with law as the RTA in its discretion may decide are

necessary or desirable for the operation of transit services;

- d) Conduct transit planning and grant application activities;
- e) Perform certain transit related functions previously performed by the City of Kenner and/or the Jefferson Parish Transportation Advisory Committee and the Jefferson Parish Planning Department and Regional Planning Commission;
- f) Assume ownership and operation of all City owned transit and transit-related properties and equipment in accordance with Attachment "B", except for existing transportation funds as listed in Attachment "C";
- g) Perform other services and tasks consistent with its statutory authority and as set forth hereinafter and in Attachment "A" hereto.

The City agrees to transfer and deliver to the RTA any funds budgeted specifically to current transit operations at the time of execution of this Agreement, or property dedicated to or designated for transit or transit-related activities and any funds or property which may be designated to or dedicated to transit or transit-related activities. This agreement is not a franchise.

### III.

#### Obligations of the RTA

1. Assumption of Responsibility for Contracts

The RTA shall assume responsibility for certain transit related contracts, a list of which is attached hereto as Attachment "A", shall transmit funds received from the City to the appropriate parties pursuant to said contracts, and shall assure compliance with the terms and conditions of said contracts.

The City and RTA shall execute such documents as may be necessary to accomplish an assignment of those contracts to the RTA.

At the expiration of any such contracts assigned or administered, the RTA shall negotiate in its own name the renewal of any such contracts it deems advisable in accordance with law.

## 2. Transit Planning

The RTA shall perform short and long range transit planning for the City of Kenner and shall comply with applicable state and/or federal planning requirements. Short and long range planning shall include but not be limited to:

- a) Operation planning for the transit system.
- b) The development of the transit element of the Transportation Improvement Program, Transportation System Management Element, Transit Development Program, Overall Unified Work Program, and the 5-Year Capital Program.
- c) The planning for transit related capital improvements to the transit system.
- d) Alternative analysis and corridor planning.

## 3. Grant Applications

The RTA is the City's Designated Recipient and shall admin-



ister all grantee contractual obligations with respect to any and all such planning, operating, and capital assistance grants (state and/or federal) as may be designated and/or dedicated for use in connection with the transit system. Furthermore, RTA hereby accepts from and after the date of transfer of such grants from the City to RTA recipient responsibility for the UMTA grants as reflected in Attachment "D" hereto.

4. Reports

The RTA shall submit the following reports to the Mayor and the Finance Director and the City Council:

- a) An annual budget of expenditures by category on a month-by-month basis on or before April 1 of each year.
- b) Monthly financial reports for the services performed under the terms of this Agreement within thirty (30) days after the end of each month. Each financial report shall show the cumulative results for the current year, the cumulative results for the same period of the previous year, and projected operating results on a month-by-month basis for the following year. Financial accounts shall be maintained by the RTA in accordance with generally accepted principles of accounting.
- c) Copies of the RTA's annual audit and management letter, containing an appropriate certificate by the CPA firm conducting said audit and accounting

VST  
OK

for revenues, expenditures, and reserve funds pursuant to this Agreement.

5. RTA's Auditors and City's Right to Inspect Books

- a) The RTA shall use independent certified public accountants to audit its financial statements.
- b) The RTA's books shall be open for inspection and audit by the City during the RTA's normal business hours.

6. Transit Reserve Fund

The RTA shall create a transit reserve fund which shall receive any funds collected from the City for the administration and/or operation of the transit system. Any funds so transferred to the transit reserve fund shall be invested by the RTA in interest bearing accounts and in accordance with State Law, with appropriate credits for any such interest as may be earned. Such funds shall be used by the RTA as needed for operation for the benefit of the City of Kenner.

7. Provision of Transit Services

The parties hereto acknowledge that RTA and its contractors, <sup>NOT</sup> subcontractors and designees shall be exclusively responsible <sup>in</sup> for the operation of transit services within the City of Kenner <sup>KOR</sup> in accordance with RTA's statutory authority and powers pursuant to La. R.S. 48:1651, et seq.; and that the RTA shall, either directly or through contract, with a competent management firm, provide for the most efficient and cost-effective method for the provision of services pursuant to this contract for the transit system in the City of Kenner. The City concurs in RTA's selection

of ATE Management & Service Co., Inc. (ATE) to provide transit services. RTA shall require ATE to furnish certificates of insurance from companies licensed to do business in Louisiana for the following purposes and in the following amounts: one million (\$1,000,000) dollars to protect RTA against dishonesty or fraudulent acts of ATE employees; three million (\$3,000,000) dollars coverage for errors and omissions; and twenty million (\$20,000,000) dollars casualty coverage.

RTA, through its Executive Director, shall establish appropriate systems of controls to insure proper accounting for all financial transactions, purchases, appropriations and overall budget conformance in the management and operation of the transit system by RTA's contractors and subcontractors. RTA, through its Executive Director, shall also establish appropriate monitoring systems to insure compliance with the Equal Employment Opportunity and Disadvantaged Business Enterprise Program as set forth in this agreement. *(Minority) in N.O.R. OK, LST*  
*In N.O.R. A quarterly report is furnished by RTA regarding compliance.*

8. Indemnification *P8. N.O.R. OK, LST*

The RTA shall indemnify and hold harmless the City against any liability for acts or omissions by RTA, its officers, agents, employees, contractors, subcontractors, and contractors' subcontractors, officers, agents and employees outside the course and scope of its authority pursuant to this contract. RTA shall furnish certificates of insurance from companies licensed to do business in Louisiana for coverage of such liability for which the City may be ultimately responsible or liable. *OK, LST*

Such insurance shall be in the amount of \$5,000,000.00.

9. Alteration of Routes and Fares

The RTA hereby acknowledges the existing routes over which transit services presently operate within the City of Kenner. Pursuant to the RTA Act, La. R.S. 48:1657(D), prior to determining the basic routes over which the transit system will operate, the RTA shall hold at least one public hearing within the City

of Kenner. *Who will approve the alterations? - See p10 N.A.R.*

IV.

Obligations of the City

1. The City shall transfer ownership to the RTA on or before March 1, 1985, of *OK* all transit related property (movable as well as immovable) owned by the City, and used by it or by its operators for transit purposes *DU MARK* or on order and paid for wholly or in part with federal funds, and transit plant properties owned by operators and subsequently acquired by the City, if any, for use by the RTA or its contractors and subcontractors in connection with the operation of the transit system, including but not exclusively limited to those items as listed in Attachment "B".

2. The City shall indemnify and hold harmless the RTA and each of its constituent member parishes for any losses arising out of the City's action or failure to act pursuant to the obligations assumed by it under the provisions of this contract and the transit-related contracts listed in Attachment "A" hereof; for all suits and actions that may be brought against the RTA by reason of any injury or alleged injury to the property or person of another, where the cause of action arises out of the negligence or fault or on account of any act of commission or

omission on the part of Louisiana Transit Company, Inc., the City, or its employees in supplying the services provided for herein; and for any shortage of funds actually received by the RTA below the amount of funds budgeted by the City for the RTA in accordance with the provisions of V-4-c hereafter. *See M.O.K. #4*

3. The City shall transfer to the RTA all unexpended funds acquired from any source designated and/or dedicated for transit purposes consistent with the RTA's obligations specified in this agreement except for previous fiscal years' funds as specified in Section II of this agreement. The City shall transfer these funds to the RTA within thirty (30) days of the effective date of this agreement. Thereafter, the City shall monthly, within thirty (30) days of the date of receipt of any funds dedicated and/or designated to transit, transfer to the RTA all said funds which have been collected, or as otherwise provided in accordance with a payment schedule mutually agreeable to the parties, which schedule may be attached hereto and made a part hereof as Attachment "E". Transfer of these funds constitutes certification by the City that these funds are not subject to recapture due to action(s) of the City prior to the date transfer of these funds takes place. *Not in M.O.K*

4. The RTA may use any funds transferred by the City to close out obligations that may still exist between the City and its operator, Louisiana Transit Company, Inc., should the need arise. The RTA by doing this, however, unless specified herein, is not assuming liabilities of the City and/or its operators. *Not in M.O.K*

5. The City shall cooperate fully with RTA to secure local,

state and/or federal funds to fund transit operations on a continuing basis in the City of Kenner, which funds shall be dedicated and/or designated to transit.

6. The City hereby acknowledges that RTA is the official entity to apply for, receive, and administer any and all federal, state or other grant funds related to the operation of public transit services in the City of Kenner, for purposes including but not limited to Section 5(b)(1) of the Urban Mass Transportation Act of 1964, as amended. Any such funds received for use in the operation of the City's transit services may be used only in connection with the provision of transit services for the benefit of the City of Kenner, except as otherwise specifically authorized by resolution of the City Council.

7. The City shall issue no new permits or franchises to operate transit of any nature that would compete with the authority of the RTA during the pendency of this Contract, except with written permission of the RTA.

8. The City hereby agrees that RTA shall be substituted as grant recipient on all Urban Mass Transportation Administration (UMTA) grants and all grant applications held by the City (including those grants listed in Attachment "D" hereto) provided RTA will provide written assurances assuming responsibility for said grants, including but not limited to the following: (a) to operate said transit-related properties for mass transportation purposes; (b) to account for project equipment, its removal from transit, and reimbursement to UMTA; and (c) to operate no school or charter bus services except in accordance with UMTA

law and regulations, as service incidental to the operation of a public transit system.

9. The City agrees to execute and deliver to RTA such acts of sale, bills of sale, assignments of certificates of title to motor vehicles, assignments of contracts, agreements or leases and any and all other documents or instruments necessary to transfer ownership of all transit-related property.

V.

General Terms and Conditions

1. Effective Date

This Agreement will be effective on January 1, 1985, and shall continue in full force and effect until terminated in accordance with the provisions of this Agreement.

2. Termination

- a) This Agreement may be terminated at any time from the effective date of this Agreement by the City or the RTA for any reason by providing 6 months notice to the other party in writing.
- b) Should either party hereto default in the performance of any of its undertakings herein, and should such default continue for a period of 45 days after written notice specifying the default has been sent to the defaulting party, then this agreement shall automatically terminate 30 days after expiration of such 45-day period; provided however, in the event such specified default has been cured to the satisfaction of the non-defaulting

party, such non-defaulting party shall send a written notice to that effect to the other party on or before the expiration of said 45-day period. Nothing herein shall be construed to limit the authority of the parties to extend any time periods set forth in this subparagraph.

- c) If the City or the RTA should terminate this Agreement, the City shall assume all written and legal commitments pertaining to the City of Kenner that the RTA has outstanding that were entered into in good faith in anticipation of carrying out or to carry out the terms of this Agreement, including contracts, liabilities and similar items relating to the operation and administration of the transit system and/or its capital improvements, provided that any contract entered into by RTA with any entity containing a cancellation clause requiring in excess of six (6) month's notice must have prior approval of the Kenner Council. RTA shall return to the City at the earliest possible time following termination of this Agreement all transit-related property in possession of or on order by the RTA and owned by City as of the date of termination, as well as all RTA-owned property purchased with City funds. Provided further that all unexpended funds appropriated or transferred to RTA shall be returned to City



within thirty (30) days of the final accounting of RTA's books of accounts. Said final accounting shall commence within ten (10) days of the termination of this Agreement and shall be completed in a reasonable time but shall not exceed sixty (60) days.

3. Sources of Financing

The funds to be provided under this Agreement will be financed from the following sources:

- a) Fares collected from regular transit service.
- b) Contract fees for special transit services, including charter, sightseeing, etc.
- c) Miscellaneous revenues, including transit advertising, etc.
- d) Whatever local, state, and/or federal funds may be obtainable for capital improvements and/or operating costs.
- e) Any revenues from taxes levied by the City and dedicated to and/or designated for transit.
- f) Any revenue appropriated from the general fund of the City for the discharge of the functions set forth or assumed in this Agreement.
- g) Any funds that RTA may obtain to perform transit services in the City of Kenner.

4. Appropriation Procedure

- a) On or before the 1st day of April of each year the City shall submit to the RTA estimates of the revenue yield that will be available from

taxes dedicated to transit during the coming calendar year.

- b) On or before the 1st day of May of each year, RTA shall submit a plan which reflects the proposed allocation of funds to the individual budget units of the RTA. Such budget units (consisting of Administration, Planning, Transit Equipment, and Operations) shall approximate the organizational units of operation of the Regional Transit Authority. The proposed plan shall be revised after June 1 to reflect the actual appropriation of the City to the Regional Transit Authority, and shall be presented to the Council for adoption on or before July 1. The Regional Transit Authority shall adhere to the approved plan and shall apply to the Council for a plan amendment if such becomes necessary. Funds shall not be transferred among budget units without such approval.
- c) On or before the first day of July of each year, the City shall appropriate to the RTA all funds derived from the taxes dedicated and/or designated to transit and any other funds received or to be received, designated and/or dedicated to transit.
- d) The City shall appropriate to the RTA such other funds as are agreed upon for the implementation

of this Agreement.

- e) Within sixty (60) days following the first day of July of each year, the RTA shall submit to the City an accounting by budget category of its administration of City transit funds during the previous calendar year.
- f) Within sixty (60) days following the first day of June 1 of each year, the RTA shall submit to the City an adopted budget of expenditures by category for the current calendar or fiscal year. Thereafter any deviations from said budget shall be reported to the Council as a part of the monthly reports required of RTA by Article III, Section 5 b) hereinabove.
- g) Within 30 days following the end of the current calendar year, the RTA shall give the Council a review and report of its operations for the preceding six months.

5. Amendment Procedure

This Agreement or the City's appropriation may be amended at any time by mutual consent of the parties, but then only in writing. Either party may initiate discussions of revision of any part of this Agreement or the City's appropriation to RTA by a written request to the other party stating the provision or provisions which it would like revised, the nature of the proposed revision, and the reasons therefor. Within thirty (30) days thereafter, the parties shall begin to negotiate the proposed

revision and shall endeavor in good faith to reach an agreement. Until the provisions of the revision are agreed upon, the then existing terms of this Agreement shall remain in full force and effect.

6. Equal Employment Opportunity

During the performance of this Agreement, the RTA agrees as follows:

- a) RTA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The RTA will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The RTA and its subcontractors, if any, agree to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions for this non-discrimination clause.
- b) The RTA shall, in all solicitations or advertisements for employees placed by or on behalf of the RTA or any subcontractor, state that all qualified applicants will receive consideration

for employment without regard to race, religion, color, sex, or national origin.

- c) The RTA shall send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representative of the RTA's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 7. Disadvantaged Business Enterprises

It is the policy of the City of Kenner that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with funds provided under this Agreement.

The RTA agrees to insure that disadvantaged business enterprises have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. The RTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

#### 8. Severability, Intent, and Assignability

Should any section of this Agreement or any part of any section be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such declaration shall not affect the validity of other sections or any part thereof not so declared unconstitutional, invalid,

or beyond the authority of either party to enter into or to carry out, and the remainder of this Agreement shall continue in full force and effect as though the portion declared unconstitutional, invalid, or beyond the authority of either party did not exist.

This Agreement is not intended to be a third party beneficiary contract and confers no rights upon anyone other than the City and the RTA as representatives of the public. Nothing herein shall constitute any imposition or acceptance of any personal obligation or liability not otherwise imposed by law upon or by any individual employed or associated with City or the RTA, or to prohibit the indemnification of any such individual in connection with any claim, action, suit or proceeding to which he is or may be made a party by reason of such employment or association, if otherwise allowed by law.

This Agreement shall not be assigned nor any interest therein transferred by either party without the prior written consent of the other party.

9. Notices

Any notices required or authorized hereunder shall be communicated by the use of registered or certified mail to or from the following:

For the City

Aaron F. Broussard  
Mayor  
City of Kenner  
1801 Williams Blvd.  
Kenner, Louisiana 70062

For the RTA

Chairman  
Regional Transit Authority  
1001 Howard Building  
Suite 1600  
New Orleans, Louisiana 70113

Copies of said notices shall be provided to the Council fiscal officer. Either party to this Agreement may designate another name or address for notice purposes by sending notification of such designation in accordance with the procedure set forth herein.

10. Force Majeure

In the event that RTA or the City shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or because of the act, failure to act, or default of the other party, or other reason beyond their control, then performance of such act shall be excused for the period of the delay.

11. Public Referenda

The parties to this Agreement covenant that, notwithstanding the provisions of R.S. 48:1651, et seq., the RTA shall not call for a tax referendum without prior approval of the Kenner City Counsel.

IN WITNESS WHEREOF, the RTA, herein represented by Sam A. LeBlanc, III, its Chairman, and the City, hereby represented by Aaron F. Broussard, Mayor, have executed this Agreement this 27<sup>th</sup> day of December 1984, in multiple originals.

WITNESSES:

[Handwritten Signature]

Wilbur W. Irwin

REGIONAL TRANSIT AUTHORITY

BY: [Handwritten Signature]  
SAM A. LeBLANC, III, Chairman

CITY OF KENNER

BY: [Handwritten Signature]  
AARON F. BROUSSARD, Mayor

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, personally came and appeared SAM A. LeBLANC, III, to me known, who did declare and acknowledge to me, Notary, and the undersigned competent witnesses, that he is the Chairman of The Regional Transit Authority, a political subdivision of the State of Louisiana, that as such duly authorized officer, by and with the authority of the Board of Directors of The Regional Transit Authority, he signed and executed the foregoing instrument as the free and voluntary act and deed of The Regional Transit Authority, for and on behalf of the Regional Transit Authority and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer, the undersigned witnesses, and I, Notary, have signed this acknowledgement on this 27th day of December, 1984.

WITNESSES:

Thomas H. Laver Sam A. LeBlanc, III  
SAM A. LeBLANC, III

William W. Iron

[Signature]  
NOTARY PUBLIC



ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, personally came and appeared AARON F. BROUSSARD, to me known, who did declare and acknowledge to me, Notary, and the undersigned competent witnesses, that he is the Mayor of the City of Kenner, State of Louisiana, that as such duly authorized officer, by and with the authority of the City Council of the City of Kenner, he signed and executed the foregoing instrument as the free and voluntary act and deed of the City of Kenner, for and on behalf of the City of Kenner, and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, the said appearer, the undersigned witnesses, and I, Notary, have signed this acknowledgement on this 21<sup>st</sup> day of December, 1984.

WITNESSES:

Thomas L. [Signature] Aaron F. BROUSSARD

William W. [Signature]

[Signature]  
NOTARY PUBLIC

Attachment "A"

Contract between the City of Kenner and  
Louisiana Transit Company, Inc. dated June 21,  
1982. (See Exhibit "1")

AGREEMENT

AGREEMENT, entered into this 21 day of June, 1982, at the City of Kenner, Parish of Jefferson, State of Louisiana, by and between THE CITY OF KENNER, represented herein by Larry Hooper, Mayor, as authorized by Reslution of the City Council adopted on the 17th day of June, 1982, (hereinafter referred to as "THE CITY") and LOUISIANA TRANSIT COMPANY, INC., appearing herein through R. Kent Mitchell, its duly authorized President (hereinafter referred to as "LOUISIANA TRANSIT"),

## WITNESSETH THAT:

The City and Louisiana Transit, for the considerations hereinafter provided, do mutually agree, with respect to the operation of the municipal bus system known as the "Kenner Loop" by Louisiana Transit, covering the route, and upon the schedule, set forth on Exhibit "A" hereunto annexed, including the maintenance of equipment, with buses provided by the City, under the terms and conditions as hereinafter provided, as follows:

I. The City Hereby Agrees To:

A. Furnish the necessary buses, including spares, required to operate an agreed upon schedule and route within the City of Kenner. Buses provided by the City must be approved by Louisiana Transit as being in good mechanical condition and compatible with existing buses of Louisiana Transit's fleet, and must have proper fare collection equipment, compatible with that of Louisiana Transit's fleet.

B. Provide adequate bodily injury and property damage liability insurance coverage, as well as fire, theft, and collision insurance coverage, with respect to all buses provided by The City. Louisiana Transit will be made a named insured on all such policies.

C. The City hereby agrees to and shall indemnify and save and hold harmless Louisiana Transit Company, Inc. from and against any and all claims in all ways or manners connected with Louisiana Transit Company, Inc.'s performance under this agreement, less and except as regards the provisions of Section II (B) and (C) of this agreement.

D. Pay to Louisiana Transit a guaranteed sum of THIRTY AND NO/100 (\$30.00) DOLLARS per bus hour operated, including time elapsed in trips between Louisiana Transit's Marahan garage and the route upon which service is to be furnished.

E. Increase the THIRTY AND NO/100 (\$30.00) DOLLARS per bus hour operated guarantee by FIVE CENTS (\$0.05) per bus hour operated for each ONE CENT (\$0.01) increase in the top-rated bus operator's hourly rate which is presently SEVEN AND 87/100 (\$7.87) DOLLARS per hour. Adjustments to rate, as guaranteed hereinabove, will be made effective with the effective date of the wage rate increase.

F. Increase the THIRTY AND NO/100 (\$30.00) DOLLARS per bus hour operated guarantee by FIVE CENTS (\$0.05) for each ONE CENT (\$0.01) increase in the net delivered price, including applicable taxes, which Louisiana Transit pays for #1 Diesel fuel, above the present base price of ONE AND 0926/10000 (\$1.0926) DOLLARS per gallon.

G. Guarantee a minimum of FIFTY-FIVE (55) bus hours operated per week multiplied by the number of buses required to operate the agreed upon bus schedule, excluding spare buses.

H. Pay all amounts due to Louisiana Transit monthly, within 15 days of receipt of invoice.

I. Divide, on a monthly basis, equally with Louisiana Transit any revenues collected from the operation of the agreed upon bus schedule which are to

excess of the hourly guarantee in effect at such time.

J. Pay for all accident damage to The City owned buses, either through The City's insurer, from a liable third party, or from The City's general funds.

II. Louisiana Transit Hereby Agrees To:

A. Provide bus operators, and the training thereof, to operate the agreed upon schedule and route.

B. Provide for the contribution and withholding of FICA taxes, Federal and state employment taxes, and transmittal of said taxes to the proper authorities, with respect to the personnel of Louisiana Transit employed pursuant to this Agreement.

C. Provide Worker's Compensation, group insurance and pension coverage for the personnel of Louisiana Transit employed pursuant to this Agreement.

D. Provide normal preventive bus maintenance and repairs, including parts, labor and supervision.

E. Provide washing and cleaning of buses.

F. Provide and furnish fuel and lubricating oil and greases.

G. Provide overall supervision and management services for the operation of the agreed upon bus schedule.

H. Provide tires for buses owned by The City, which tires will remain the property of Louisiana Transit and/or its tire supplier.

I. Provide scheduling and routing information service to the general public served by the agreed upon bus schedule.

J. Provide for the collection of fares, counting of monies collected, and bank messenger service.

K. Provide road service to the buses serving the agreed upon bus schedule.

L. Provide all necessary office supplies and professional fees necessary and essential to Louisiana Transit's fulfillment of this Agreement.

M. Provide storage space for buses, and the necessary utilities and special tools.

N. Provide an accounting to The City of all revenues received from the operation of the agreed upon bus schedule, and credit The City with same by deducting such bus revenues from the monthly billing rendered to the City of Kenner, all subject to Section I-1 above.

O. Provide accident prevention and reporting services.

P. Provide appropriate "bus stop" signs.

III. Term of Contract:

This Contract is for a basic term of THREE (3) years, commencing on the 1st day of July, 1982, and terminating THREE (3) years thereafter. However, either of the parties to this Contract may cancel or terminate same NINETY (90) days after having given the other party written notice of intention to terminate, CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

IV. Liability for Delay of Service:

Louisiana Transit shall not be liable to The City for any failure, delay or interruption of service, nor for failure or delay in performance of any obligations under this Contract, due to strikes, lock-outs, acts

of God, hurricanes, floods, Government restrictions, enemy action, civil commotion, unavoidable casualties, or similar acts beyond the control of said Louisiana Transit. Should any delay or interruption of service occur over the causes of which Louisiana Transit has control, and if Louisiana Transit should fail to remedy any such delay or interruption within FIVE (5) days after receipt of written notice thereof from The City, the sole remedy available to The City shall be the option to immediately thereafter declare this Agreement terminated and the parties restored to the positions in which they were prior hereto.

V. Schedule and Routes:

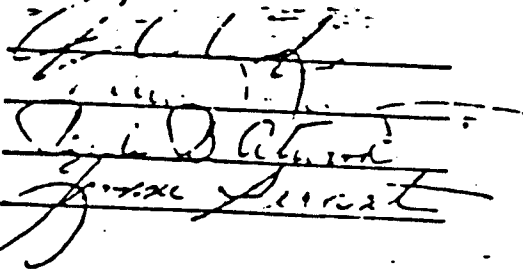
Changes in schedules to be operated, and any changes, extensions, discontinuations or additions to the initial schedule and route, may be made only by mutual written consent of The City and Louisiana Transit.

VI. Recognition of Labor Contract:

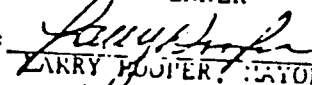
The parties hereto take cognizance of, and agree that priority shall be given to, the fact that Louisiana Transit operates under a union labor agreement and cannot violate the terms of said labor contract in order to fulfill this Agreement with The City.

This written Agreement constitutes the entire agreement the parties hereto; and any changes, additions, deletions or alterations shall be effective only upon the written agreement of both parties hereto.

WITNESSES:



THE CITY OF KENNER

BY:   
LARRY HOOVER, MAYOR

LOUISIANA TRANSIT COMPANY, INC.

BY:   
R. KENT MITCHELL, PRESIDENT

STATE OF LOUISIANA  
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared:

LARRY HOOPER,

Mayor of the City of Kenner, authorized to act and acting in behalf of the City of Kenner by virtue of a resolution adopted by the City Council of The City of Kenner, dated June 17, 1982, who declared that he executed the foregoing Agreement as the free act and deed of The City of Kenner, for the objects and purposes therein expressed.

  
LARRY HOOPER, MAYOR

SWORN TO AND SUBSCRIBED, before me,  
this 21 day of June, 1982.

  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF JEFFERSON

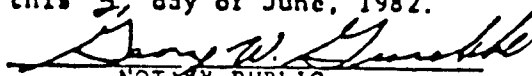
BEFORE ME, the undersigned authority, duly commissioned and qualified in the Parish and State aforesaid, personally came and appeared:

R. KENT MITCHELL,

the duly authorized President of Louisiana Transit Company, Inc., who declared that he executed the foregoing Agreement on behalf of Louisiana Transit Company, Inc., as the free act and deed of said Company, for the objects and purposes therein expressed:

  
R. KENT MITCHELL, PRESIDENT

SWORN TO AND SUBSCRIBED, before me,  
this 21 day of June, 1982.

  
NOTARY PUBLIC



| <u>BUS NUMBERS</u> | <u>NUMBER OF UNITS</u> | <u>MAKE</u> | <u>MODEL</u> | <u>YEAR NEW</u> | <u>YEAR ACQUIRED</u> |
|--------------------|------------------------|-------------|--------------|-----------------|----------------------|
| 374                | 2                      | GMC         | T6H-4523     | 1974            | 1974                 |
| 5                  | 1                      | GMC         | TDH-4519     | 1966            | 1977                 |

CITY OF KENNER PROPERTY

Attachment "C"

City of Kenner

As of

6-30-84

Reserve for Transportation Expenses

|              |              |
|--------------|--------------|
| Fund Balance | \$414,314.00 |
|--------------|--------------|

Attachment "D"

Attachment "E"

## AMENDMENT

This Amendment to the Transit Agreement (“Amendment”) between the City of Kenner (“CITY”) and the Regional Transit Authority (“RTA”):”

**WHEREAS**, CITY is a local political subdivision of the Parish of Jefferson, State of Louisiana, with the constitutional and statutory authority to contract, including entering into agreements related to transit and mass transportation; and,

**WHEREAS**, as indicated by LSA-R.S. 48:1651 *et al.*, RTA is a statutorily-created local political body of the State of Louisiana created by Act 439 of the Louisiana Regular Legislative Session of 1979 with the constitutional and statutory authority to contract, including entering into agreements related to transit and mass transportation; and,

**WHEREAS**, Resolution No. B-5006 adopted December 20, 1984, approved an Agreement between City and RTA (“Agreement”) to provide transit service to the City; and,

**WHEREAS**, Resolution B-7191, adopted November 5, 1987, amended the Agreement adding paragraph (h) to Section II; and,

**WHEREAS**, CITY and RTA wish to amend the general terms and conditions of the Agreement as it relates to termination.

**NOW THEREFORE**, the Agreement is amended as follows:

SECTION ONE: That Section V. General Terms and Conditions 2. Termination shall be deleted in its entirety and replaced with the following language:

- a) This Agreement may be terminated at any time should the parties mutually agree in writing to the immediate termination of the Transit Agreement.
- b) Should either party default in the performance of any of its undertakings, and should such default continue for a period of 45 days after written notice specifying the default has been sent to the defaulting party, then this Agreement shall automatically terminate 30 days after expirations of such 45-day period; provided however, in the event such specified default has been cured to the satisfaction of the non-defaulting party, such non-defaulting party shall send a written notice to that effect to the other party on or before the expiration of said 45-day period. Nothing shall be construed to limit the authority of the parties to extend any time periods set forth in this subparagraph.
- c) If the City or the RTA should terminate this Agreement, the City shall assume all written and legal commitments pertaining to the City that the RTA has outstanding that were entered into in good faith in anticipation of carrying out or to carry out the terms of this Agreement, including contracts, liabilities and similar items relating to the operation and administration of the transit system and/or its capital improvements, provided that any contract entered into by RTA with any entity containing a cancellation clause requiring

in excess of six (6) months' notice must have prior approval of the City Council. RTA shall return to the City at the earliest possible time following termination of this Agreement all transit-related property in possession of or on order by the RTA and owned by City as of the date of termination, as well as all RTA-owned property purchased with City funds. Provided further that all unexpended funds appropriated or transferred to RTA shall be returned to City within thirty (30) days of the final accounting of RTA's books of accounts. Said final accounting shall commence within ten (10) days of the termination of this Agreement and shall be completed in a reasonable time but shall not exceed sixty (60) days.

SECTION TWO: That except where specifically modified, the remainder of the Agreement is intact, valid, and fully enforceable.

SECTION THREE: That City and RTA also agree to the following:

Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute Amendment.

The recitals stated above are incorporated and expressly made part of this Amendment.

The parties have signed this Amendment to the Agreement on the dates indicated below.



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

**File #:** 24-073

**Board of Commissioners**

Cooperative Endeavor Agreement (CEA) between The University of New Orleans (UNO) and Regional Transit Authority (RTA)

|   |   |
|---|---|
| DESCRIPTION: Requesting to approve Cooperative Endeavor Agreement (CEA) between The University of New Orleans (UNO) and Regional Transit Authority (RTA)                      | AGENDA NO: Click or tap here to enter text. FILE ID: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

Approve the CEA between UNO and the RTA for one graduate student research intern for one year.

ISSUE/BACKGROUND:

RTA and UNO have developed an agreement which would enable RTA to hire a graduate student research intern for one year. This resolution is to approve a CEA with UNO, which is a requirement for intergovernmental fund transfer.

DISCUSSION:

The Planning and Scheduling department is committed to developing students by providing a place to train and provide hands-on work experience and wishes to continue investing in its internship program. The department has a history of employing graduate, undergraduate, and high school interns going back decades, and currently employs one undergraduate intern through Dillard University, who has been a part of the team for two years.

We are currently seeking a graduate intern to support more complex planning projects and research, as well as everyday department functions. UNO offers the only accredited Graduate program in Urban Planning in Louisiana and is also home to the UNO Transportation Institute (UNOTI), which consistently attracts talented and motivated graduate students. Having this CEA in place will benefit students by offering a pathway to a career in public transportation and will benefit the RTA by attracting talent to the Agency. The potential candidate will be a part-time employee. The program is being developed as a pilot project that can be utilized by other universities.

FINANCIAL IMPACT:

The estimated cost for the CEA between the University of New Orleans (UNO) and the Regional Transit Authority (RTA) for one graduate student research intern for one year is not-to-exceed \$30,000 and will be charged to account 01-2800-02-7070-176-00-00-00000-00000-00.

NEXT STEPS:

Upon Board approval, staff will interview candidates to hire and enter into the CEA with the University of New Orleans.

ATTACHMENTS:

1. Resolution
2. CEA Agreement

Prepared By: Arionne Edwards, aedwards@rtaforward.org  
Title: Manager of Service Development

Reviewed By: Elisabeth Stancioff, estancioff@rtaforward.org  
Title: Data Analytics and Innovation Specialist

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



7/18/2024

Lona Edwards Hankins  
Chief Executive Officer

Date





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

504.827.8300  
[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT (CEA)  
BETWEEN THE UNIVERSITY OF NEW ORLEANS (UNO) AND THE REGIONAL  
TRANSIT AUTHORITY (RTA) FOR A GRADUATE STUDENT RESEARCH INTERN**

---

Introduced by Commissioner \_\_\_\_\_, seconded  
by Commissioner \_\_\_\_\_.

**WHEREAS**, the New Orleans Regional Transit Authority (“RTA”) and the University of New Orleans (“UNO”) have agreed to enter a Cooperative Endeavor Agreement (“CEA”) that will allow the RTA to hire a graduate intern through UNO; and

**WHEREAS**, The RTA will employ one (1) intern for one (1) year; and

**WHEREAS**, an agreement is required between RTA and UNO to transfer funds to pay for the services of one graduate student research intern for **an amount not to exceed THIRTY THOUSAND DOLLARS**; and

**WHEREAS**, the graduate student is professionally qualified and willing to perform these services; and

**WHEREAS**, the intern will provide 20 hours of service per week for the academic summer, fall and spring semesters listed in the CEA;

**WHEREAS**, the potential candidate will be a part-time employee. The program is being developed as a pilot project that can be utilized by other universities; and



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

504.827.8300  
[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_

Page 2

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to execute an agreement with UNO for a graduate intern for one year.

**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 23<sup>Rd</sup> DAY OF JULY 2024.**

---

**MARK RAYMOND, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS**

**CONTRACTUAL SERVICES AGREEMENT  
BETWEEN UNIVERSITY OF NEW ORLEANS AND  
REGIONAL TRANSIT AUTHORITY**

**THIS AGREEMENT**, made and entered into at New Orleans, Louisiana, this **21 day of June, 2024** by and between Regional Transit Authority, hereinafter referred to as "RTA" and the University of New Orleans, hereinafter referred to as the "**University.**"

**WITNESSETH;**

**WHEREAS**, RTA requires services from the University of New Orleans to provide the services of one graduate student research intern.

**WHEREAS**, the University is professionally qualified and willing to perform these services,

**NOW, THEREFORE**, for the consideration hereinafter named, the parties agree as follows:

1. The University shall perform the professional services described in the attached statement of work attached hereto and made a part of this agreement as Attachment B.
2. The University shall perform the services described in Attachments A and B, according to the schedule indicated therein or during the period **August 14, 2021 to July 31, 2025**. Should there be a conflict between the dates indicated in the attachments and the dates indicated in this paragraph, the dates in this paragraph will govern.
3. The price and consideration for which this agreement is made can be in an amount not to exceed twenty-nine thousand, two hundred and thirty-three dollars (\$29,233.00), which funds shall be paid to the University by RTA in accordance with the schedule set forth in Attachment B.
4. RTA's representative for purposes of administration of this agreement shall be RTA, and the University's representative for purposes of administration of this agreement shall be Bethany Stich.
5. The University acknowledges that its relationship to RTA is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The University acknowledges and agrees that the responsibility for payment of taxes due on the funds received under the agreement shall be said University's obligation and shall be paid under federal tax identification number **72-0702000**.
7. The University shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of RTA provided, however, that claims for money due to the University from RTA may be assigned to any financial institution without prior written consent, provided that notice of such assignment shall be furnished to the University.
8. To the extent allowed by Louisiana law, the University shall indemnify and hold harmless RTA against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the University, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the University hereunder.
9. RTA shall indemnify and hold harmless the University against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property

resulting from, or by reason of, any negligent act or omission, operation or work of RTA, its agents, servants, or employees while engaged upon or in connection with the services required or performed by RTA hereunder.

10. Both parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The University agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disabilities.

11. This agreement may be amended or extended only by mutual written consent of both parties.
12. Both parties reserve the right to cancel this agreement upon a thirty (30) day written notice to the other party. The University shall be reimbursed for all allowable costs incurred to the date of termination, including all non-cancelable commitments, providing however that this clause shall not constitute authority to exceed the amount specified in clause 3.
13. This agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against either party.
14. Proprietary Information disclosed during the term of this Agreement and the protection afforded to such Proprietary Information by this Agreement shall continue notwithstanding any termination or expiration of this Agreement for a period of five (5) years from the Effective Date of this Agreement. The above obligations relating to the use of and disclosure of Proprietary Information shall be satisfied by the Receiving Party affording that Proprietary Information the same degree of protection which it affords to its own Proprietary Information of similar importance, but not less than a reasonable degree of care. Nothing contained herein shall restrict any Party from disclosing any portion of Proprietary Information on a restrictive basis pursuant to a judicial or other lawful government order, but only to the extent of such order and only after reasonable prior notice to the Disclosing Party who can attempt a lawful process to preclude such disclosure. Oral Proprietary Information disclosed shall be written to paper within 10 days. All disclosures shall be marked as "Proprietary Information" for the protection to be afforded.
15. Ownership and title to any invention or intellectual property resulting from this research, whether or not patentable, shall reside with University of New Orleans. The University will notify the XX of the invention or the creation of intellectual property upon its disclosure by the Principal Investigator to the University's Office of Technology Management and Commercialization. The XX is granted a first option to negotiate an exclusive or non-exclusive royalty bearing license to such intellectual property; this option shall expire 180 days after notification or 180 days after filing of a patent application, whichever occurs first.
16. Ownership of any equipment involved with research shall be the property of the University, unless otherwise stated.
17. This agreement shall expire on **July 31, 2025**, unless extended or canceled as provided herein.
18. When federal funds are involved, The University shall comply with the federal guidelines under 2 CFR Part 200 as they apply to institutions of higher education.

19. "RTA" may not make any use of the name, marks, logo, initials, University in news releases, advertisements, promotional materials, or otherwise, without obtaining prior written consent from the respective authorized representative named in this Agreement for each such use. Under no circumstances may "RTA" state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

**IN WITNESS WHEREOF**, the parties have executed this agreement in the presence of the undersigned competent witnesses

**University Of New Orleans**

By \_\_\_\_\_  
**Mamie Gasperecz**  
**Vice President for Business Affairs**

**Regional Transit Authority**

By \_\_\_\_\_  
**Dwight Norton**  
**Interim Chief of Planning & Capital Projects**

**ATTACHMENT A  
CONTRACTUAL SERVICES AGREEMENT**

**University Contact:**

University of New Orleans  
Lakefront Campus  
New Orleans, LA 70148

ATTN: Julie Landry, Research Administrator  
Office of Research and Sponsored Programs  
University of New Orleans  
Administration Building, Suite 1005  
2000 Lakeshore Drive, N.O., LA 70148  
Phone: 504.280.4752  
Jelandr1@uno.edu

**Your Company Contact:**

Dwight Norton  
2817 Canal Street  
New Orleans, LA 70119  
504-827-8338  
dnorton@rtaforward.org

**Name of Official Authorized to Sign Contract:**

**UNO's Tax I.D. Number:** 72-0702000

**Services to Be Performed:** See Attachment B

**Time Period:**   **Start:** 8/14/2024                      **Complete:** 7/31/2025

**Payment Amount:** \$29,233

**Payment Terms:** (see Attachment B)

**Department Representatives:**

Bethany Stich  
2000 Lakeshore Drive  
273 Milneburg Hall  
New Orleans, LA 70148  
504-280-6520  
[bstich@uno.edu](mailto:bstich@uno.edu)

Delinda Swanson  
2000 Lakeshore Drive  
273 Milneburg Hall  
New Orleans, LA 70148  
504-280-6519  
[dswanson@uno.edu](mailto:dswanson@uno.edu)

**ATTACHMENT B  
STATEMENT OF WORK AND BUDGET**

The intern will provide 20 hours of service per week for the academic summer, fall and spring semesters listed below. The intern will not be required to work when the University of New Orleans is closed for holidays which include spring and fall break.

This is a cost reimbursable contract. The payment schedule is listed below.

\*Project Costs and Pricing: \$29,233

**Fall 2024**

Dates: August 14, 2024-December 12, 2025

Total: \$12,114.00

**Spring 2025**

Dates: January 3, 2025-May 14, 2025

Total: \$12,213.00

**Summer 2025**

Dates: June 2, 2025-July 31, 2025

Total: \$4,906.00

**Total for Academic Semesters: \$29,233**

One invoice is due December 23, 2024

One invoice is due June 2, 2025

Final invoice is due August 10, 2025



Board Report and Staff Summary

File #: 24-078

Finance Committee

A Cooperative Endeavor Agreement (CEA) Between the City of New Orleans and the Regional Transit Authority for the Zero Transit Fare for Opportunity Youth Program

|   |   |
|---|---|
| DESCRIPTION: Request to execute a CEA with the City of New Orleans and the RTA to implement a special transit program for Opportunity Youths.                                 | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other |   |

RECOMMENDATION:

To authorize the Chief Executive Officer (CEO) to receive and execute a Cooperative Endeavor Agreement (CEA) between the City of New Orleans (CNO) and the Regional Transit Authority (RTA) for the purpose of operating a pilot program entitled “Zero Transit Fare for Opportunity Youth Program.”

ISSUE/BACKGROUND:

A CEA between the CNO and RTA is needed to set forth the terms of administering funds for a special transit pass program that will allow opportunity youth, young people between the ages of 16 and 24, to ride RTA transit services at no cost to themselves. In lieu of program-eligible riders paying for fares at the time of activation, the City of New Orleans will pay RTA for the cost of one-day passes activated by program participants during the pilot period.

In 2023, the New Orleans City Council allocated \$2.5 million in American Rescue Plan Act funding for this pilot program. This CEA specifies the terms of when and how the CNO is to pay RTA for transit access provided.

This one-year pilot program will provide valuable data to help the City and RTA evaluate how zero fares can benefit New Orleans youth; this program supports the broader vision of the New Orleans Youth Master Plan.

DISCUSSION:

In partnership with RIDE, CNO, the New Orleans Public Library (NOPL), and the New Orleans Children and Youth Planning Board (CYPB), the RTA has helped design a low-barrier transit access program to encourage youth mobility through this pilot program. The funding made available by CNO through this ARPA allocation means the RTA can offer this service without forgoing any fare revenue that would otherwise be collected from program participants during this period.

FINANCIAL IMPACT:

The RTA is expected to receive \$2,425,000 under this program. The RTA will not forgo any fare



revenue during this pilot program, due to the terms of agreement with CNO.

NEXT STEPS:

Upon Board approval, the CEO will execute the CEA between CNO and RTA. During the performance of this CEA, staff will participate in on-going program activities and reporting processes with partner organizations.

ATTACHMENTS:

1. RTA Board Resolution
2. CEA
3. Project MOU

Prepared By: Jessica M. Lang  
Title: Business Analyst

Reviewed By: Jack Duffy  
Title: Manager of Fare Policy & Systems

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



Lona Edwards Hankins  
Chief Executive Officer

8/1/2024

Date



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

RESOLUTION NO. \_\_\_\_\_  
FILE ID NO. 24-078

STATE OF LOUISIANA  
PARISH OF ORLEANS

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**TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT (CEA) BETWEEN THE  
CITY OF NEW ORLEANS (CNO)  
AND THE REGIONAL TRANSIT AUTHORITY (RTA)  
TO IMPLEMENT THE ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH PROGRAM  
AND TO RECEIVE FUNDING TOTALING \$2,425,000**

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Introduced by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, the City of New Orleans (CNO) and the Regional Transit Authority (RTA) need to enter a Cooperative Endeavor Agreement (CEA) for the purpose of implementing a pilot program to facilitate zero-fare transit access to opportunity youth; and

**WHEREAS**, the New Orleans City Council allocated \$2.5 million in American Rescue Plan Act funding for this pilot program; and

**WHEREAS**, the program will provide third-party payment to the RTA so eligible riders may use appropriate fare media at no cost to themselves; and

**WHEREAS**, the City of New Orleans will pay fare prices on the behalf of program participants; and

**WHEREAS**, this CEA sets up the necessary framework for CNO and RTA to utilize funds in the City's Youth Fare Transportation Fund for program activities; and

**RESOLUTION NO. \_\_\_\_\_**  
**FILE ID NO. 24-078**

**Page 2**

**WHEREAS**, the City of New Orleans has allocated \$2,425,000 for the provision of transit services under this program; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the Chief Executive Officer (CEO) to receive and execute a Cooperative Endeavor Agreement (CEA) with the City of New Orleans for the purpose of establishing the funding to the RTA to facilitate the pilot program entitled "Zero Transit Fare for Opportunity Youth Program."

**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 \_\_\_<sup>th</sup> DAY OF MONTH, YEAR.**

\_\_\_\_\_  
**MARK RAYMOND, JR.**  
**CHAIRMAN**  
**RTA BOARD OF COMMISSIONERS**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**  
**ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the “**RTA**” or the “**Contractor**”). The City and the RTA may sometimes each be referred to as a “**Party**” or collectively as the “**Parties**.” The Agreement is effective as of August 31, 2024 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, the RTA is a political subdivision of the State of Louisiana, whose principal address is 2817 Canal Street, New Orleans, LA 70119; and

**WHEREAS**, pursuant to *Article 7, Section (14)(C) of the Louisiana Constitution of 1974*, and related statutes, and *Section 9-314 of the Home Rule Charter of the City of New Orleans*, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

**WHEREAS**, the City was awarded Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**” or “**Grant Award**”), distributed by the United States Department of Treasury (“**Treasury**”), to facilitate the goals of the American Rescue Plan Program (“**ARP Program**”), pursuant to the *American Rescue Plan Act (Public Law 117-21*, signed March 11, 2021); and

**WHEREAS**, in 2023, the City created the Youth Fare Transportation Fund (“**fund**”) with a portion of the Grant Award’s funding for the purpose of funding programs executed by RTA, including but not limited to programs that involve providing free public transit for the City’s opportunity youth as the City’s opportunity youth pursue workforce development training in industries affected by the Covid-19 Pandemic; and

**WHEREAS**, the fund will support a pilot program, entitled, “Zero Transit Fare for Opportunity Youth Program,” (“**pilot program**”) that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans Parish residents, ranging from the ages of sixteen to twenty-four (**16-24**) years-old (“**Services**”), during the duration of the pilot program; and

**WHEREAS**, the City will renumerate the RTA for the aforementioned services with the funding provided by the Grant Award; and

**WHEREAS**, the RTA, by agreeing to undertake the implementation, utilizing funds provided by Treasury, will be acting as a contractor of the City, as defined by 2 *CFR Part 200.1* and *200.331*, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the ARP Program and exhibits incorporated into this Agreement; and

**WHEREAS**, the activities hereunder are eligible under the ARP Program; and

**WHEREAS**, the City and the RTA desire to accomplish the valuable public purpose of fostering a strategic partnership to build thriving workforce ecosystems for opportunity youth in the wake of the Covid-19 Pandemic by studying the benefits of free public transit, when opportunity youth pursue employment opportunities; and

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

### **ARTICLE I – GENERAL AWARD INFORMATION**

The Agreement between the City and the RTA is for the purpose of carrying out the goals of a Federal award and creates a procurement relationship for the purpose of obtaining goods and services for the City’s use.

|   |   |
|---|---|
| <b>Federal Award Identification Number:</b>                 | SLT-1835 and SLT-7352                                     |
| <b>CFDA Number and Name:</b>                                | 21.027 - Coronavirus State and Local Fiscal Recovery Fund |
| <b>Federal Award Project Description:</b>                   | American Rescue Plan Act Federal Recovery Funding         |
| <b>Is this award for research and development?</b>          | No  |
| <b>Contractor’s Unique Entity Identifier:</b>               | R71BUMMQRKZ4  |
| <b>Amount of Federal Funds Obligated to the Contractor:</b> | \$2,425,000.00  |
| <b>Contact Information:</b>                                 | See Article XII - Notice                                  |

### **ARTICLE II - THE RTA’S OBLIGATIONS**

**A. Services.** The RTA shall:

1. Provide the City’s opportunity youth with free transit fare passes to Orleans Parish residents ranging from the ages of sixteen to twenty-four (**16-24**) years-old (“**Services**”) during the duration of the Zero Transit Fare for Opportunity Youth Program (“**pilot program**”).
2. Supply transit passes through the RTA’s Le Pass app for RTA’s buses, streetcars, and ferries during the duration of the pilot program.
3. Perform the obligations outlined in the *Memorandum of Understanding between*

*Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit “A”.

4. Bill the City on a per-ride basis, using a fare-capping structure, and submit monthly invoices to the City for reimbursement as provided in Article II, Section (C), and Article IV, Section (A).

5. Advertise the pilot program through the RTA’s Le Pass app, buses, streetcars, and ferries.

6. Release and submit ridership/financial data on the RTA’s Le Pass app usage to facilitate program development.

7. Coordinate the use of fare media for the pilot program through the RTA’s Le Pass app.

8. Perform the Services with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession under similar circumstances.

9. Represent and warrant that it has the requisite skills and expertise necessary to perform the Services.

10. Comply with all applicable Federal regulations and requirements incorporated herein by reference, whether specifically discussed herein or not, including but not limited to any applicable Uniform Administrative Requirements as described in 2 *CFR* 200, any applicable procurement standards in 2 *CFR* §200.318 - §200.326, all applicable Notices and Directives promulgated by Treasury, and with all terms and conditions required by the Grant Award in the *Federal Compliance Provisions*, attached and incorporated herein as Exhibit “B”.

**B. Schedule.** The City will provide the RTA with a schedule, along with service needs and work-site locations, as designated by the City and Ride New Orleans.

**C. Invoices.** RTA must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. Invoices will be processed in accordance with Article IV of the Agreement. At a minimum, each invoice must include the following information:

- Name of Contractor
- Date of Invoice
- Invoice Number
- Contract or Purchase Order Number issued by the City (*i.e.*, K24-592)
- Name of the City Department to be invoiced (*i.e.*, CAO)
- Description of the services completed, including but not limited to monthly ridership and financial data.
- An authorized signature by the RTA’s authorized representative, attesting to the validity and accuracy of the invoice, under penalty of perjury.

### **ARTICLE III – THE CITY’S OBLIGATIONS**

**A. Administration.** The City will:

1. Administer this Agreement through the Chief Administrative Office and the Mayor’s Office of Workforce Development (the “**Departments**”).
2. Perform the obligations outlined in the *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit “A” and the *Federal Compliance Provisions*, attached, and incorporated herein as Exhibit “B”.
3. Provide the RTA with documents deemed reasonably necessary for the RTA’s performance of any work required under this Agreement.
4. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the RTA.
5. Provide any applicable schedules, equipment needs, and work-site locations to the RTA.

**B. Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the RTA’s delivery and rendition of the services contemplated in this Agreement, and upon the City’s receipt of a properly submitted, complete, and accurate invoice via the City’s supplier portal. The City will make payments to the RTA at the rate of compensation established in this Agreement based upon the RTA’s certified invoices, except:

1. The City’s obligation to pay is contingent upon the RTA’s: (a) submission of a complete and accurate invoice to the City and (b) satisfactory performance of the services and conditions required by this Agreement.
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.
3. The City may set off any amounts due to the RTA against any amounts deemed by the City to be owed to the City by the RTA pursuant to this Agreement.
4. All compensation owed to the RTA under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the RTA that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order outside the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the RTA or its subcontractors; or the City is not expressly obligated to pay under this Agreement.
6. If this Agreement is terminated for any reason, the City will pay the RTA only for the work requested by the City and satisfactorily performed by the Contractor through the date of

termination, except as otherwise provided in this Agreement.

**ARTICLE IV – FUNDING**

A. **Rate Schedule.** Per Exhibit “A”, the City will pay the RTA for the Services under this Agreement at the following rates:

|  |
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|--|
| <b>FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF SIXTEEN TO EIGHTEEN (16-18) YEARS OLD.</b>     |
|  |
| <b>\$1.00 Each 1-Day Pass / Each Rider</b>   |
| \$18.00 / Maximum Amount / Each Month / Each Rider   |
|  |
| <b>FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF NINETEEN TO TWENTY-FOUR (19-24) YEARS OLD.</b> |
|  |
| <b>\$3.00 Each 1-Day Pass / Each Rider</b>   |
| \$45.00 / Maximum Amount / Each Month / Each Rider   |

B. **Marketing and Advertising Fees.** The City further agrees to pay the RTA for marketing and advertising created and disseminated on RTA’s Le Pass app, buses, streetcars, and ferries for the pilot program, capped at **\$100,000.00**.

C. **Maximum Amount Payable.** The maximum amount payable under this Agreement shall not exceed **\$2,425,000.00**. This amount is inclusive of all costs, including, but not limited to all personnel costs, fringe benefits, equipment costs, travel costs, indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement, and the amounts set forth under Article IV, Section (A) and Section (B), respectively. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

D. The stated compensation is inclusive, and includes no additional amounts for, the RTA’s costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider nor be obligated to pay or reimburse the RTA any other charges or fees, and the RTA will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

E. **Cost Recovery.** In accordance with *Section 2-8.1 of the Municipal Code*, entitled



“Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the RTA shall reimburse the City or disgorge anything of value or economic benefit received from the City if the RTA fails to meet its contractual obligations.

#### **ARTICLE V - DURATION AND TERMINATION**

A. **Term.** The term of this Agreement is two (2) years from the Effective Date, provided there is an encumbrance of funds by the Requesting Departments made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council. This Agreement may be extended by the City for three (3) additional one-year terms.

C. **Termination for Convenience.** A Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA’s obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

D. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the RTA . “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the Challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the Challenging Party; no further notice will be required. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA’s obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

E. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. **Remedies for Federal Non-Compliance.** If the RTA fails to comply with any applicable Federal statutes, regulations, or the terms and conditions of the Grant Award, the City, through the Departments, may impose additional conditions, as described in 2 CFR §200.208: *Specific Conditions*. If the City determines that noncompliance cannot be remedied by imposing additional conditions, then the City or Treasury make take one or more of the following actions, as appropriate under the circumstances, (1) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity (the “RTA”) or more severe enforcement action by the Federal awarding agency or pass-through entity, (2) disallow, that is, deny both use of funds and any applicable reimbursement credit, for all or part of the cost of activities or actions

not in compliance, (3) initiate suspension or debarment proceedings as authorized under 2 CFR 180 and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by the Federal awarding agency), (4) withhold further Federal awards for the project or program, (5) wholly or partly suspend or terminate the Federal award, and/or (6) take other remedies that may be legally available.

#### **ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS**

A. **Maintenance of Records.** The RTA agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with 2 CFR § 200.334 for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the RTA, and the records for each project will be maintained by the RTA in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the “funding year” associated with the funds. The RTA hereby agrees to maintain, for the City’s review, all records relating to the creation, development, and set-up of ARP projects and the expenditure of ARP funds, itemized for each ARP-funded project undertaken.

B. **Monitoring of Records.** The RTA acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the RTA with ARP funds. The RTA hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to ARP-funded projects implemented by the RTA and hereby agrees to assist the City in reviewing projects undertaken by the RTA with ARP funds. The aforementioned records will be made available at times reasonable to both the RTA and the City, and the RTA’s records will be reviewed by the City no less than annually.

#### **ARTICLE VII - INDEMNITY**

A. To the fullest extent permitted by law, the RTA will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the RTA, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the RTA in connection with the performance of work under this Agreement.

B. **Limitation.** RTA’s indemnity does not extend to any loss arising from the gross negligence, negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the RTA nor any of its agents or employees contributed to such gross negligence, negligence, or willful misconduct.

C. **Independent Duty.** The RTA has an immediate and independent obligation to, at the City's option: (1) defend the City from or (2) reimburse the City for its costs incurred in the defense

of any claim that actually or potentially falls within this indemnity, even if: **(a)** the allegations are or may be groundless, false, or fraudulent; or **(b)** the RTA is ultimately absolved from liability.

**D. Expenses.** Notwithstanding any provision to the contrary, the RTA shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

### **ARTICLE VIII - INSURANCE**

**A.** The Contractor shall retain the right to self-insure for any and/or all the required insurance coverages. The Contractor shall be able to meet the specific policy limits of liability, referenced below, through a combination of primary and umbrella /excess coverage.

**B.** Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the RTA will maintain its insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work in conjunction with the RTA's scope of work under the Agreement. If the RTA maintains broader coverage and/or higher limits than the minimums shown below, the City shall be entitled to the broader coverage and/or the higher limits maintained by the RTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### **C. Minimum Requirements.**

**1.** Workers' Compensation & Employers' Liability Insurance in compliance with the *Louisiana Workers' Compensation Act(s)*. Statutory and Employers' Liability Insurance with limits not less than \$1,000,000.00.

**2.** Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$2,000,000.00 policy aggregate.

**3.** Automobile Liability Insurance with a combined single limit of liability not less than \$500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

**D.** The RTA shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.

**E. Important Note.** The obligations for the RTA to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the RTA from any liability incurred as a result of their activities/operations in conjunction with the RTA's obligations and/or scope of work.

**F. Additional Insured Status.** The RTA and all subcontractors, where applicable, will provide and maintain current, a certificate of insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds," covered on the Commercial General Liability policy with respect to liability arising out of the performance of this Agreement. Commercial General Liability insurance can be provided in the form of an endorsement to the RTA's insurance (at least as broad as ISO Form CG 20 10 11

85 or both CG 20 10 and CG 20 37 if later revisions are used). The Additional Insured Box shall be marked “Y” for Commercial General Liability coverage, and the Subrogation Waiver Box must be marked “Y” for Workers’ Compensation / Employers’ Liability and Property coverage.

**G.** The RTA shall require and verify that all subcontractors, where applicable, maintain insurance and coverage meeting all the requirements stated herein or that the RTA shall cover subcontractor liability. The certificate of insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as “Certificate Holder” and be delivered via U.S. Mail to the Chief Administrative Office, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to Risk Management Division, 1300 Perdido Street, Suite 9E06 – City Hall, New Orleans, LA 70112.

**H.** For any claims related to this Agreement, the RTA’s insurance coverage shall be primary insurance with respect to the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall not contribute to the RTA’s coverage.

**I. Claims Made Policies.** If applicable, the retroactive date must be shown before the date of the Agreement or the beginning of work. If the coverage is cancelled or non-renewed and not replaced with another claims made policy, the RTA must purchase “extended reporting” coverage for a minimum of three (3) years after the termination of this Agreement.

**J. Waiver of Subrogation.** The RTA and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under the insurance required by this Agreement.

**K. Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, allowed to expire, nor altered without prior notice to the City of at least thirty (30) days.

**L. Acceptability of Insurers.** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

**M. Notice.** Within ten (10) calendar days of the City’s request, the RTA will provide the following documents to the City of New Orleans at City of New Orleans, Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Zero Transit Fare CEA: copies of all policies of insurance, including all policies, forms, and endorsements. Without notice from the City, the RTA will (1) replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement, and (2) substitute its insurance coverage with coverage acceptable to the City within thirty (30) days, if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

**N. Special Risks or Circumstances.** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

## **ARTICLE IX - PERFORMANCE MEASURES**

**A. Factors.** The City will measure the performance of the RTA according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; and timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the RTA fails to perform according to the Agreement, the City will notify the RTA. If there is a continued lack of performance after notification, the City may declare the RTA in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will seek full recovery from the RTA.

## **ARTICLE X - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the RTA (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the RTA's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the RTA will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the RTA in any of the RTA's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the RTA. The RTA agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, *Section V of the Rehabilitation Act of 1973*, and *the Americans with Disabilities Act of 1990*.

**C. Incorporation into Subcontracts.** The RTA will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The City may terminate this Agreement for cause if the RTA fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **ARTICLE XI - INDEPENDENT ENTITY**

**A. Independent Entity Status.** The RTA is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of

its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

**B. Exclusion of Worker's Compensation Coverage.** The City will not be liable to the RTA, as an independent contractor as defined in *La. R.S. 23:1021(7)*, for any benefits or coverage as provided by *the Workmen's Compensation Law of the State of Louisiana*. Under the provisions of *La. R.S. 23:1034*, any person employed by the RTA will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The RTA, as an independent contractor, is being hired by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)*, and neither the RTA nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because **(1)** the RTA has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; **(2)** the services to be performed by the RTA are outside the normal course and scope of the City's usual business; and **(3)** the RTA has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The RTA, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

## **ARTICLE XII - NOTICE**

**A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

**1. To the City:**

Gilbert Montañó  
Chief Administrative Officer  
City of New Orleans  
1300 Perdido Street, Suite 9E06  
New Orleans, LA 70112

&

Tricia Diamond, Ph.D.  
Chief Administrative Office  
City of New Orleans City Hall  
1300 Perdido Street, Suite 9E06  
New Orleans, LA 70112

&

Donesia D. Turner  
City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

2. **To RTA:**

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

*With a copy to:*

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

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

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

**ARTICLE XIII - ADDITIONAL PROVISIONS**

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

**B. Assignment.** This Agreement and any part of the RTA's interest in it are not assignable nor transferable without the City's prior written consent.

**C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**D. Construction of Agreement.** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**E. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**F. Exhibits.** The following documents are incorporated into this Agreement: *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as **Exhibit**

“A” and the *Federal Compliance Provisions*, attached and incorporated herein as **Exhibit “B”**. If any Exhibit differs, in whole or in part, with this Agreement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

**G. Jurisdiction.** The RTA consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the RTA.

**H. Limitations of the City’s Obligations.** The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

**I. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

**J. Non-Solicitation Statement.** The RTA has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The RTA has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**K. Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**L. Order of Documents.** In the event of any conflict between the provisions of this Agreement, any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit “B”; Agreement; Exhibit “A”.

**M. Ownership Interest Disclosure.** The RTA will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the RTA and stating that no other person holds an ownership interest in the RTA via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the RTA fails to submit the required affidavit, the City may, after thirty (30) days’ written notice to the RTA, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**N. Ownership of Records.** All records, reports, documents, and other material delivered or transmitted to the RTA by the City, shall remain the property of the City, and shall be returned by the RTA to the City, at the termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the RTA in connection with performance of the services contracted for herein, shall become the property of the City, and shall, upon request, be returned by the RTA to the City at the termination or expiration of this Agreement. The City shall not be restricted in any way whatsoever in the use of such material. The Office of Inspector General may request said records and work product that relate to this Agreement in accordance with *City Code §2-1120*.

**O. Prohibition of Financial Interest in Agreement.** No elected official nor employee of



the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the RTA, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the RTA pursuant to this Agreement without regard to the RTA's otherwise satisfactory performance of the Agreement.

**P. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Q. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**R. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

**S. Special Conditions for Agreements with Contractors using ARP Funds.** The *Federal Compliance Provisions*, attached as Exhibit "B" to this Agreement, are expressly incorporated into this Agreement and effective immediately, as the City has indicated that it will or may seek ARP Program funding from Treasury in connection with the Services to be performed under this Agreement. The RTA shall attest to and acknowledge Exhibit "B", by affixing its signature on the last page of Exhibit "B", which is required for agreements with compensation that exceed \$100,000.00.

**T. Subcontractor Reporting.** Upon the City's request, the RTA will provide a list of all natural or artificial persons who are retained by the RTA at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the RTA's work for the City. For any subcontractor proposed to be retained by the RTA to perform work on the Agreement with the City, the RTA must provide notice to the City within thirty (30) days of retaining that subcontractor. If the RTA fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the RTA, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

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

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

**ARTICLE XIV - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

**ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON THE NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the City and the RTA, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**LATOYA CANTRELL, MAYOR**

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2024.

**FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT**

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

**BY:** \_\_\_\_\_  
**LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**FEDERAL TAX I.D.**

**[EXHIBITS FOLLOW ON THE NEXT PAGE]**

## Memorandum of Understanding

### City of New Orleans Opportunity Youth Zero Fare Pilot Program

This Memorandum of Understanding (MOU) between **Ride New Orleans ("RIDE")**, the **New Orleans Public Library ("NOPL" or "Library")** and the **New Orleans Children and Youth Planning Board ("NOLA CYPB")** is entered into effective this date, 03/07/2024 for the completion of activities for the New Orleans Youth Zero Fare (Opportunity Pass) Pilot Program. This program will result in the completion of a pilot program to study the benefits of zero-fare transit for Orleans Parish residents from ages 16-24.

In 2023, the City of New Orleans created a Youth Fare Transportation fund for the purpose of funding "programs executed by the New Orleans RTA that provide free public transit for our youth," and has made a one-time allocation of \$2.5 million from American Rescue Plan funds for the program. These funds are being used to support a one-year pilot program that will make free RTA passes available to Orleans Parish residents aged 16-24, which is anticipated to launch in the Summer of 2024. The purpose of the pilot program is to learn from participants and gather detailed data that will support the design and implementation of a permanent program.

The pilot program will be administered through a partnership between the Regional Transit Authority, New Orleans Public Library, Ride New Orleans, and NOLA CYPB:

- The NOLA Public Library will administer the program and oversee enrollment and pass distribution.
- Ride New Orleans will assist with program development, administration, and outreach and will oversee impact assessment and reporting.
- NOLA CYPB would assist with program development and OY provider outreach.
- The Regional Transit Authority will provide ridership/financial data to facilitate program development, coordinate the fare media being used for the pilot through the Le Pass app, and release data on pass usage.

### I. Purpose and Terms

The purpose of this agreement is to establish an agreement among RIDE, NOPL, and NOLA CYPB concerning their respective roles and responsibilities for implementation of certain activities which are part of the overall Zero Fare Pilot Program. The terms of this agreement are contingent upon:

- The execution of a Cooperative Endeavor Agreement (CEA) between **Ride New Orleans** and the **City of New Orleans** to undertake the activities described in the agreement.
- The execution of a Cooperative Endeavor Agreement (CEA) between the **Regional Transit Authority** and the **City of New Orleans** to undertake the activities described in the agreement.

## II. Period of Agreement

This agreement is for a period of two years. The agreement becomes effective upon the signing of all parties to this agreement. This agreement may be modified, renewed or extended upon the written consent of all parties.

## III. Activities and Funding

### A. Project Activities and Tasks

- **Task 1** is project management, running from approximately January 2024 to the conclusion of the project in December 2025.
- **Task 2** is program design, envisioned to run from January to April 2024, where the details of the project will be finalized.
  - Task 2 also includes the development of materials such as training guides that will be used for task 3.
- **Task 3** is training and implementation, anticipated to run from April to June 2024 in preparation for the one-year year pilot.
- **Task 4** is marketing and outreach, anticipated to run from April 2024 to December 2024.
- **Task 5** is program administration, involving the day-to-day management of the program by the library, including signing people up, reporting data on program usage, and billing the city for fare reimbursements.
- **Task 6** is evaluation and data reporting, an assessment of the program's success and participant involvement.

### B. Project Timeline

The zero fare pilot is anticipated to run for a period of one year and to launch publicly in July 2024 and conclude in June 2025. This timeline is subject to the execution of all agreements described in Part I at least 90 days prior to the initiation of Task 5. The launch date and/or duration of the pilot program may be modified with the written agreement of all parties.

1. Project management (January 2024 - December 2025)
2. Program design (January - April 2024)
3. Training and implementation (April - September 2024)
4. Marketing and outreach (April - December 2024)
5. Program administration (July 2024 - June 2025)
6. Evaluation and data reporting (July 2024 - December 2025)

### C. Roles and Responsibilities of undersigned parties

Ride New Orleans, the New Orleans Public Library, and NOLA CYPB will be responsible for the following activities:

The New Orleans Public Library (NOPL) will be the primary administrator for enrolling participants. The Library will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Distribute instructional materials and information to program participants.
- Administer in-person sign-ups for the Zero Fare pilot at all 15 library locations.
- Distribute program information to participants during the sign-up process.
- Collect intake questionnaire information from program participants, and maintain such information in a shared spreadsheet as part of program administration.
- Collaborate with marketing and outreach efforts through the library website, social media, and other channels.

Ride New Orleans will be responsible for the following activities:

- Convene and lead regular project management meetings during the program development phase, anticipated to occur monthly during the project development phase and quarterly thereafter.
- Develop an intake questionnaire for enrolling zero fare pilot participants. The intake questionnaire will collect sign-up and demographic information to be jointly approved by RIDE and NOPL with input from other project partners.
- Lead development of instructional materials and information for program participants, with input from other project partners.
- Lead development of training and outreach materials for project partners and Opportunity Youth service providers.
- Hire and train three (3) opportunity youth ambassadors to oversee youth engagement and education activities associated with the pilot, and to assist with pilot troubleshooting and implementation.
- Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.
- During the program administration phase of the project, provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.
- In collaboration with NOLA CYPB, co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

NOLA CYPB will be responsible for the following activities:

- Co-create operational plan for pilot program implementation
- Troubleshoot and monitor plan implementation to ensure successes

- Follow-up and feedback across relevant audiences to inform successes and course-corrections
- Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed
- Advance and monitor pilot program through trusted relationships with OY Provider Community
- Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

All parties will provide access to relevant data and findings gained through the project activities.

#### *D. Roles and Responsibilities of other partners*

The City of New Orleans will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Assist with program design and administration to ensure compliance with applicable City regulations and American Rescue Plan requirements.
- Provide necessary reporting to the Federal government on ARP funds usage
- Assist with promotion and outreach of the zero fare pilot program through City websites, social media, and other channels
- Reimburse the Regional Transit Authority for fare revenue based on the agreed-upon fare structure.
- Reimburse other parties for documented administrative outreach and marketing costs included in the budget.

The Regional Transit Authority will supply passes for the Zero Fare pilot through the Le Pass app. The RTA will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Develop an appropriate fare media option through the Le Pass app which:
  - Allows NOPL to enroll participants in the Zero Fare pilot program
  - Allows tracking of actual usage by pilot participants
- Collect and report usage data for program participants
- Invoice the City of New Orleans to reimburse fare revenue.
- Respond to technical questions and provide information to the project team regarding Le Pass.
- Provide access to relevant data on pass usage as needed
- Assist with program promotion through the RTA website and social media.

### *E. Funding*

There will be no exchange of funds between RIDE, NOLA CYPB, and NOPL for the purposes of this project. It is anticipated that program development, outreach and administration expenses incurred by NOLA CYPB and RIDE will be compensated by the City of New Orleans up to the amounts described in **Appendix A (NOLA CYPB Budget)** and **Appendix B (Ride New Orleans Budget)**.

It is anticipated that the RTA will invoice the City for participants enrolled in the program under a billing structure to be determined in agreement with the City of New Orleans. It is anticipated that the program will be billed on a per-ride basis using a fare capping structure. For 19-24 riders, the RTA will be reimbursed \$1.25 per ride, up to a maximum reimbursement of \$3 per day, \$45 per month. For 16-18 riders, the RTA will be reimbursed \$0.50 per ride, up to a maximum of \$1 per day and \$18 per month.

### **IV. Project Coordination and Decision Making**

RIDE, NOPL, and NOLA CYPB will attend regular project coordination meetings, and adhere to the commitments made in project meetings in support of the project outcomes.

### **V. Data Sharing & Confidentiality**

The parties agree to share necessary data and information relevant to the program for the purpose of achieving the program objectives.

Both parties acknowledge the sensitive nature of program participant data gathered during the pilot and agree to maintain confidentiality. Confidential information shall not be disclosed to third parties without prior written consent from all parties.

### **VI. Conflict Resolution**

In the event of conflicts or disputes arising during the collaboration, the parties agree to engage in constructive dialogue and mediation to seek resolution. If mediation fails to resolve the issue, the parties may seek assistance from a mutually agreed-upon third party or seek legal counsel as a last resort.

### **VII. Termination**

This Memorandum of Understanding may be terminated by mutual agreement of both parties or by either party upon providing written notice to the other party at least thirty (30) days in advance. Termination shall not affect the rights and obligations accrued prior to the termination date.

Upon receipt of written notice of termination, both parties shall engage in good faith efforts to conclude outstanding activities and responsibilities in an orderly manner. All property,

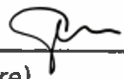


documents, and records shall be returned to their respective owners, and both parties shall fulfill any outstanding obligations prior to the termination date.

**VIII. Authorization**

By signing this document, the undersigned parties agree to the responsibilities described in this MOU.

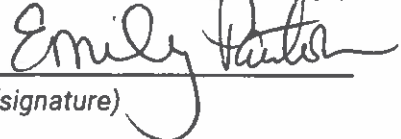
**Ride New Orleans (RIDE)**

  
(signature)

Courtney Jackson,  
Executive Director  
(representative name and title)

03/07/2024  
(date)


**New Orleans Public Library (NOPL)**

  
(signature)

Emily Panton  
Executive Director  
(representative name and title)

3/7/2024  
(date)

**New Orleans Children and Youth Planning Board (NOLA CYPB)**

  
(signature)

Karen Evans,  
Executive Director  
(representative name and title)

03/07/2024  
(date)

## Appendix A - NOLA CYPB Budget:

### ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description  | Budget Narrative  | Total Cost      |
|--|---|-----------------|
| <b>THOUGHT PARTNERSHIP</b> <ul style="list-style-type: none"> <li>Co-create operational plan for pilot program implementation</li> <li>Troubleshoot and monitor plan implementation to ensure successes</li> <li>Follow-up and feedback across relevant audiences to inform successes and course-corrections</li> </ul>  | 8 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total + | \$7,200         |
|  | 26% of CYPB Team Benefits   | \$1,872         |
| <b>Thought Partnership Subtotal:</b>   |   | <b>\$9,072</b>  |
| <b>ACCESS, INFO &amp; RELATIONSHIP CONVENERS FOR OPPORTUNITY YOUTH (OY) PROVIDERS</b> <ul style="list-style-type: none"> <li>Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed</li> <li>Advance and monitor pilot program through trusted relationships with OY Provider Community</li> </ul> | 2 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total + | \$1,800         |
|  | 26% of CYPB Team Benefits   | \$468           |
| <b>Access, Info &amp; Relationship Conveners for OY Participants Subtotal:</b>   |   | <b>\$2,268</b>  |
| <b>METRICS &amp; EVALUATION</b> <ul style="list-style-type: none"> <li>Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability</li> </ul>   | 75 hours total of contracted CYPB Data Lead time at rate of \$45/hour               | \$3,375         |
|  | <b>Metrics and Evaluation Subtotal:</b>   |                 |
| <b>PROGRAM TOTAL:</b>  |   | <b>\$14,715</b> |

## Appendix B - Ride New Orleans Budget:

### ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description   | Budget Narrative  | Total Cost                              |
|---|---|---|
| <b>OPPORTUNITY YOUTH AMBASSADOR PROGRAM</b> <ul style="list-style-type: none"> <li>The Ambassador will serve as a part-time Opportunity Youth (OY) engagement specialist working directly with the Zero-Fare pilot team creating and participating in OY engagement. Ambassadors will facilitate youth engagement and education and lead outreach on Zero-Fare initiative.</li> </ul>   | 3 opportunity youth ambassadors<br>x<br>60 hours / month per ambassador<br>x<br>8 months total  | \$28,800                                |
| <b>Opportunity Youth Ambassador Program Subtotal:</b>   |   | <b>\$28,800</b>                         |
| <b>PROJECT ADMINISTRATION AND OUTREACH</b> <ul style="list-style-type: none"> <li>Convene and lead regular project management meetings during the program development phase.</li> <li>Develop the sign-up questionnaire for OY pilot participants in collaboration with other partners.</li> <li>Lead development of training and outreach materials for project partners and Opportunity Youth service providers.</li> </ul>   | 20 hours / month of RIDE Team time<br>x<br>RIDE Team rate of \$108/hour<br>x<br>6 months total<br><br>Collateral and print costs for training and program outreach materials (2000 pages x \$0.75 per page color print) | \$12,960<br><br><br><br><br><br>\$1,500 |
| <b>Project Administration and Outreach Subtotal:</b>  |   | <b>\$14,460</b>                         |
| <b>PROGRAM ADMINISTRATION AND EVALUATION</b> <ul style="list-style-type: none"> <li>Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.</li> <li>Provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.</li> <li>Co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.</li> </ul> | 10 hours / month of RIDE Team time<br>x<br>RIDE Team rate of \$108/hour x<br>12 months total  | \$12,960                                |
| <b>Program Administration and Evaluation Subtotal:</b>  |   | <b>\$12,960</b>                         |
| <b>PROGRAM TOTAL:</b>   |   | <b>\$56,220</b>                         |



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 24-079

**Board of Commissioners**

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[Special Recognition Resolution of Former RTA Commissioner Earline Roth]



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

504.827.8300

[www.norta.com](http://www.norta.com)

**RESOLUTION NO. \_\_\_\_\_**  
**STATE OF LOUISIANA**  
**PARISH OF ORLEANS**

---

**SPECIAL RECOGNITION OF FORMER RTA COMISSIONER EARLINE ROTH**

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Introduced by Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_

**Whereas** Earline Roth joined the Regional Transit Authority (RTA) Board as a Commissioner from Orleans Parish in September 1995 under then-Mayor Marc Morial and;

**Whereas** prior to retiring, Ms. Roth was the longest-serving RTA Commissioner serving the board for 23 years and served as the board's Vice Chairwoman for 7 years; and

**Whereas** having worked tirelessly to ensure equity for more than 39,000 disabled citizens in the City of New Orleans, Ms. Roth led the Special Transit Services Advisory Committee making it her priority to ensure the elderly and disabled had a voice in the services the RTA provides. A responsibility she embraced with humanity and humility. She continuously emphasized the importance of paratransit services and fixed route ADA accommodations, and she instituted the RTA Annual Hurricane Preparedness Meeting for Seniors and the Disabled.

**Whereas**, Ms. Roth was instrumental in helping the agency move forward, she played a very important role in the RTA's decision to transition operations from a long-standing contract with a private manager; and

**Whereas** Ms. Roth was also advised in the early designs to build a new ferry terminal at the foot of Canal Street with a more scaled-back look and retention of a pedestrian bridge for riders; and

**Whereas**, Ms. Roth made it her life-long work helping to provide the New Orleans community with affordable and reliable public transportation giving access to important opportunities in education, employment, healthcare, housing, and participation in community life; and

**Whereas** we will be forever indebted to Ms. Roth for her service and her passion for equity; and

**NOW THEREFORE BE IT RESOLED** that the Board of Commissioners of the Regional Transit Authority hereby offers its condolences to Earline Roth’s family and eternal appreciation for her contributions and service to the Board for 23 glorious years.

**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 23rd DAY OF JULY, 2024.**

\_\_\_\_\_  
**Mark Raymond**

\_\_\_\_\_  
**Art Walton**

\_\_\_\_\_  
**Fred Neal**

\_\_\_\_\_  
**Flozell Daniels**

\_\_\_\_\_  
**Timolyn Sams**

\_\_\_\_\_  
**Toni Hurley**

\_\_\_\_\_  
**Brad Ricard**

\_\_\_\_\_  
**Colin Cisco**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 24-084

**Board of Commissioners**

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[08.08.24 Special Board Meeting PowerPoint Presentation]




*August 8, 2024*

**New Orleans  
Regional Transit Authority**


**SPECIAL MEETING:  
COMMITTEE-OF-THE-WHOLE**





The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, August 8, 2024, at 10:00 a.m. Please be aware that wearing masks in the boardroom is encouraged.

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



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, New Orleans, LA 70119, or call 504-827-8341 or by email ([rtaboard@rtaforward.org](mailto:rtaboard@rtaforward.org)).



# ***Agenda***

**1. Call to Order**

**2. Roll Call**

# 3. Consideration of Meeting Minutes

[Board of Commissioners Meeting – July 23, 2024]



***Agenda***

# 4. Reports

## A. RTA Chairman's Report

# 4. Reports

## B. Operations & Administration Committee Chairman's Report

# 4. Reports

## C. Finance Committee Chairman's Report

# 4. Reports

## D. Jefferson Parish Report



# 4. Reports

## E. RTA General Counsel's Report

# 4. Reports

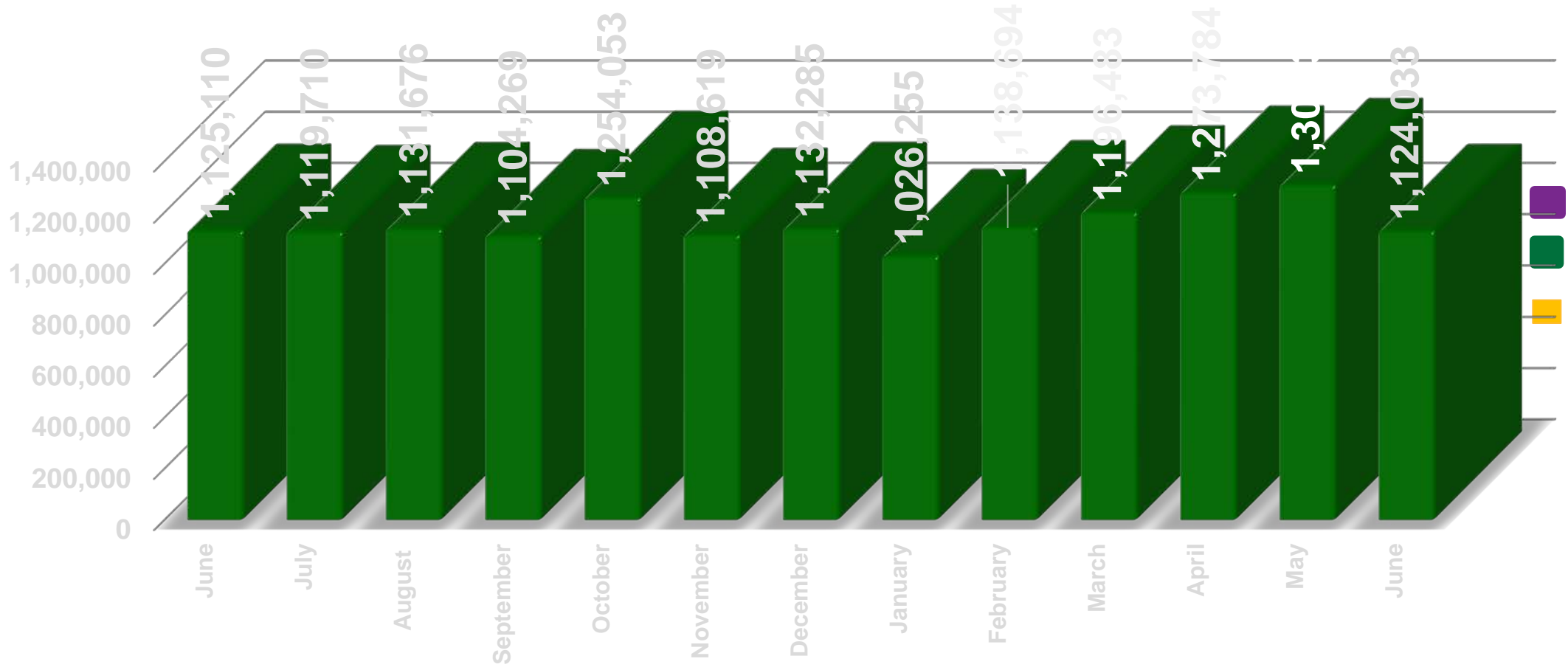
## F. RTA Chief Executive Officer's Report

# 4. Reports

## G. Chief of Staff Legislative Update

# 4. Reports

## H. Chief Transit Officer's Report

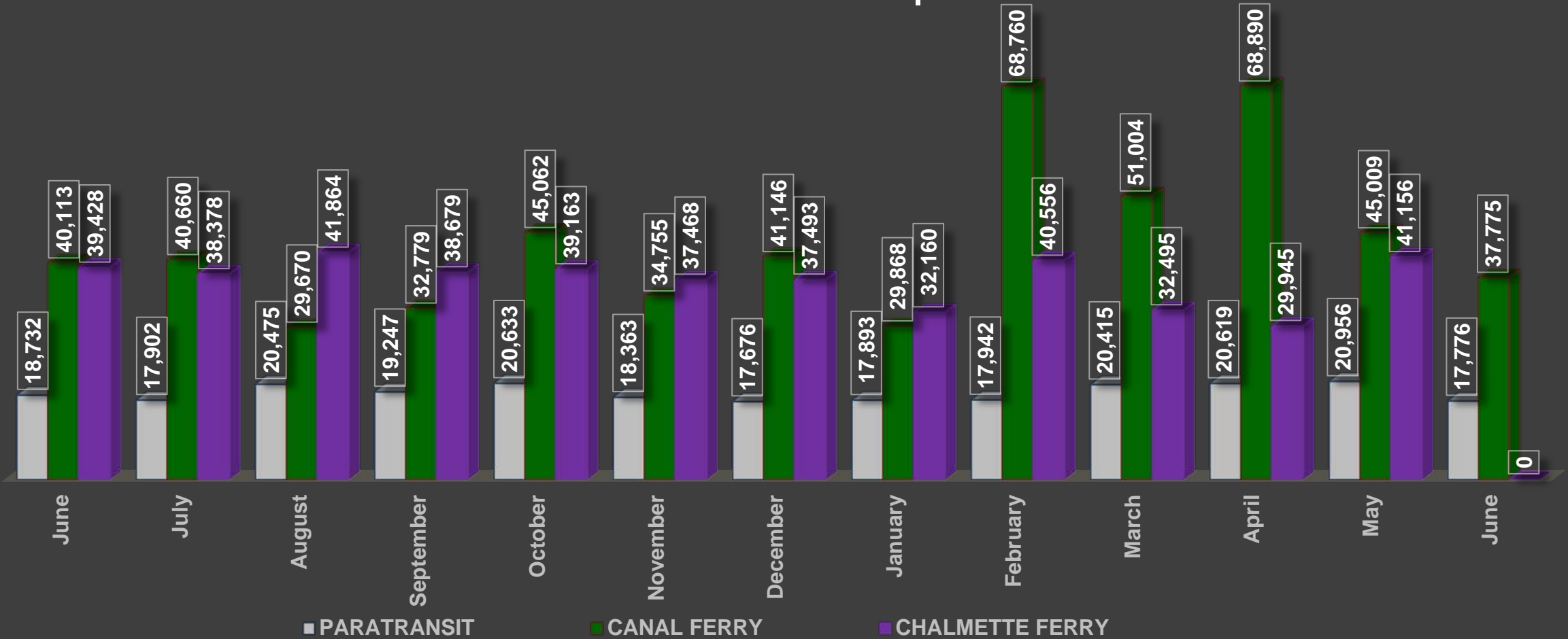


## TOTAL RIDERSHIP - BUS, STREETCAR, PARATRANSIT & FERRY

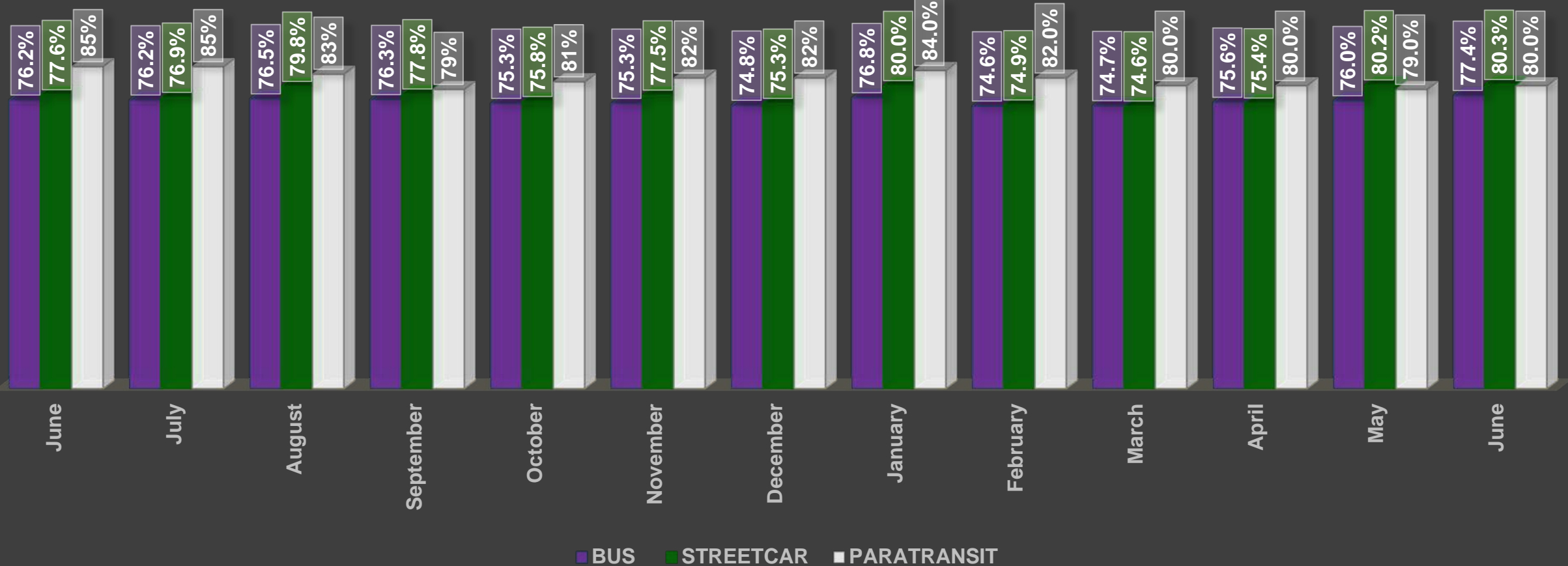
# BUS & STREETCAR RIDERSHIP | JUNE 2024



# PARATRANSIT & FERRY RIDERSHIP | JUNE 2024



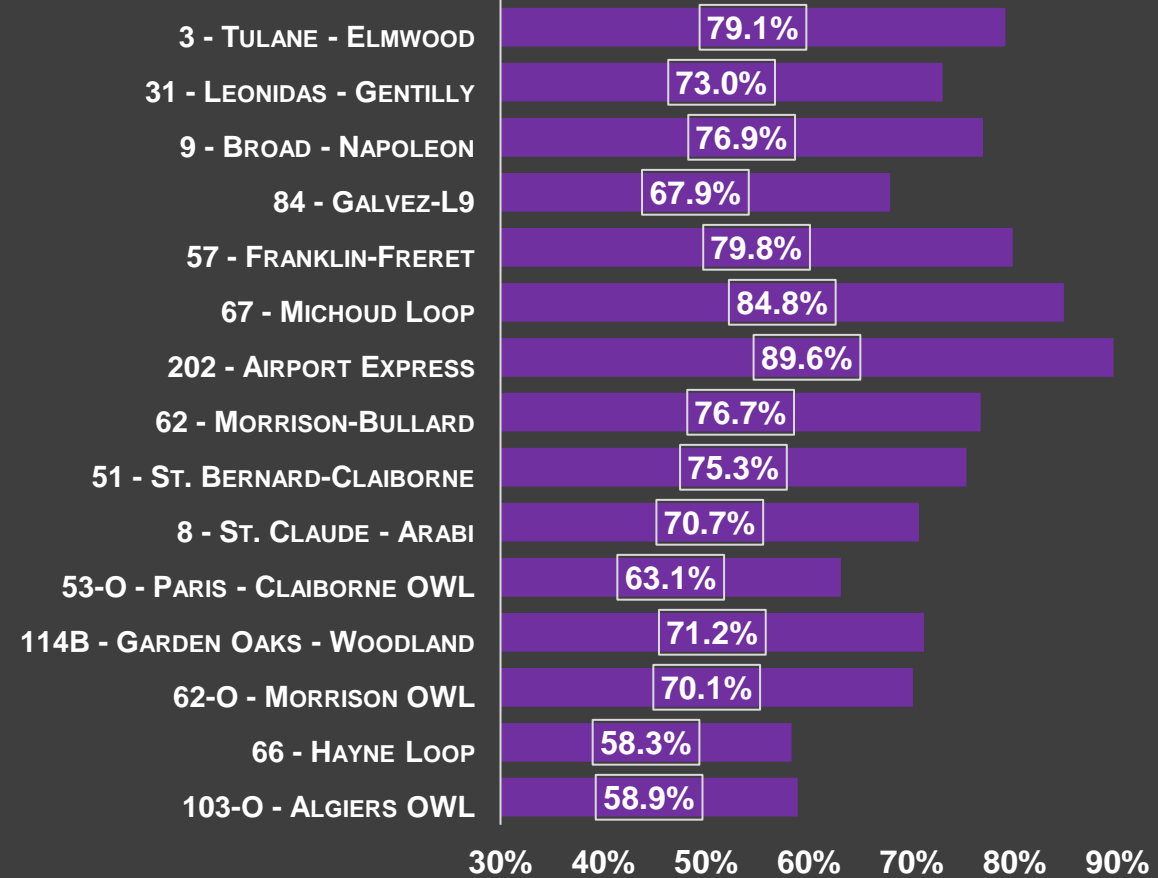
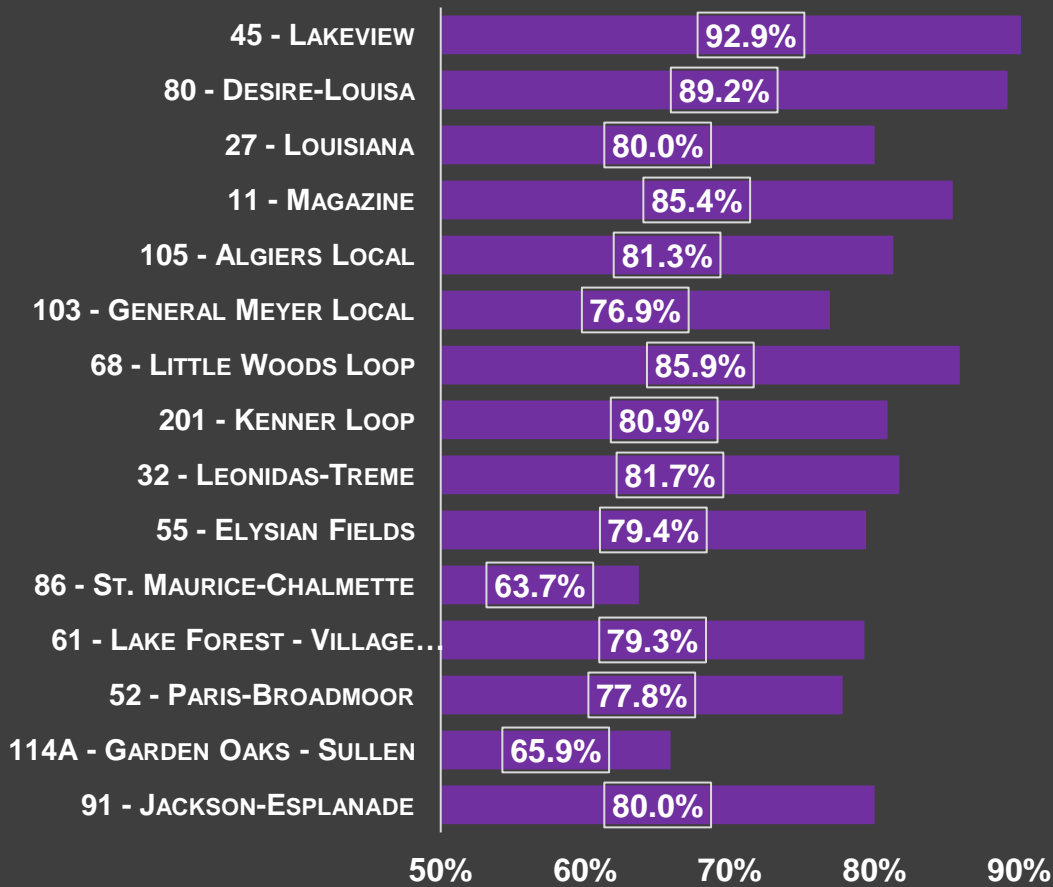
# ON-TIME PERFORMANCE | BUS, STREETCAR & PARATRANSIT



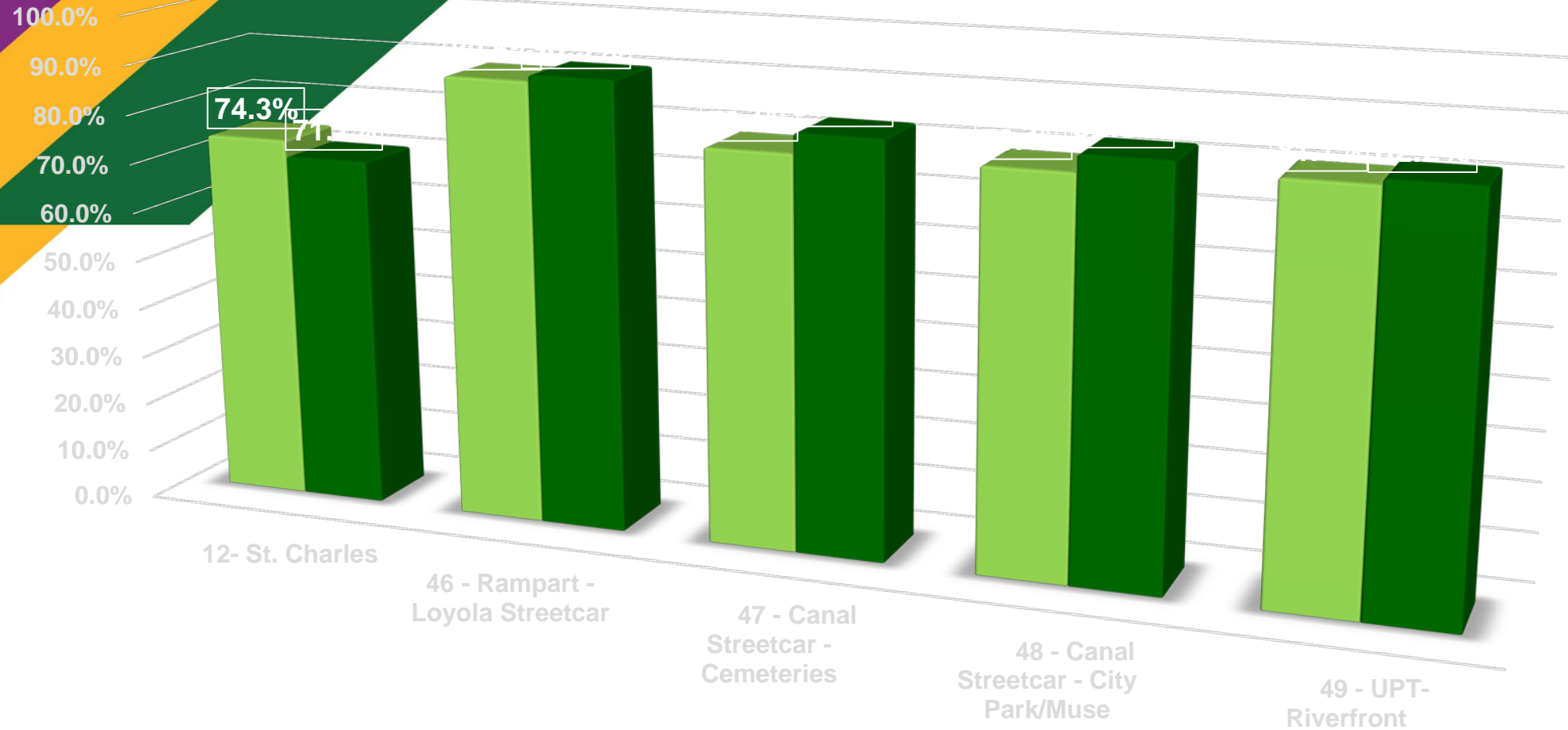
## ON-TIME PERFORMANCE BUS, STREETCAR, AND PARATRANSIT



# BUS ON-TIME PERFORMANCE BY ROUTE

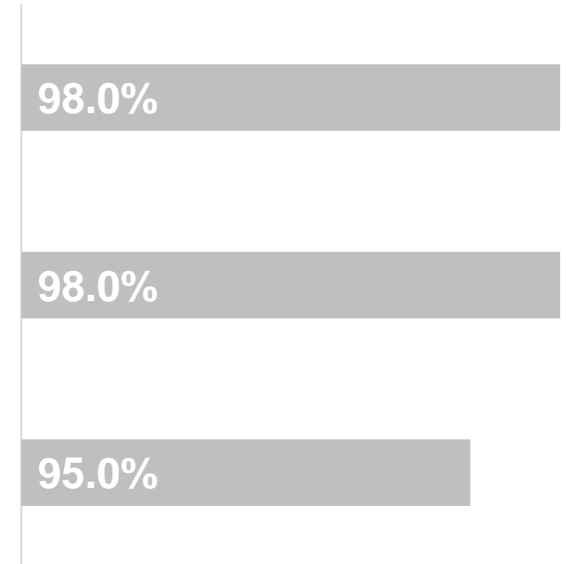
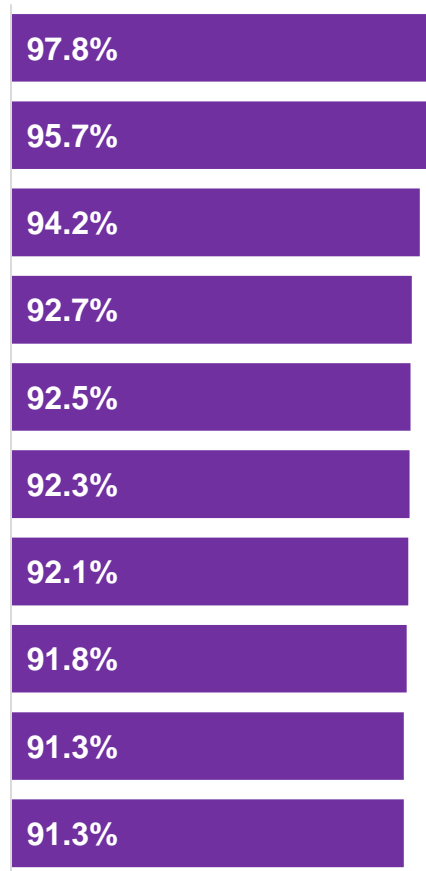
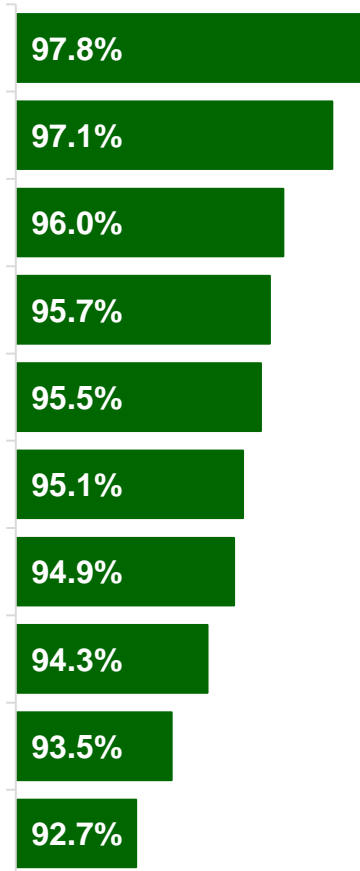


# STREETCAR OTP | MAY AND JUNE 2024



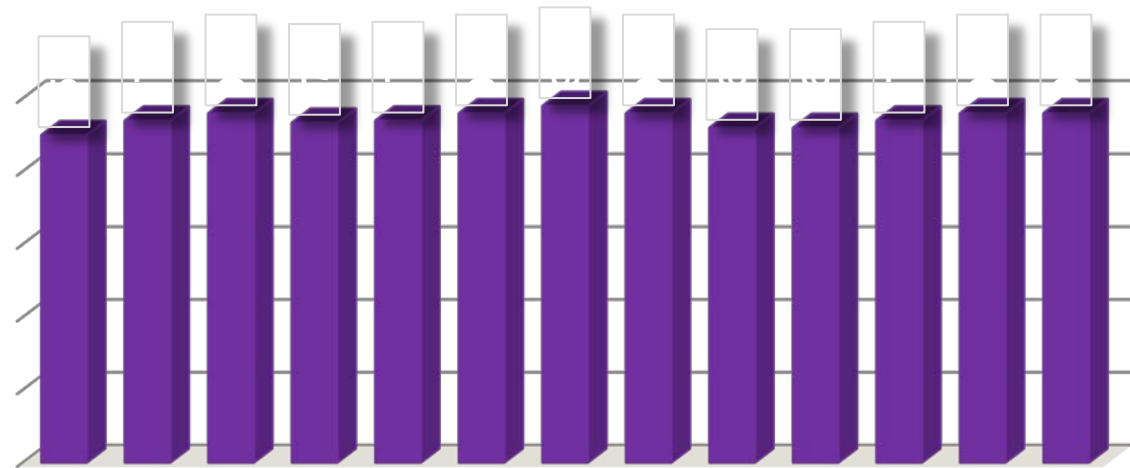
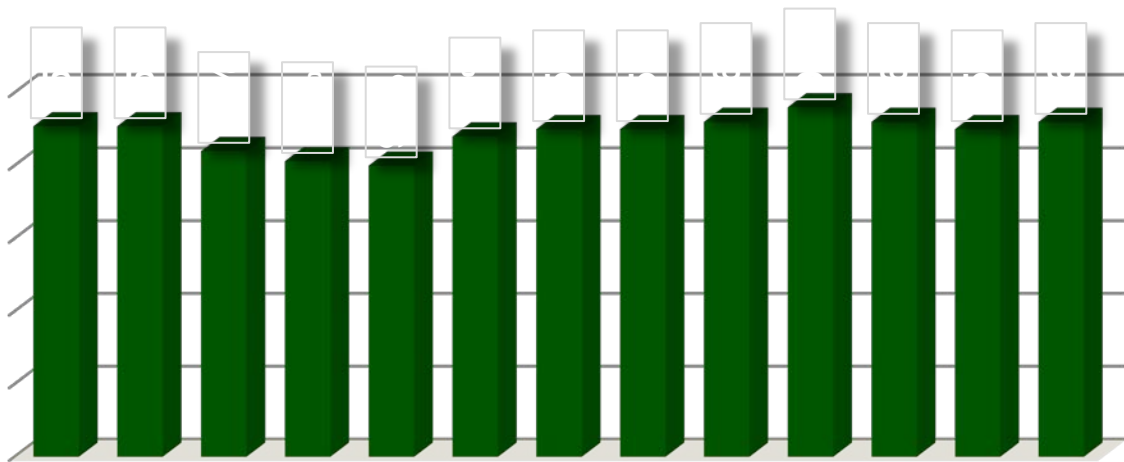
## ON-TIME PERFORMANCE STREETCAR

SPECIAL MEETING: COMMITTEE-OF-THE-WHOLE



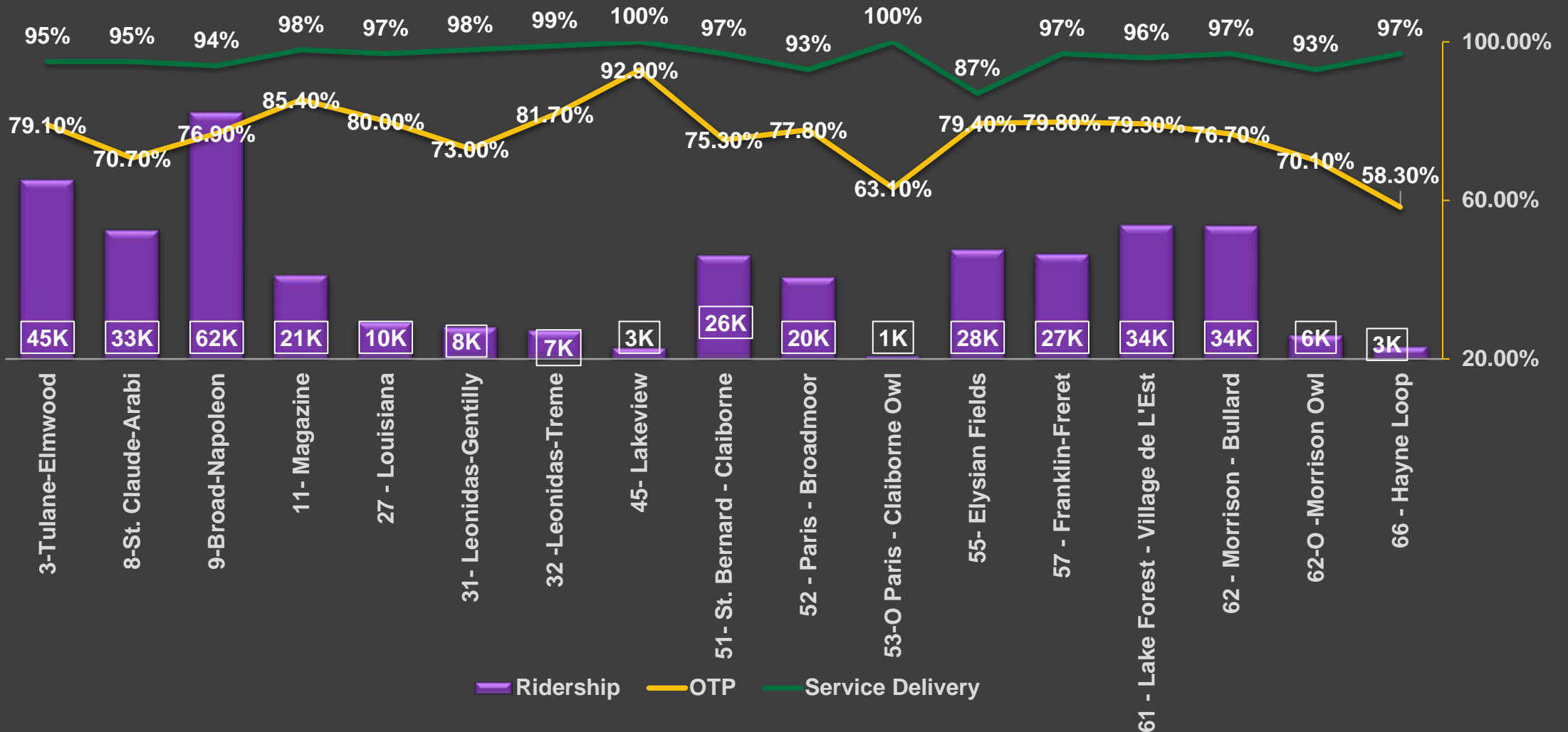
## TOP ON-TIME *PERFORMER* BY MODE

SPECIAL MEETING: COMMITTEE-OF-THE-WHOLE



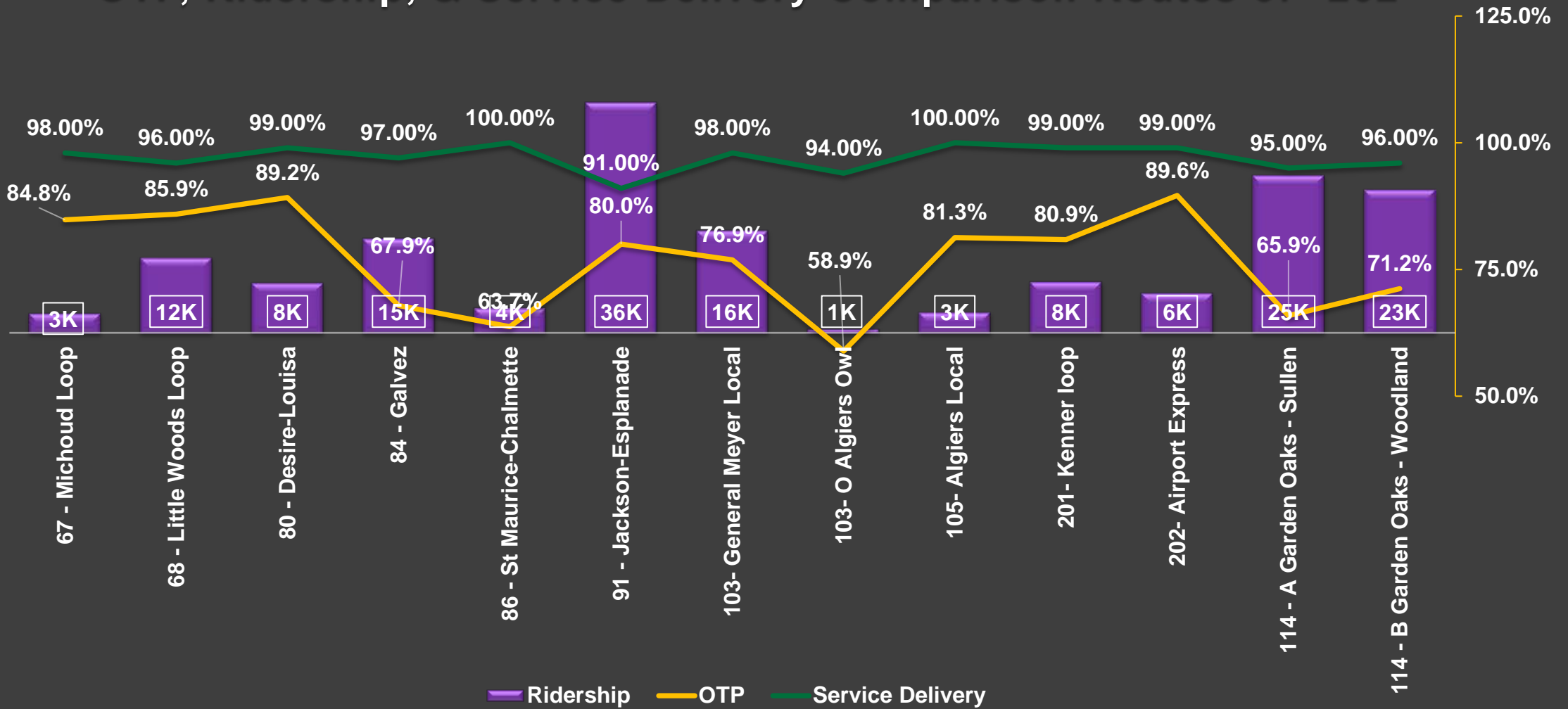
# OTP, RIDERSHIP, & SERVICE DELIVERY COMPARISON ROUTES 3 – 66

OTP %



# OTP, Ridership, & Service Delivery Comparison Routes 67- 202

OTP %

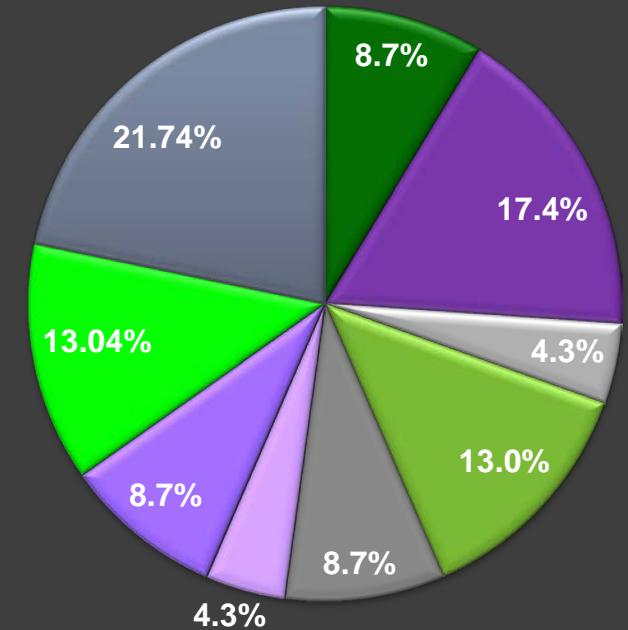


## LONG-TERM DETOURS AFFECTING ALL MODES

## PERCENTAGE OF TEMPORARY DETOURS BY CAUSE

| Routes Affected by Long-Term Detours | Cause             |
|--------------------------------------|-------------------|
| 3 - Saratoga/Canal                   | Road Construction |
| 8 – Rampart/Canal                    | Road Construction |
| 31 - Leonidas/Gentilly               | Road Construction |
| 32 – Leonidas/Treme                  | Road Construction |
| 55 – Rampart/Canal                   | Road Construction |
| 84 – N. Galvez/St.Louis              | Road Construction |
| 103, 114A, 114B – Poydras/LaSalle    | Road Construction |
| 114A & 114B- Poydras/LaSalle         | Road Construction |
| 114B – Woodland                      | Road Construction |

- Fallen Tree
- Second Line/Parade
- S &WB Work
- Police Activity
- Bridge Out
- Power Line
- Construction
- Roadwork
- Accident



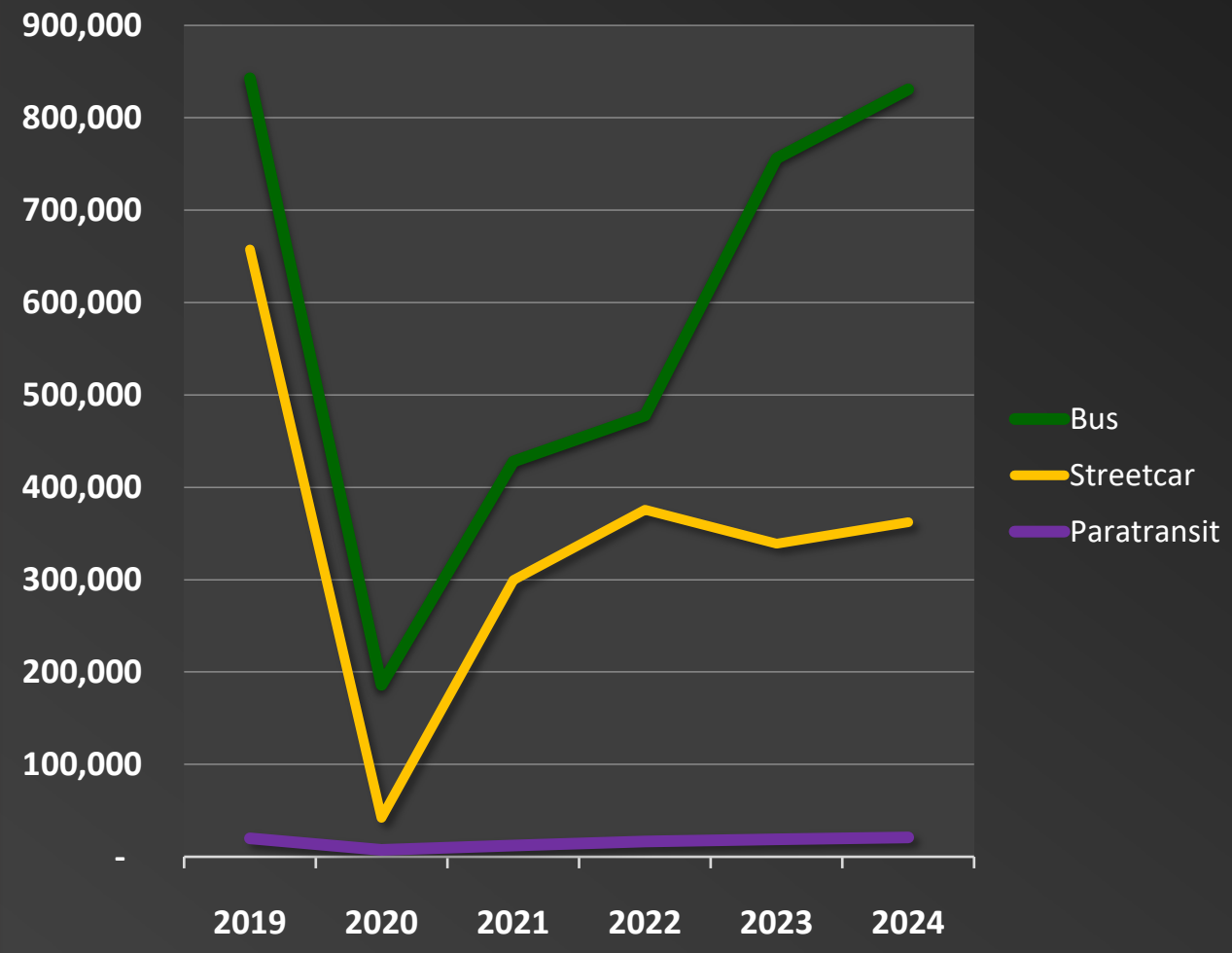
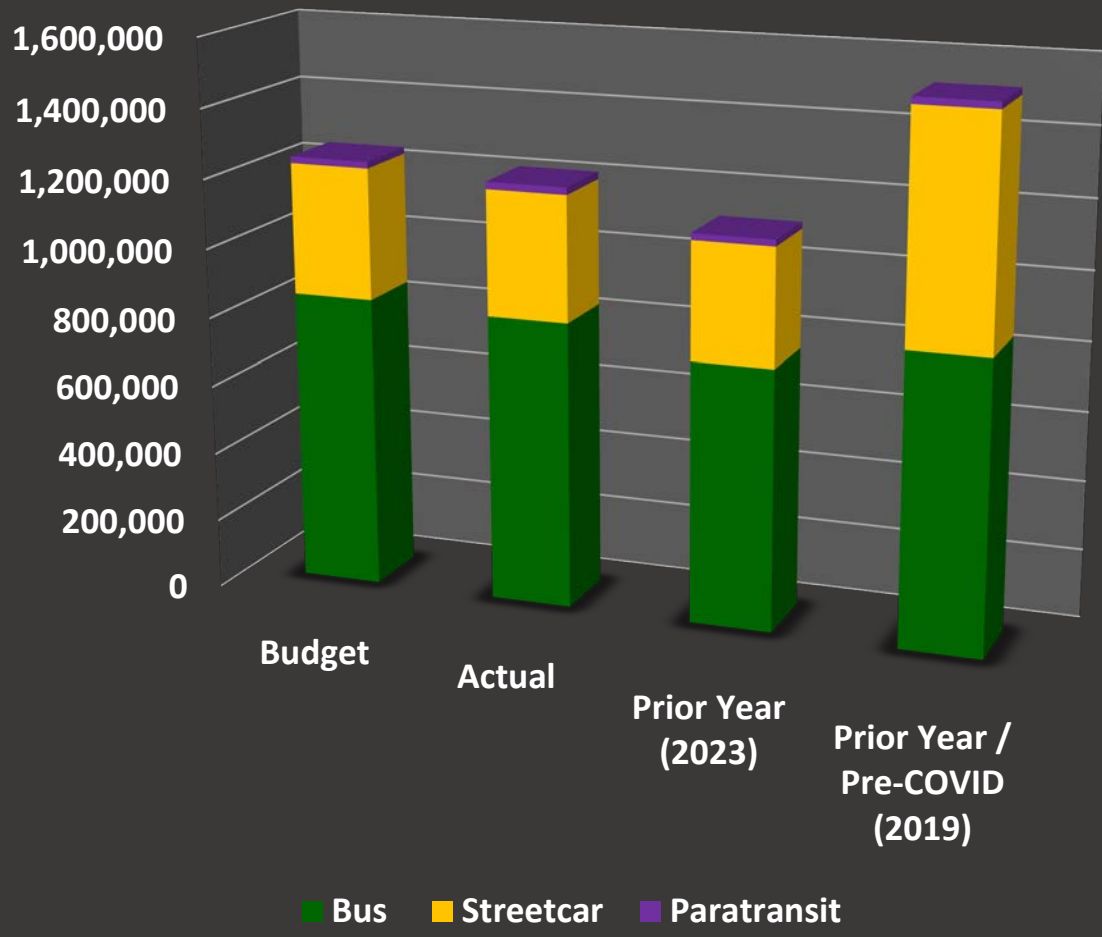


# *Questions?*



# 4. Reports

## I. RTA Chief Financial Officer's Report

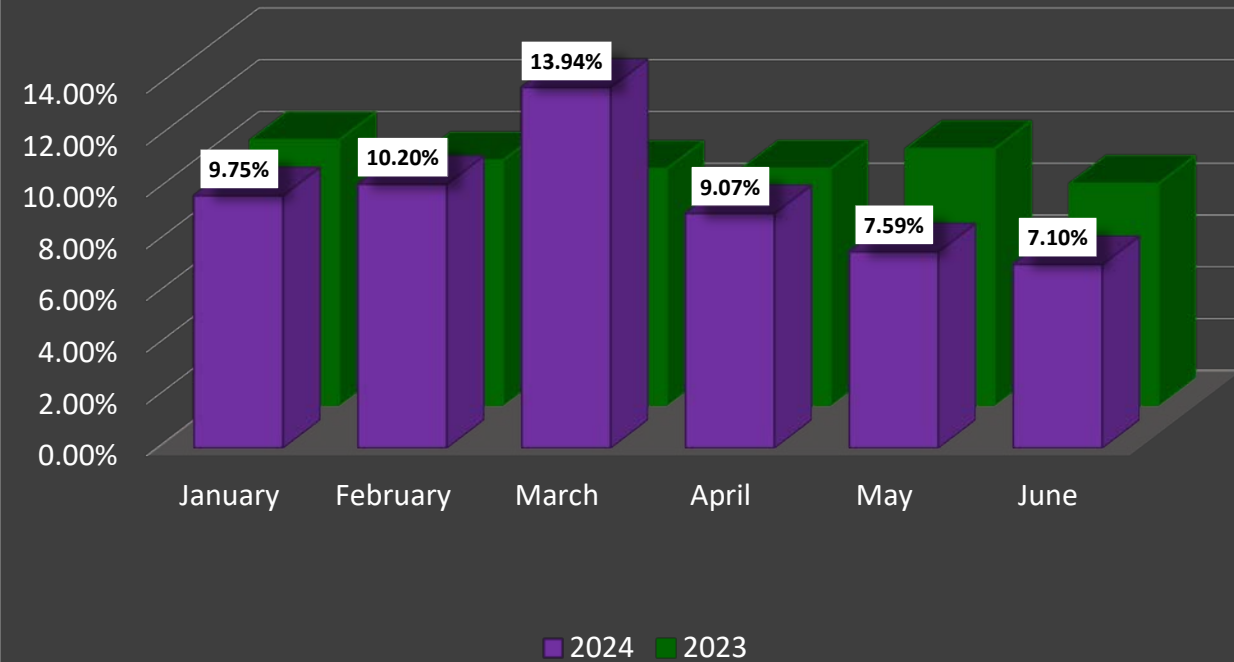


# Ridership

Ridership in June decreased by 11.1% when compared to May 2024 actuals. In June, total system ridership (bus, streetcar and paratransit) was 1.1M, compared to 1.2M for the previous month of May.



### FAREBOX RECOVERY RATES 2024 vs 2023



### TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



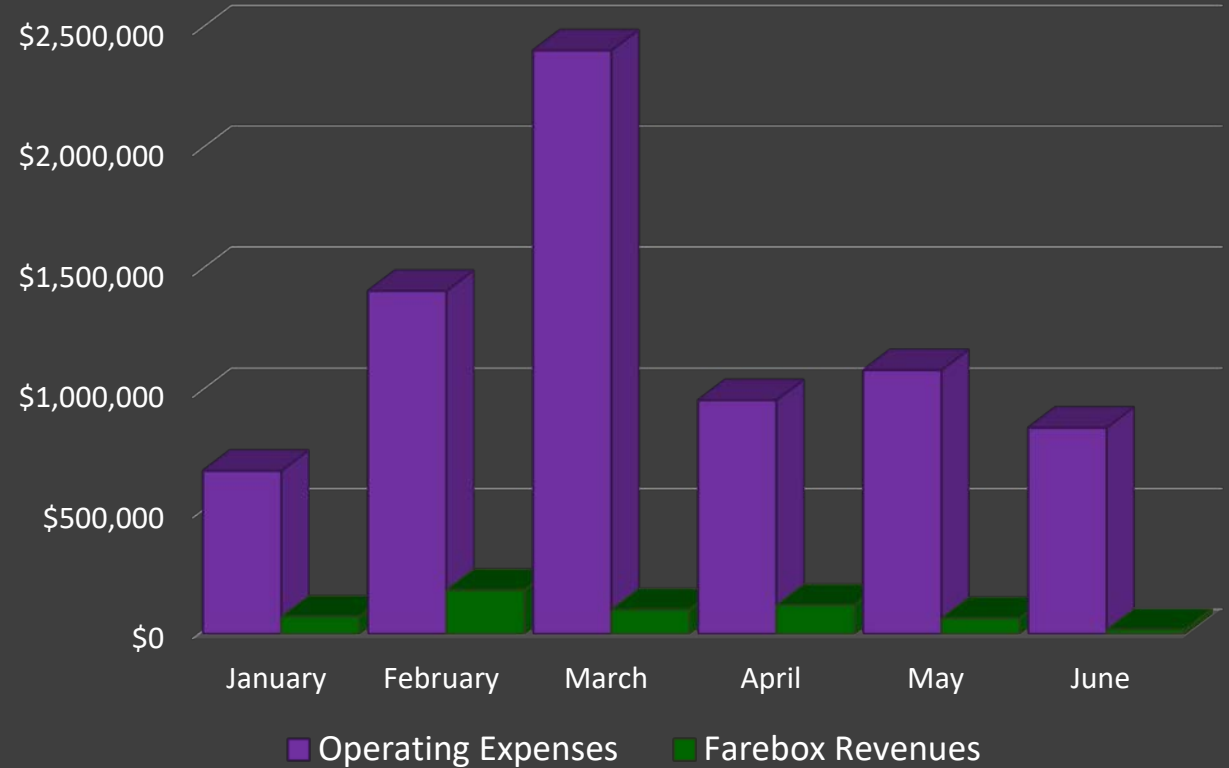
### ***Farebox Recovery Rates 2024 vs. 2023***

Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. June’s farebox recovery rate decreased from 7.6% in the prior month to 7.1%; a total decrease of 0.5%

**FAREBOX RECOVERY RATES  
2024 vs 2023**



**TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY**



***FERRY- Farebox Recovery Rates  
2024 vs. 2023***

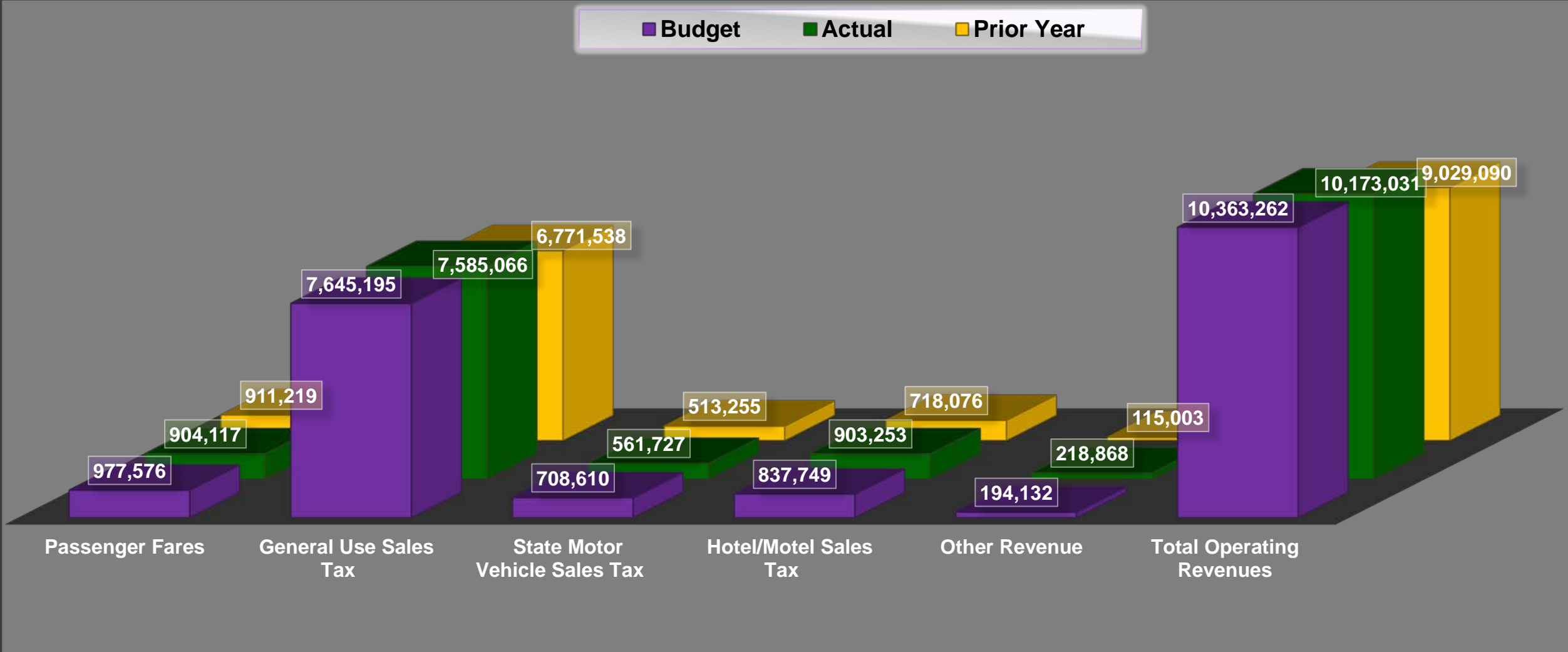
The decrease in farebox recovery to 2.1% in June from 6% in May is the result of a decrease in both operating expenses and fare revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.





# June 2024 Summary of Sources

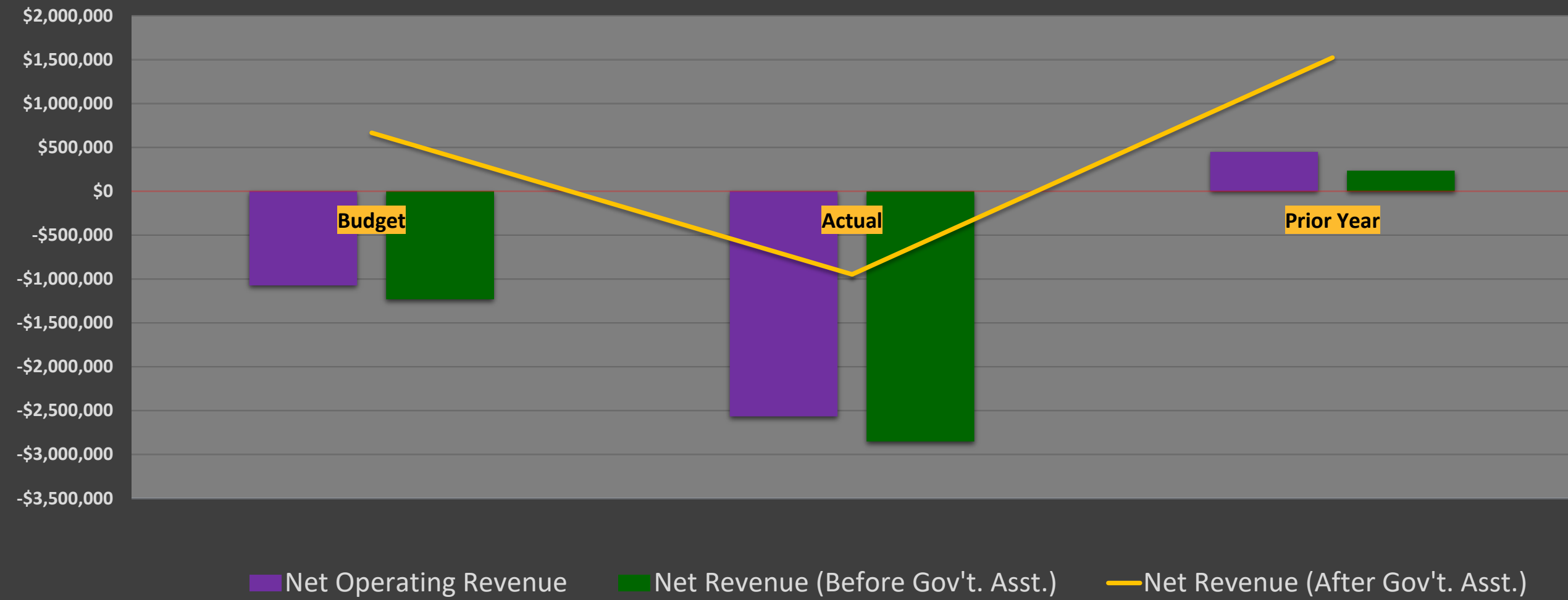
| <b>SUMMARY OF SOURCES</b>                  |                   |                   |                  |                 |                   |                    |
|--|-------------------|-------------------|------------------|-----------------|-------------------|--------------------|
|  | <b>Budget</b>     | <b>Actuals</b>    | <b>\$ Change</b> | <b>% Change</b> | <b>YTD Budget</b> | <b>YTD Actuals</b> |
| Sales Tax                                  | 9,191,554         | 9,050,046         | (141,508)        | -1.54%          | 55,149,324        | 55,874,102         |
| Government Assistance                      | 1,896,333         | 1,476,166         | (420,167)        | -22.16%         | 11,377,998        | 8,304,549          |
| <b>Sales Tax and Government Assistance</b> | <b>11,087,887</b> | <b>10,526,212</b> | <b>(561,675)</b> | <b>-5.07%</b>   | <b>66,527,322</b> | <b>64,178,651</b>  |
| Passenger Fares                            | 977,576           | 904,117           | (73,459)         | -7.51%          | 5,865,456         | 5,570,184          |
| Other Operating Revenues                   | 194,132           | 218,868           | 24,736           | 12.74%          | 1,164,792         | 1,102,302          |
| <b>Subtotal Transit Operations</b>         | <b>1,171,708</b>  | <b>1,122,985</b>  | <b>(48,723)</b>  | <b>-4.16%</b>   | <b>7,030,248</b>  | <b>6,672,486</b>   |
| <b>Total Operating Revenues</b>            | <b>12,259,595</b> | <b>11,649,197</b> | <b>(610,398)</b> | <b>-4.98%</b>   | <b>73,557,570</b> | <b>70,851,137</b>  |
| Federal Capital Funding                    | 3,176,193         | 4,508,746         | 1,332,553        | 41.95%          | 19,057,158        | 18,625,879         |
| Investment Income                          | 6,310             | 66,139            | 59,829           | 100.00%         | 37,860            | 396,832            |
| <b>Subtotal Capital and Bond Resources</b> | <b>3,182,503</b>  | <b>4,574,885</b>  | <b>1,392,382</b> | <b>43.75%</b>   | <b>19,095,018</b> | <b>19,022,711</b>  |
| <b>Total Revenue</b>                       | <b>15,442,098</b> | <b>16,224,082</b> | <b>781,984</b>   | <b>5.06%</b>    | <b>92,652,588</b> | <b>89,873,847</b>  |
| Operating Reserve                          | 0                 | 1,402,916         | 1,402,916        | -100.00%        | 0                 | (8,945,677)        |
| <b>Total Sources</b>                       | <b>15,442,098</b> | <b>17,626,998</b> | <b>2,184,900</b> | <b>14.15%</b>   | <b>92,652,588</b> | <b>80,928,171</b>  |



# Operating Revenues (Budget, Actual & Prior Year)

RTA's two largest revenue sources are General Use Sales Tax (\$7.6M) and Passenger Fares (\$904K). The two combined make up 83.5% or \$8.5M of total revenue. Overall, total operating revenues for the month of June are \$10.2M.





# ***Net Revenues (Before and After Government Assistance)***

Net Revenue (Before Government Assistance) is -\$2.9M for the month of June. After applying the month's \$1.5M in Government Operating Assistance, Net Revenue is -\$947K for the month of June.



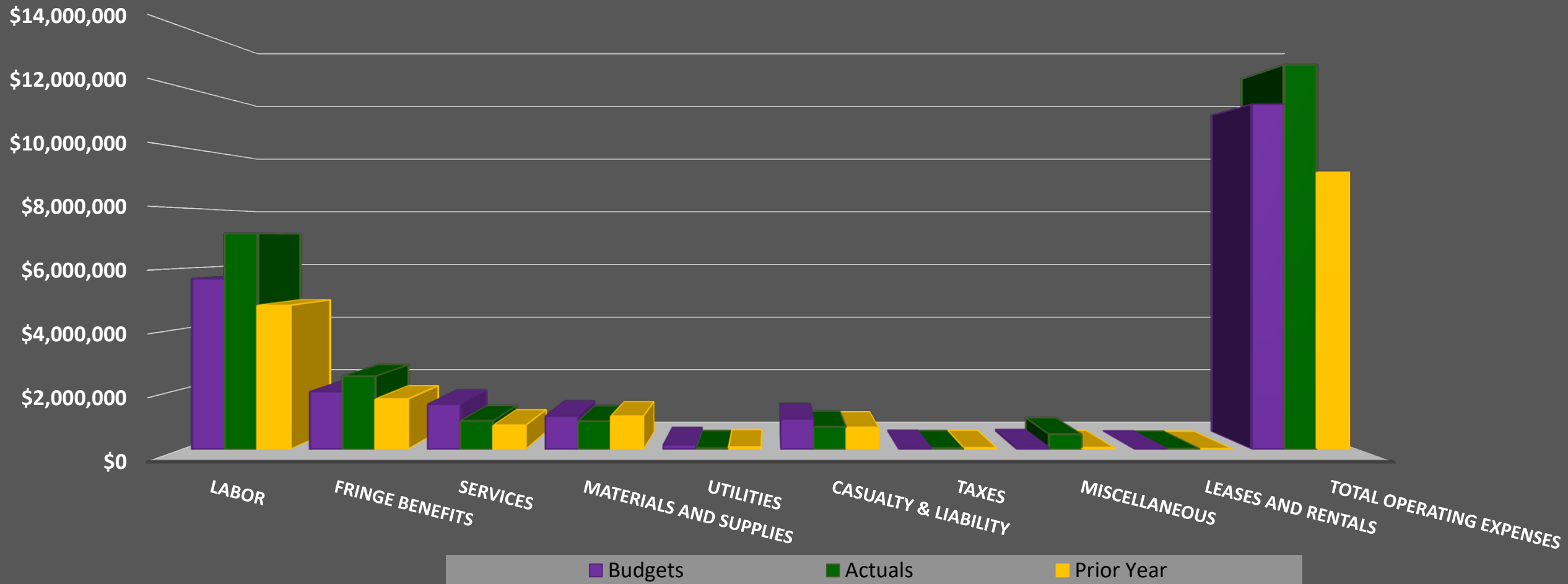
# June 2024 Summary of Uses

## Summary of Uses

|                                     | Budget            | Actuals           | \$ Change          | % Change       | YTD Budget        | YTD Actuals       |
|-------------------------------------|-------------------|-------------------|--------------------|----------------|-------------------|-------------------|
| Transit Operations                  | 11,435,212        | 12,737,917        | (1,302,705)        | -11.39%        | 68,611,272        | 58,086,152        |
| TMSEL Legacy Costs                  | 158,501           | 286,537           | (128,036)          | -80.78%        | 951,006           | 1,581,107         |
| Maritime Costs                      | 0                 | (428,045)         | 428,045            | 0.00%          | 0                 | (898,077)         |
| Capital Expenditures                | 3,176,193         | 4,508,746         | (1,332,553)        | -41.95%        | 19,057,158        | 18,838,521        |
| FEMA Project Worksheet Expenditures | 0                 | 0                 | 0                  | 0.00%          | 0                 | 0                 |
| Debt Service                        | 672,192           | 521,843           | 150,349            | 22.37%         | 4,033,152         | 3,320,468         |
| <b>Total Expenditures</b>           | <b>15,442,098</b> | <b>17,626,998</b> | <b>(2,184,900)</b> | <b>-14.15%</b> | <b>92,652,588</b> | <b>80,928,171</b> |
| Operating Reserve                   | 0                 | 0                 | 0                  | 0.00%          | 0                 | 0                 |
| <b>Total Uses</b>                   | <b>15,442,098</b> | <b>17,626,998</b> | <b>(2,184,900)</b> | <b>-14.15%</b> | <b>92,652,588</b> | <b>80,928,171</b> |



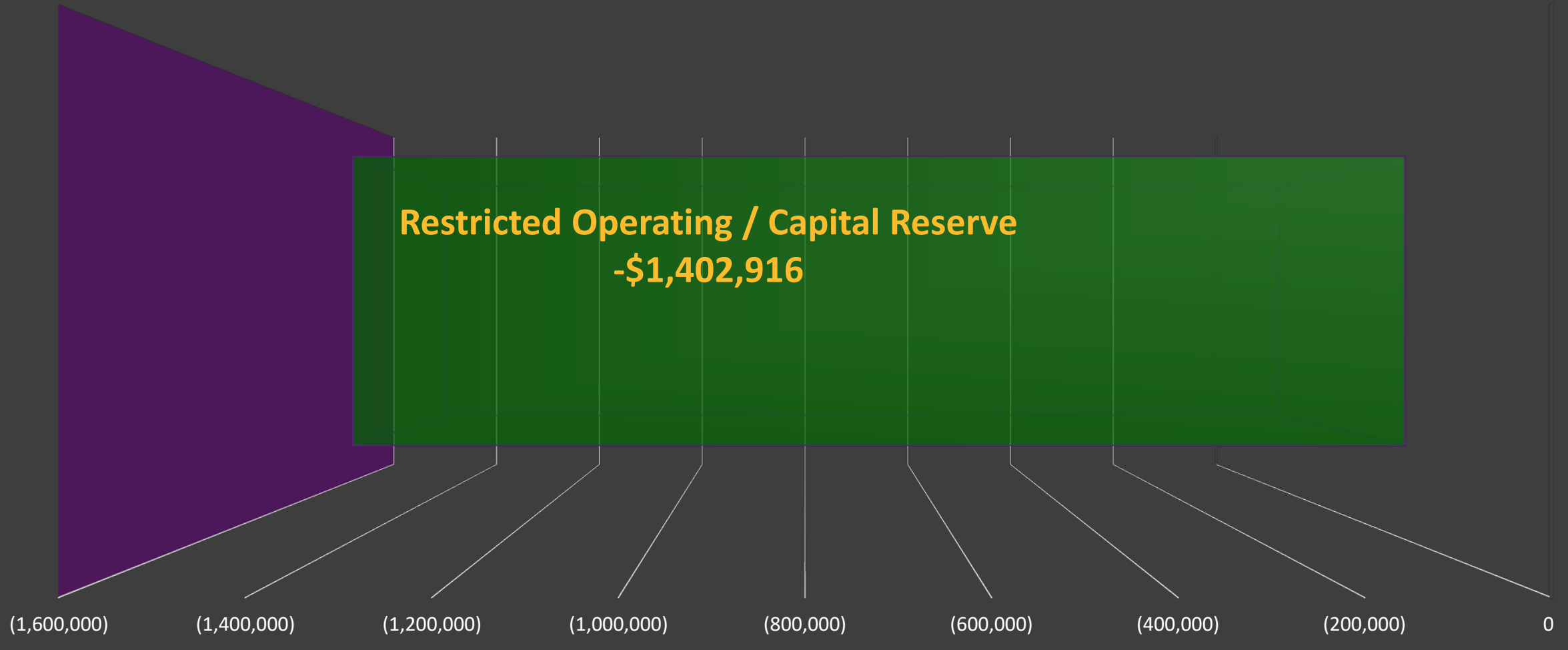
## Operating Expenses (Actual - \$12,737,917)



## Operating Expenses

Operating Expenses for the month of June are roughly \$12.7M. Labor and Fringe Benefits, the largest expenditure at \$9.6M, comprised 75.1% of this month's actual expenses. In total, Operating Expenses for the month of June show an increase of 34.4% from \$9.5M in May.





## ***Operating Reserve***

The negative variance that resulted from Net Revenue (After Government Assistance of approximately \$1.5) subtracted \$1.4M from the Restricted Operating/Capital Reserve, after the offset of \$522K in Debt Service.





# Procurement

Purchase Orders Less than \$100K  
(July 1, 2024 – June 31, 2024)

| Order      | Supplier                         | Cost Center Code | Cost Center Description | Account                               | Creation Date | Description  | Purchase Order Amount |
|------------|----------------------------------|------------------|-------------------------|---------------------------------------|---------------|--|-----------------------|
| RTAP_00634 | GRAINGER (2)                     | 2843             | Facilities Maintenance  | 01-2843-99-8620-123-01-00-00000-00000 | 7/1/24        | Lawncare Equipment - Shovels                       | \$602.96              |
| RTAP_00637 | CITY OF NEW ORLEANS (7)          | 4100             | Operations              | 01-4100-02-9426-000-00-00-00000-00000 | 7/1/24        | Professional Services                              | \$96,000.00           |
| RTAP_00638 | BLACKSTAR DIVERSIFIED ENTERPRISE | 2843             | Facilities Maintenance  | 01-2843-99-8620-123-01-00-00000-00000 | 7/2/24        | Signs  | \$86,581.00           |
| RTAP_00639 | A & H ARMATURE WORKS INC         | 4300             | Streetcar Maintenance   | 01-0000-00-1302-000-00-00-00000-00000 | 7/2/24        | Cp-27 Armatures                                    | \$22,500.00           |
| RTAP_00640 | ANCHOR BRAKE SHOE COMPANY        | 4300             | Streetcar Maintenance   | 01-0000-00-1302-000-00-00-00000-00000 | 7/2/24        | Locomotive Brake Shoes                             | \$11,184.00           |
| RTAP_00635 | TRI-STATE REFRIGERATION          | 4300             | Maintenance             | 01-4300-16-8510-061-03-00-00000-00000 | 7/2/24        | Streetcar Air Conditioning Inspection              | \$3,000.00            |
| RTAP_00641 | TRANSIT APP                      | 2900             | Information Technology  | 01-2900-02-8580-151-82-00-00000-00000 | 7/2/24        | Mobile Ticketing System                            | \$22,044.00           |
| RTAP_00642 | ENGHOUSE TRANSPORTATION LLC      | 2900             | Information Technology  | 01-2900-02-7140-012-05-00-00000-00000 | 7/2/24        | Ivr System - Trip Finder                           | \$88,555.00           |
| RTAP_00643 | GRAINGER (2)                     | 2843             | Facilities Maintenance  | 01-2843-00-8640-124-00-00-00000-00000 | 7/2/24        | Office Supplies                                    | \$975.17              |
| RTAP_00644 | S & A SYSTEMS                    | 2900             | Information Technology  | 01-2900-02-7140-170-00-00-00000-00000 | 7/2/24        | Fleetwatch Cloud License Renewal                   | \$9,218.85            |
| RTAP_00645 | BROOKVILLE EQUIPMENT CORPORATION | 4300             | Streetcar Maintenance   | 01-0000-00-1501-000-00-00-00000-00000 | 7/3/24        | Two Weeks Training - Maintenance & Troubleshooting | \$38,036.67           |
| RTAP_00647 | LAMARQUE FORD                    | 4500             | Paratransit Services    | 01-4500-06-8510-061-05-00-00000-00000 | 7/3/24        | Ford Parts/Equipment                               | \$6,422.47            |
| RTAP_00648 | ELECTRICAL SALES CORPORATION     | 2900             | Information Technology  | 01-2900-02-8580-170-00-00-00000-00000 | 7/3/24        | Eno Paging Amplifier Installation                  | \$3,810.53            |
| RTAP_00649 | A & H ARMATURE WORKS INC         | 4300             | Maintenance             | 01-4300-04-8510-061-03-00-00000-00000 | 7/3/24        | Cp 27 Armature Repair For Streetcar 961            | \$2,800.00            |
| RTAP_00650 | RADIATOR SHOP INC                | 4300             | Maintenance             | 01-4300-02-8510-061-01-00-00000-00000 | 7/8/24        | Radiator Repairs                                   | \$21,094.20           |
| RTAP_00652 | GRAINGER (2)                     | 2843             | Facilities Maintenance  | 01-2843-06-8620-125-00-00-00000-00000 | 7/8/24        | Materials And Supplies                             | \$1,309.44            |
| RTAP_00653 | HELM PAINT & DECORATING          | 4300             | Maintenance             | 01-4300-04-8510-061-03-00-00000-00000 | 7/8/24        | Materials And Supplies                             | \$1,461.18            |
| RTAP_00654 | GRAINGER (2)                     | 4300             | Maintenance             | 01-4300-04-8510-061-03-00-00000-00000 | 7/8/24        | Materials And Supplies                             | \$4,109.01            |
| RTAP_00655 | TRI-STATE REFRIGERATION          | 4300             | Maintenance             | 01-4300-02-9426-000-00-00-00000-00000 | 7/8/24        | Vehicle Repairs                                    | \$5,804.68            |
| RTAP_00656 | PHOENIX METALS                   | 4300             | Maintenance             | 01-4300-99-8640-141-03-00-00000-00000 | 7/9/24        | Materials And Supplies                             | \$1,840.00            |
| RTAP_00657 | TRIO COMPRESSED AIR              | 2843             | Infrastructure - TBD    | 01-2843-02-7520-125-00-00-00000-00000 | 7/9/24        | Materials And Supplies                             | \$2,514.14            |
| RTAP_00658 | JOHNSTONE SUPPLY                 | 2843             | Facilities Maintenance  | 01-2843-06-8620-125-00-00-00000-00000 | 7/9/24        | Materials And Supplies                             | \$544.97              |
| RTAP_00659 | GRAINGER (2)                     | 2843             | Facilities Maintenance  | 01-2843-99-8620-125-00-00-00000-00000 | 7/9/24        | Materials And Supplies                             | \$2,216.01            |
| RTAP_00660 | GRAINGER (2)                     | 2843             | Facilities Maintenance  | 01-2843-02-8620-124-00-00-00000-00000 | 7/9/24        | Materials And Supplies                             | \$624.72              |



# Procurement (cont.)

Purchase Orders Less than \$100K  
(July 1, 2024 – June 31, 2024)

| Order      | Supplier                        | Cost Center Code | Cost Center Description                    | Account                               | Creation Date | Description   | Purchase Order Amount |
|------------|---------------------------------|------------------|--|---------------------------------------|---------------|---|-----------------------|
| RTAP_00661 | GRAINGER (2)                    | 2843             | Facilities Maintenance                     | 01-2843-02-8620-124-00-00-00000-00000 | 7/9/24        | Materials And Supplies  | \$367.72              |
| RTAP_00662 | GRAINGER (2)                    | 4300             | Information Technology                     | 01-0000-00-1501-000-00-00-00000-00000 | 7/10/24       | Materials And Supplies  | \$13,255.08           |
| RTAP_00663 | BUSINESS COMMUNICATIONS INC     | 2900             | Information Technology                     | 01-2900-02-7140-170-00-00-00000-00000 | 7/10/24       | Software Renewal  | \$7,550.00            |
| RTAP_00664 | DIXIE INDUSTRIES INC            | 4300             | Maintenance                                | 01-4300-04-8510-061-03-00-00000-00000 | 7/10/24       | Materials And Supplies  | \$1,431.72            |
| RTAP_00665 | GRAINGER (2)                    | 4300             | Maintenance                                | 01-4300-99-8620-124-00-00-00000-00000 | 7/10/24       | Materials And Supplies  | \$3,148.40            |
| RTAP_00666 | IRWIN CAR AND EQUIPMENT         | 4300             | Maintenance                                | 01-4300-99-8620-124-00-00-00000-00000 | 7/10/24       | Vehicle Repairs   | \$1,375.00            |
| RTAP_00668 | RADIATOR SHOP INC               | 4300             | Maintenance                                | 01-4300-02-8510-061-01-00-00000-00000 | 7/11/24       | Vehicle Repairs   | \$911.90              |
| RTAP_00669 | AIR NU INC                      | 2843             | Facilities Maintenance                     | 01-0000-00-1302-000-00-00-00000-00000 | 7/11/24       | Pleated Air Filters   | \$518.40              |
| RTAP_00670 | LAMARQUE FORD                   | 4500             | Paratransit Services                       | 01-4500-06-8510-061-05-00-00000-00000 | 7/11/24       | Vehicle Parts   | \$1,456.34            |
| RTAP_00671 | EUSTIS ENGINEERING COMPANY      | 6100             | Marine Operations                          | 01-6100-00-1501-000-00-00-00000-00000 | 7/11/24       | Algiers Ferry Terminal Renovation                             | \$20,000.00           |
| RTAP_00672 | Elite Textile Trading LLC       | 2843             | Facilities Maintenance                     | 01-2843-99-8620-123-01-00-00000-00000 | 7/11/24       | Systems Signs   | \$25,200.00           |
| RTAP_00673 | FIRE & SAFETY COMMODITIES       | 4600             | Safety and Claims                          | 01-4600-99-7350-166-00-00-00000-00000 | 7/12/24       | Services  | \$37,500.00           |
| RTAP_00677 | IRWIN CAR AND EQUIPMENT         | 4300             | Maintenance                                | 01-4300-00-8640-141-03-00-00000-00000 | 7/12/24       | Vehicle Parts   | \$62,800.00           |
| RTAP_00679 | TRANE                           | 2843             | Facilities Maintenance                     | 01-2843-06-7520-125-00-00-00000-00000 | 7/15/24       | Chiller Maintenance (3 Years)                                 | \$26,023.35           |
| RTAP_00680 | KENWORTH OF LOUISIANA LLC       | 4300             | Maintenance                                | 01-4300-02-7360-000-00-00-00000-00000 | 7/15/24       | Vehicle Parts And Repairs                                     | \$11,248.18           |
| RTAP_00681 | KENWORTH OF LOUISIANA LLC       | 4300             | Maintenance                                | 01-4300-02-7360-000-00-00-00000-00000 | 7/15/24       | Vehicle Parts And Repairs                                     | \$1,742.21            |
| RTAP_00682 | GRAINGER (2)                    | 4600             | Safety and Claims                          | 01-4600-99-8640-166-89-00-00000-00000 | 7/15/24       | Materials And Supplies  | \$8,184.98            |
| RTAP_00683 | GRAINGER (2)                    | 4300             | Maintenance                                | 01-4300-04-8510-061-03-00-00000-00000 | 7/15/24       | Materials And Supplies  | \$1,045.08            |
| RTAP_00684 | GRAINGER (2)                    | 4600             | Safety and Claims                          | 01-4600-99-8640-166-89-00-00000-00000 | 7/15/24       | Materials And Supplies  | \$572.00              |
| RTAP_00685 | NEW FLYER OF AMERICA (2)        | 4300             | Maintenance                                | 01-4300-02-8510-062-01-00-00000-00000 | 7/15/24       | Vehicle Parts And Repairs                                     | \$7,009.92            |
| RTAP_00686 | MIDWEST BUS REBUILDERS          | 4300             | Maintenance                                | 01-4300-02-8510-062-01-00-00000-00000 | 7/15/24       | Vehicle Parts And Repairs                                     | \$5,465.00            |
| RTAP_00687 | ATR TRANSMISSION REMANUFA       | 4500             | Paratransit Services                       | 01-4500-06-7310-061-05-00-00000-00000 | 7/15/24       | Vehicle Parts And Repairs                                     | \$4,545.00            |
| RTAP_00688 | HILLER COMPANIES LLC, THE       | 4300             | Maintenance                                | 01-4300-02-7610-061-01-00-00000-00000 | 7/15/24       | 272 Fire Suppression Repair                                   | \$3,450.98            |
| RTAP_00689 | ADT COMMERCIAL LLC              | 2843             | Facilities Maintenance                     | 01-2843-99-7670-124-00-00-00000-00000 | 7/16/24       | Canal Fire Alarm & Sprinkler Repair                           | \$16,643.57           |
| RTAP_00690 | JF PETROLEUM GROUP              | 2843             | Facilities Maintenance                     | 01-2843-99-7155-166-00-00-00000-00000 | 7/16/24       | Equipment Repairs   | \$43,980.72           |
| RTAP_00692 | TRI-STATE REFRIGERATION         | 4300             | Maintenance                                | 01-4300-06-8510-061-01-00-00000-00000 | 7/17/24       | Hvac & Coil Repair (Vehicle 272)                              | \$7,588.13            |
| RTAP_00693 | TENNANT SALES & SERVICE COMPANY | 4300             | Maintenance                                | 01-4300-06-8690-124-00-00-00000-00000 | 7/17/24       | Equipment Repairs   | \$13,285.72           |
| RTAP_00694 | DANA SAFETY SUPPLY INC          | 3300             | System Security and Emergency Preparedness | 01-3300-99-7680-161-00-00-00000-00000 | 7/18/24       | Install Blue Lights On Transit Police Vehicles 6552,6553,6555 | \$4,617.18            |

# Procurement (cont.)

Purchase Orders Less than \$100K  
(July 1, 2024 – June 31, 2024)

| Order      | Supplier                        | Cost Center Code | Cost Center Description | Account                               | Creation Date | Description                       | Purchase Order Amount |
|------------|---------------------------------|------------------|-------------------------|---------------------------------------|---------------|-----------------------------------|-----------------------|
| RTAP_00695 | BAYOU STATE INDUSTRIAL SUPPLY   | 4300             | Maintenance             | 01-4300-04-8510-061-03-00-00000-00000 | 7/18/24       | Micro Switches                    | \$3,415.20            |
| RTAP_00696 | SAFE FLEET                      | 2943             | IT Security             | 01-2943-02-8510-061-01-00-00000-00000 | 7/18/24       | Bus Safety Camera Replacement     | \$5,595.00            |
| RTAP_00697 | LAMARQUE FORD                   | 4300             | Maintenance             | 01-4300-02-8510-061-01-00-00000-00000 | 7/19/24       | Vehicle Parts                     | \$2,410.08            |
| RTAP_00698 | GOODYEAR TIRE & RUBBER COMPANY  | 4300             | Maintenance             | 01-4300-06-8120-081-00-00-00000-00000 | 7/19/24       | Tires                             | \$840.37              |
| RTAP_00699 | KENWORTH OF LOUISIANA LLC       | 4300             | Maintenance             | 01-4300-02-7360-061-01-00-00000-00000 | 7/19/24       | Low Oil Repairs                   | \$4,910.00            |
| RTAP_00700 | FASTENAL COMPANY                | 4300             | Maintenance             | 01-4300-02-8510-061-01-00-00000-00000 | 7/22/24       | Materials And Supplies            | \$13,293.69           |
| RTAP_00701 | REECE SUPPLY CO                 | 4300             | Maintenance             | 01-4300-04-8510-061-03-00-00000-00000 | 7/22/24       | Materials And Supplies            | \$4,016.09            |
| RTAP_00702 | KENWORTH OF LOUISIANA LLC       | 4300             | Maintenance             | 01-4300-06-7360-061-01-00-00000-00000 | 7/22/24       | Vehicle Repairs                   | \$5,234.00            |
| RTAP_00703 | CONTRUENT LLC                   | 2900             | Information Technology  | 01-2900-02-8580-170-00-00-00000-00000 | 7/22/24       | Procureware (5/13/24 - 5/12/2025) | \$15,000.00           |
| RTAP_00705 | NATIONAL ELECTRICAL CARBON      | 4300             | Maintenance             | 01-0000-00-1302-000-00-00-00000-00000 | 7/23/24       | Motor Brushes                     | \$16,188.00           |
| RTAP_00706 | MYTHICS LLC                     | 2900             | Information Technology  | 01-2900-02-7140-171-00-00-00000-00000 | 7/23/24       | Oracle - Opengov Integration      | \$27,027.90           |
| 913406     | TENNANT SALES & SERVICE COMPANY | 4300             | Maintenance             | 01-4300-99-7570-125-00-00-00000-00000 | 7/23/24       | Scrubber Repairs                  | \$197.90              |
| RTAP_00708 | RUDY SMITH SERVICE INC          | 4300             | Maintenance             | 01-4300-02-7610-061-01-00-00000-00000 | 7/24/24       | Tow Services                      | \$1,256.00            |
| RTAP_00709 | KENWORTH OF LOUISIANA LLC       | 4300             | Maintenance             | 01-4300-02-7360-061-01-00-00000-00000 | 7/24/24       | Vehicle Repairs                   | \$2,384.26            |
| RTAP_00710 | JOHNSTONE SUPPLY                | 2843             | Facilities Maintenance  | 01-2843-06-8620-125-00-00-00000-00000 | 7/25/24       | Materials And Supplies            | \$1,634.91            |
| RTAP_00711 | GRAINGER (2)                    | 2943             | Fleet Technology        | 01-2943-99-8640-061-89-00-00000-00000 | 7/25/24       | Materials And Supplies            | \$508.83              |
| RTAP_00712 | GRAINGER (2)                    | 2843             | Facilities Maintenance  | 01-2843-99-8620-124-00-00-00000-00000 | 7/25/24       | Materials And Supplies            | \$1,166.83            |
| RTAP_00713 | CREATIVE BUS SALES              | 4500             | Paratransit Services    | 01-4500-06-7330-062-05-00-00000-00000 | 7/25/24       | Vehicle Parts                     | \$6,738.16            |
| RTAP_00714 | TRI-STATE REFRIGERATION         | 4300             | Maintenance             | 01-4300-02-7410-061-01-00-00000-00000 | 7/26/24       | Vehicle Repairs                   | \$5,698.97            |
| RTAP_00715 | VAUGHN'S POWER EQUIPMENT INC    | 4300             | Maintenance             | 01-4300-00-7570-123-01-00-00000-00000 | 7/26/24       | Vehicle Parts                     | \$1,951.88            |
| RTAP_00716 | LAMARQUE FORD                   | 4500             | Paratransit Services    | 01-4500-06-8510-061-05-00-00000-00000 | 7/26/24       | Vehicle Parts                     | \$821.32              |
| RTAP_00717 | SOUTHEAST SAFETY & SUPPLY CO    | 4300             | Maintenance             | 01-4300-02-8640-051-01-00-00000-00000 | 7/26/24       | T-Shirt Rags                      | \$472.50              |
| RTAP_00718 | LAMARQUE FORD                   | 4500             | Paratransit Services    | 01-4500-06-8510-061-05-00-00000-00000 | 7/26/24       | Bus Molding                       | \$117.54              |
| RTAP_00719 | NAPA                            | 4300             | Maintenance             | 01-4300-02-8640-051-01-00-00000-00000 | 7/29/24       | Vehicle Parts                     | \$4,635.76            |
| RTAP_00720 | CONVERGINT TECHNOLOGIES         | 2900             | Information Technology  | 01-2900-02-7701-181-00-00-00000-00000 | 7/30/24       | Security System Repairs           | \$2,000.00            |



# *Questions?*



# **Agenda**

## **5. Consent Agenda**

|   |        |
|---|--------|
| Substation Upgrade/Repairs                      | 24-055 |
| Replacement of Track Switch Boxes and Cleanouts | 24-057 |
| Zero-Emission Fleet Planning                    | 24-065 |



# **Agenda**

## **6. Ratifications**

Cyber Insurance Placement and Renewal of Excess Liability and Automobile Physical Damage Insurance [2024-2025] 24-061

Change Order Request: Agreement for Ferry Service Operations and Maintenance 24-063





# Agenda

## 7. Authorizations

|   |        |
|---|--------|
| Award Contract to CTE for Lo/No PM Services   | 24-054 |
| McPherson Oil Extension #2  | 24-066 |
| Amendment to the Transit Agreement between the City of Kenner and Regional Transit Authority (RTA)  | 24-072 |
| Cooperative Endeavor Agreement (CEA) between The University Of New Orleans (UNO) and Regional Transit Authority (RTA)   | 24-073 |
| A Cooperative Endeavor Agreement (CEA) between the City of New Orleans and the Regional Transit Authority for the Zero Transit Fare For Opportunity Youth Program | 24-078 |



# ***Agenda***

## **7. Authorizations**

Special Recognition Resolution of Former RTA Commissioner  
Earline Roth

24-079



***Agenda***

**8. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)**

# 9. Audience Questions and Comments

## **10. Executive Session (2/3rds VOTE To Consider)**

- **BRC Construction Group, LLC versus New Orleans Regional Transit Authority, Civil District Court for the Parish of Orleans No.: 20024-00335, Div. “F-5”**
- **Ernest N. Morial Exhibition Hall Authority versus Regional Transit Authority Civil District Court No. 2021-004470, Division “J-15”**

# 11. Adjournment