



Agenda

CITY CLERK'S OFFICE

DATE 10/17/13 TIME 3:26p

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**TRANSIT ADVISORY BOARD MEETING
THURSDAY, OCTOBER 24, 2013
5:00 PM – 7:00 PM
SANTA FE TRAILS FACILITY
2931 RUFINA STREET**

CALL TO ORDER
ROLL CALL
APPROVAL OF AGENDA
APPROVAL OF MEETING MINUTES: AUGUST 27, 2013

PUBLIC COMMENT

PRESENTATION:

1. MOBILE PHONE APP – PROJECT PROPOSAL FOR FIXED ROUTE FEEDER SYSTEM

ACTION ITEMS:

1. CNG COMPRESSION STATION UPGRADE PROPOSAL & CONTRACT – REVIEW AND APPROVE
2. 2014 TRANSIT OPERATIONS SERVICE SCHEDULE – REVIEW AND APPROVE
3. 2014 TRANSIT ADVISORY BOARD MEETING SCHEDULE – REVIEW AND APPROVE
4. TAG LINE UPDATE INITIATIVE – REVIEW AND APPROVE SURVEY MONKEY QUESTIONS

DISCUSSION ITEMS:

1. REPORT ON SYSTEM RIDERSHIP – SANTA FE TRAILS AND SANTA FE RIDE
2. FLEET REPLACEMENT SCHEDULE – FINANCIAL NEEDS ASSESSMENT
3. REVIEW OF DRAFT REPORT FORMAT – CUSTOMER COMMENT / COMPLAINT REPORT
4. BENCH/SHELTER CONSTRUCTION PROJECT UPDATE – ADDRESS SITE SPECIFIC ADA CONCERNS
5. BUS PASS SALES - PROPOSED AMENDMENT TO VOLUME DISCOUNT PROGRAM
6. SOUTHSIDE TRANSIT CENTER – DEVELOPMENT REVIEW & DESIGN PROCESS UPDATE
7. SANTA FE SKI AREA SHUTTLE INITIATIVE – UPDATE ON NCRTD PROCESS

PUBLIC COMMENT

ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

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<u>INDEX</u>	<u>ACTION TAKEN</u>	<u>PAGE(S)</u>
Cover Sheet		1
Call to Order	Call to Order by Mr. Colin Messer, Chair, at 5:10 pm, Santa Fe Trails Facility, Rufina St., Santa Fe, NM	2
Roll Call	A quorum was declared by roll call at 5:20 pm	2
Approval of Agenda	<i>Councilor Calvert moved to approve the agenda as presented, second by Mr. Cooper, motion carried by unanimous voice vote.</i>	2
Approval of Minutes August 27, 2013 Correction of the word: Ap – should be App Annette – Add last name - Granillo and her title is Transit Operations Manager	<i>Mr. Robinson moved to approve the minutes as amended, second by Ms. Bleck, motion carried by unanimous voice vote.</i>	2
Public Comment	<i>No Comments</i>	2
Presentation Mobile Phone App – Project Proposal for Fixed Route Feeder System	No formal action. Staff to discuss recommendations with the City Manager	3-4
Action Items A. CNG Compression Station Upgrade & Proposal & Contract B. 2014 Transit Operations Service Schedule C. 2014 Transit Advisory Board Meeting Schedule D. Tag Line Update Initiative	<i>Councilor Calvert moved to have the CNG Compression Station Upgrade Proposal & Contract move forward to the City Council procedure, second by Mr. Luttojohan, motion carried by unanimous voice vote.</i> <i>Councilor Calvert moved to approve the 2014 Transit Operations Service Schedule as presented, second by Mr. Cooper, motion carried by unanimous voice vote.</i> <i>Councilor Calvert moved to approve the 2014 Transit Advisory Board Meeting Schedule, second by Ms. Bleck, motion carried by unanimous voice vote.</i>	4-5

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	<i>Councilor Calvert moved to approve the Survey Monkey tagline as amended, second by Mr. Luttojohann, motion carried by unanimous voice vote.</i>	
Discussion Items A. Report on System Ridership B. Fleet Replacement Schedule C. Review of Draft Report Format D. Bench/Shelter Construction Project update E. Bus Pass Sales F. Southside Transit Center G. Santa Fe Ski Area Shuttle Initiative	Informational, no formal action taken. F-G to be discussed at next month meeting	5-7
Public Comments	None	7
Adjourn and Signature Page	The Chair called for adjournment at 7:15 pm	7

Transit Advisory Board Meeting
October 24, 2013
MINUTES
5:00 pm – 7:15 pm

1. The Transit Advisory Board Meeting was called to order at 5:10 pm by the Chair, Colin Messer. The meeting was held at the Santa Fe Trails Facility Building – Conference Room, Santa Fe, New Mexico. A quorum did not exist until 5:20 pm.

Roll Call

Colin Messer, Chair
Aurore Bleck
Councilor Chris Calvert
Stan Cooper
Garrett Robinson
Jim Luttojohn

Not Present

Cindy Montoya, Excused
Don Bell

Staff Present:

Jon Bulthuis, Transit Director
Ken Smithson, Director of Operations & Maintenance

Others Present

Mary McGinnis
Dave McQuarie
Tomas Rivera, Chainbreakers
Stephen Guerin
Ben Lickner

Fran Lucero, Stenographer

(Approval of Agenda and Minutes took place when quorum was created.)

2. **Approval of Agenda**

Councilor Calvert moved to approve the agenda as presented, second by Mr. Cooper, motion carried by unanimous voice vote.

3. **Approval of Meeting Minutes: August 27, 2013**

Correction of the word: Ap – should be App
Annette – Add last name - Granillo and her title is Transit Operations Manager

Mr. Robinson moved to approve the minutes as amended, second by Ms. Bleck, motion carried by unanimous voice vote.

4. **Public Comments**

Tomas Rivera, Chainbreaker Collective – Annual bus rate information and rebate program is of interest to him and will be discussed under this agenda item.

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5. Presentation

A. Mobile Phone App – Project Proposal for Fixed Route Feeder System

Mr. Bulthuis explained the need for the program as presented today. (*Verbal and slide show presentation*). The project is a WPI Santa Fe Project Center program that the students continue to work on in collaboration with the City of Santa Fe.

Representatives

Stephen Guerin

Ben Lickner

Dr. Fabio Carrera

The program presented this evening showed examples of the program as it exists in Boston. The program is called StreetBump.org. Mr. Guerin showed examples of the Santa Fe Trails Bus App focusing on Solving the First Mile.

- How can we look at Santa Fe being a launch site?
- Solving the First Mile
 - Santa Fe Trails
 - Santa Fe Pickup
 - Santa Fe Ride
 - Taxi
 - Shuttle/Limo
 - Railrunner
 - Carpooling
 - Friend of a Friend Ride Request
 - On Demand Ride Request

The request is to use Santa Fe as a beta test site. The total cost estimated is \$150,000. Mr. Guerin provided the reviewed information from the power point and would work with city staff on the accounting and administrative policies that would need to take place. Dr. Carrera would return to the Transit Advisory Board in the near future if there is interest, to respond to any questions.

The URL is active right now: transit.cityknowledge.net

Councilor Calvert asked Mr. Guerin what he was looking for today from the Transit Advisory Board. Mr. Guerin said that they are looking for financial support in the amount of \$15,000 and to use Santa Fe as a test site. Other options would be that the first \$100k be received off of fares through the app or 30% of fares through the app afterward.

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The City Manager will want to know how to quantify the benefit with the cost. Councilor Calvert said that it doesn't seem to be uniquely a transit option; it should or could be reviewed by Economic Development. There are regional Economic Development agencies that would share the need and benefit from this type of program.

It was asked, if the city funded \$15,000 who would fund the rest? Mr. Guerin said there would be private funding. Councilor Calvert feels confident that the City could come up with the \$15,000 start up money.

Mr. Bulthuis reiterated that this program would provide real live data.

Next steps: Mr. Bulthuis will take this information to the City Manager. There needs to be a commitment if we are making the initial investment and what are the steps to follow up on.

The options of system wide scheduling were explained by Mr. Guerin.

6. Action Items

A. CNG Compression Station Upgrade Proposal & Contract – Review and Approve

Mr. Bulthuis distributed the Professional Services Agreement detailing the scope of services. (Exhibit A) Notes on last page is the City of Santa Fe's Depreciated Value of Station – Original Bid (Year 5) = \$1,131,054 presented by Clean Energy. The City has requested that all of the equipment be new and be included under one warranty. It was noted that the two additional costs and scope of work that were not included in the first bid will be paid for with existing funding through the City of Santa Fe. Those two items are Solid Waste Incremental Scope Costs and Santa Fe Trails Increment Scope Costs.

The overall budget on fuel price will increase as we pay off the infrastructure cost over several years. On an annual basis it will be approximately in the \$100,000 range, but it depends on usage.

Councilor Calvert moved to have the CNG Compression Station Upgrade Proposal & Contract move forward to the City Council procedure, second by Mr. Luttojohn, motion carried by unanimous voice vote.

B. 2014 Transit Operations Service Schedule – Review and Approve

Modeled after the schedule we had this year. It includes the reduction that took place approximately 2 years ago addressing the summer holidays.

Councilor Calvert moved to approve the 2014 Transit Operations Service Schedule as presented, second by Mr. Cooper, motion carried by unanimous voice vote.

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C. 2014 Transit Advisory Board Meeting Schedule

February 25, 2014	March 25, 2014	April 22, 2014	May 27, 2014
June 24, 2014	July 22, 2014	August 26, 2014	September 23, 2014
October 28, 2014	December 2, 2014		

Councilor Calvert moved to approve the 2014 Transit Advisory Board Meeting Schedule, second by Ms. Bleck, motion carried by unanimous voice vote.

D. Review and Approve Survey Monkey Questions

Tag Line for City Buses - It was recommended that if you are going to ask questions we should expand to at least 3 questions so we can capture comments from those who are using city transportation. Possibly provide them with some bullet points; example – we are a green transportation service, etc.; right now we only ask one question. Mr. Bulthuis will go back and ask them to work on a descriptor. Possibly an age group gender, are you a user? Mr. Luttojohann recommended 3-5 questions and said we now have a good description. Staff will work on the suggested recommendations.

Councilor Calvert moved to approve the Survey Monkey tagline as amended, second by Mr. Luttojohann, motion carried by unanimous voice vote.

7. **Discussion Items**

A. Report on System Ridership – Santa Fe Trails and Santa Fe Ride

The report included in packet reflects that numbers have gone up. Our percentage growth is also higher. This time last year we were at 86,828 and this year we are at 93,405. Included in packet are Ridership by Route numbers, monthly farebox analysis for September, 2013 – total revenue is \$30,885.84, On time performance reports. No questions from the board.

B. Fleet Replacement Schedule – Financial Needs

The Chair stated that we are in a financial hardship and in dire need to replace the fleet. Mr. Bulthuis shared an update about the federal funding changes. He referred to MAP 21(A bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes) and described its affect on transit. We are down to a couple of thousand dollars vs. the million or higher thousands that we received in the past to replace our fleet. (Exhibit B) – Fixed Route Bus Replacement Schedule described the replacement schedule. There are 5 buses that will be delivered close to the end of FY14. The turnaround time of 7-8 year busses are quicker. The key message is that we have unmet needs, we have buses that need to be replaced; we don't have federal funding nor local funding. A schedule is included showing the CNG Tanks Expiration. The last 7 buses CNG Tanks Expire February 1, 2016 and we will be in dire need of new buses by that time. Options will be implemented in parking buses to save in maintenance and reduce the spare ratio. It is important to keep operations going. If we can't figure out a financing mechanism we will need to review the ridership schedules. It was asked if the option has been discussed to have someone finance the buses and the City would pay the owner of the buses. Mr. Bulthuis said this has not been considered. Councilor

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Calvert said that whether we buy them or lease them, we do not have the money. It was reiterated that we can't anticipate any federal funding.

The Chair went with Mr. Bulthuis recommendation to take a closer look at the scheduling of services for the fleet and compare the cost associated with any repairs. FTA will allow us to have a contingency fleet. Staff will come back to the TAB with a plan for operation at a minimal investment since we cannot purchase new. Mr. Bulthuis said that it would be recommended to do a resolution and seek support from our Congressional Delegation; it needs to be a community effort. Marketing and advertising methods may need to be used to inform the public of the potential loss of our buses. Mr. Bulthuis feels strongly that there will be community pressure on this need but the problem is the time frame, we won't be ready by January, 2015. We have an immediate need for an estimated \$2.5 million dollars. There is a role for the Board to discuss a contingency plan. The Chair asked that this remain on the agenda.

C. Review of Draft Report Format – Customer Comment / Complaint Report

Ms. Bleck said that she feels the changes to the complaint form look good. It has all the components the Board identified and Ms. Granillo has added the necessary statistical internal information columns. Staff will complete this form and a monthly report will come to the Board for review. It was recommended that a column be identified to show where the complaint or comment is coming from. Mr. Bulthuis will assure these recommended changes are incorporated.

D. Bench/Shelter Update

Mr. Bulthuis reported that three sites have been identified and were not compliant. 2 of the 3 shelters have been brought up to standards. Regarding the third site; Mr. Bulthuis will provide a letter to Mr. McQuarie in response to the Cerrillos Rd./Lujan St. concern. The city ADA Coordinator and city staff will postpone work on that site until the 2014 road work is done. The shelter will be relocated to the area where there are no ADA concerns. (Exhibit C) October 24, 2013 letter to Mr. Dave McQuarie from Mr. Jon Bulthuis. The resolution is very close to being a permanent resolution.

Mr. McQuarie said that he is not aware of any correspondence as the letter, Exhibit C refers to a response from the first letter and secondly; the bus stop at the Indian School. Mr. McQuarie said he cannot use the bus stop at the Indian Hospital; he would have to wait in the street. Mr. McQuarie said that there has been conversation in the past with the Indian School who had said that they would like to have discussion and help remedy this situation.

Ms. Bleck said that there are 6 bus stops in question from the KIVA group. Mr. Bulthuis would welcome those questions.

All of Phase I is done.

E. Bus Pass Sales

October 17, 2013 – Ken Smithson, Director of Operations & Maintenance memorandum related to the Discount for Bulk Purchase of Monthly Passes by individuals. The request is to

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extend this program or discount the annual pass vs. paying on a monthly basis. No action taken as this will be placed next month under Action Items.

Tomas stated that they are getting a lot of inquiries from their Chainbreakers members who are bicycle passengers on the bus. They would like to see this request move through city council.

What is the model frequency? The 12 months would start once it is activated. Tomas said that Chainbreakers would be willing to work with the City regarding the financial strains for transportation.

F. Southside Transit Center

It was proposed to go to the City Council.

G. Santa Fe Ski Area Shuttle Initiative

Tabled until next month meeting.

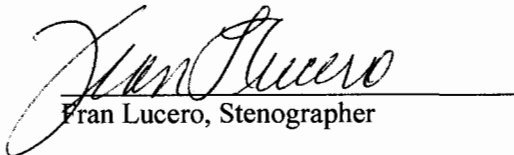
8. Public Comments

None

9. Adjourn

There being no further business the Chair called for adjournment at 7:15 pm.

Signature Page:


Colin Messer, Chair
Fran Lucero, Stenographer

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Clean Energy (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services for the City: The ongoing operation and maintenance of the City of Santa Fe's natural gas compression facility located at the Transit Division, 2931 Rufina Street, Santa Fe, New Mexico. In addition, the Contractor shall design, permit, and expand the time fill capacity of the system and upgrade existing equipment, as needed, to meet municipal and public fueling demands. The Contractor's costs associated with the upgrades to the CNG Fueling Facility shall be paid by the City in accordance with Paragraph 3, after services are rendered, for both upfront infrastructure costs and ongoing operations and maintenance costs.

B. The Contractor shall be responsible for:

1. Completion of an engineering report that specifies the equipment upgrades to be made to the existing CNG fueling facility, capable of meeting existing and forecasted "time-fill" municipal and "fast-fill" public access fueling demands. The

Exhibit A

report shall include a development schedule that specifically addresses how fueling demands will be met, without interruption, during the upgrade process, including "back-up" plans should any unanticipated difficulties arise during the upgrade process

2. Providing at a minimum the following components for the CNG fueling facility:

a. New compression and storage equipment, including but not limited to compressors, dryer, storage tanks and priority panel;

b. Electrical system upgrade between the Transit Division's electrical panel and compression station, to include new wiring, conduits and cable;

c. Underground gas line replacement between the compression station and each fueling post, to include the gas lines encased in concrete up to the shut-off valve at each existing station;

d. Design and construction of an addition to the existing "Time Fill" fueling station, on the Transit Division yard, with 18 fueling nozzles, that shall provide fuel at 3,000 PSIG for the Transit Division's Paratransit Section;

e. Design and construction of a new "Time Fill" fueling station, including concrete pavement and associated infrastructure, with 30 fueling nozzles, that shall provide fuel at 3,600 PSIG for the Environmental Services Division;

f. Upgrades to the CNG fueling facility shall comply with current federal & state codes with respect to security and safety and shall incorporate Federal Transit Administration safety and security recommendations wherever practical; and

g. Upgrades to existing public access "Fast Fill" station, as needed, including replacement of the dispenser and card reader at no cost to the City should these items fail at any time during the life of the contract.

Note: All proposed equipment and materials shall be new with original equipment manufacture's warranties.

3. Securing all necessary construction and environmental permits related to the facility upgrade as detailed in the report;

4. Coordination with Public Service Company of New Mexico on all power supply upgrades;

5. Operating and maintaining the CNG fueling facility and bearing all costs related to the operation and maintenance of the facility, including the procurement of natural gas commodity and dispensing and selling compressed fuel to the City and public;

6. Providing emergency repair service on a 24-hour, 7-day per week basis, providing emergency service within two (2) hours from the time contacted by the City, and restoring the operation of the facility within 24 hours;

7. Conducting annual training classes for the City of Santa Fe Transit and Environmental Services staff for safety, operation and maintenance of the CNG Fueling facility.

8. Applying for any federal tax credits associated with the sale of compressed natural gas and pass on this benefit to the City.

9. Providing a significant amount of services in close cooperation and consultation with the City of Santa Fe in order to design the optimum CNG fueling facility, secure all necessary construction and environmental permits, and manage construction of all new CNG facilities;

10. Following selection, the Contractor's highest priority shall be to work with City staff to finalize the facility design; and

11. Providing a written plan that ensures fueling to at least Transit Division's time fill station during all phases of the facility upgrade because the Transit and Environmental Services Divisions depend upon the existing CNG fueling facility daily to maintain service to the public.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered for the upfront infrastructure costs associated with add-ons to the Contractor's initial proposal, a sum not to exceed Four Hundred Fifty Five Thousand Seven Hundred Ninety Five dollars (\$455,795), inclusive of applicable gross receipts taxes; and, for all station capital costs as well as complete operations and maintenance service for the term of the

agreement, compression service fees of \$1.27 per Diesel Gallon Equivalent (DGE) for annual volumes less than 295,000 DGE, and \$1.19 per DGE for annual volumes greater than 295,000 DGE.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and deliverables received and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate exactly five (5) years from the effective date, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or

subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If applicable, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Jon Bulthuis
Transit Division Director
2931 Rufina St.
Santa Fe, NM 87507

Contractor:

Blake Littauer
Manager, Regional Sales
9124 Hackney Rd. NE
Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement
on the date set forth below.

CITY OF SANTA FE:

DAVID COSS, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
(Name & Title)

GENO ZAMORA, CITY ATTORNEY

CRS # _____
City of Santa Fe Business
Registration # _____

APPROVED:

MARCOS TAPIA, DIRECTOR
FINANCE DEPARTMENT

BUSINESS UNIT/LINE ITEM

9124 Hackney Rd NE
Albuquerque, NM 87109
(505) 554-6215 FAX (214) 572-6581
blittauer@cleanenergyfuels.com

Blake Littauer
Manager, Regional Sales

www.cleanenergyfuels.com

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Jon Bulthuis
Director, Transportation Department
City of Santa Fe
2931 Rufina St
Santa Fe, NM 87507

RE: Clarification Response on RFP # 13/23/P for Compressed Natural Gas Fueling Services for the Transit Division and the Environmental Services Division

Dear Mr. Bulthuis:

Clean Energy (CE) is pleased to present the City with pricing for the CNG station upgrade pricing as well as associated projects not included in the original scope of work under the RFP.

1. Price for Scope of Work Meeting RFP Requirements

As the reliable operator of the City's CNG fueling station for the past several years, CE is in a unique position to provide the City with a cost-saving solution. CE's in-house CNG experts will ensure the timely and successful completion of the City's upgrade. Upon completion, CE's technicians and 24/7 Customer Support Center will ensure reliable and responsive continued services.

As submitted in CE's RFP response, the price for meeting the original scope of work is outlined in the table below:

CITY OF SANTA FE'S COMPRESSION FEE (Santa Fe Trails and Environmental Services)		
	Annual Volume in DGEs	Price per DGE
Original Bid (3/15/2013)	<295,000	\$1.27
	>295,000	\$1.19

CITY OF SANTA FE'S – DEPRECIATED VALUE OF STATION	
Original Bid (Year 5)	\$1,131,054

2. Solid Waste Incremental Scope Costs

The cost to pave the Environmental Division time-fill station comprising an area of 9,800 square feet (70' W x 140' L) with concrete as well as add 10 additional time-fill posts is included in the table below:

ENVIRONMENTAL SERVICES PAVING AND INSTALLATION OF ADDITIONAL TIME-FILL POSTS	
6/19/2013 - Concrete Paving	\$117,504
9/10/13 - 10 Additional Time-Fill Posts	\$138,773
TOTAL SOLID WASTE COST	\$256,777

Please note that this price does not include removal of vegetation, existing concrete or asphalt.

3. Santa Fe Trails Incremental Scope Costs

The cost to the City to replace the existing underground gas lines between the compression station and each fueling post, as well as the gas lines encased in concrete up to the shut-off valve at each existing station is included in the table below:

UNDERGROUND GAS LINE REPLACEMENT	
7/19/2013 - Underground Gas Line Replacement	\$199,518

It is a pleasure to provide the City with this information and we look forward to the opportunity to expand our partnership. Please do not hesitate to contact me at (505) 554-6215 or blittauer@cleanenergyfuels.com.

Sincerely,



Blake Littauer
Manager, Regional Sales

Fixed Route Bus Replacement Schedule

09/12/2013

Purchases(Retirements)

Bus Yr	Bus Type		Existing	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	End Qty
2001	Bluebird	R	10		-4	-4	-2										0
2002	Bluebird	R	8			-4	-4										0
2008	Eld EZRider II	R	6										-3	-3			0
2009	Eld Passport	R	4								-4						0
2011	Eld EZRider II	R	6												-3	-3	0
2012	Gillig	R	2													-2	0
2014	Gillig	N				5											5
2015	Bus	N					5										5
2016	Bus	N						2									2
2017	Bus	N							2								2
2018	Bus	N								2							2
2019	Bus	N									2						2
2020	Bus	N										2					2
2021	Bus	N															0
2022	Bus	N											4				4
2023	Bus	N													3		3
2024	Bus	N														3	3
Annual Change				0	-4	-3	-1	2	2	2	-2	2	-3	1	0	-2	-6
Total Buses in Fleet				36	32	29	28	30	32	34	32	34	31	32	32	30	26
Peak Pullout				22	22	22	22	22	22	22	22	22	22	22	22	22	0
Spare Ratio				64%	45%	32%	27%	36%	45%	55%	45%	55%	41%	45%	45%	36%	

Contingency Fleet

Bus Yr	Bus Type		Existing	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	End Qty
Annual Change				0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Buses in Fleet				0	0	0	0	0	0	0	0	0	0	0	0	0	0

○ - buses on order
 □ - unbudgeted replacement needs

Exhibit B.

Unit Number

CNG Tanks Expire

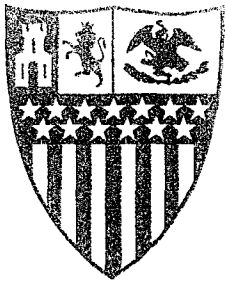
2101	7/1/2015	S Gillig Buses on order (expected delivery late 2014)
2102	7/1/2015	
2103	7/1/2015	
2104	7/1/2015	
2105	7/1/2015	
2106	7/1/2015	Reduction in spare ratio (from 2.65% to 7-30%)
2107	7/1/2015	
2108	7/1/2015	
2109	7/1/2015	
2110	7/1/2015	
2112	7/1/2015	
2113	2/1/2016	Forced service reduction (failing needed replacements)
2114	2/1/2016	
2115	2/1/2016	
2116	2/1/2016	
2117	2/1/2016	
2118	2/1/2016	
2119	2/1/2016	

Financial Requirements

FY15 - 5 units = \$2.5M
@ \$500k/ca.

FY16 - 2 units = \$1.0M
@ \$500k/ca.

(note: 14-18 month production lead time)



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

David Coss, Mayor

Councilors

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 1

Patti J. Bushee, Dist. 2

Chris Calvert, Dist. 3

Peter N. Ives, Dist. 4

Carmichael A. Dominguez, Dist. 5

Christopher M. Rivera, Dist. 6

Bill Dimas, Dist. 7

Ronald S. Trujillo, Dist. 8

October 24, 2013

Mr. Dave McQuarie
2997 Calle Cerrada
Santa Fe, New Mexico 87505-5393

Dear Mr. McQuarie,

Re: Santa Fe Trails Bus Stop #94118 on Cerrillos Rd. at Lujan St.

We are responding to your recent correspondence, calling the City's attention to the accessibility problem at the Santa Fe Trails' bus stop on Cerrillos Rd. at Lujan St., on the southeast side of Cerrillos. The City recently installed a new bus shelter at this location, in the same location as the old shelter, and did not make the modifications at the site that would have been necessary to accommodate the bus using a lift from where the bus usually stops.

The reason the above site modifications were not made is: due to the steep grade between the bus shelter and back of curb. The Transit Division will be moving this bus stop north, to the other side of the double driveway into Smiths' parking lot in the Cerrillos Rd. improvement project in 2014. The new bus stop location will be fully accessible. In the meantime, the Transit Division plans to continue with providing reasonable accommodation at the existing bus stop location: Santa Fe Trails bus drivers have been and will continue to pick up all customers who need the assistance of the lift by turning right into the Smiths' driveway and parking area to pick up riders.

Due to the future reconstruction project and reasonable accommodation, we hope you'll understand the City's position. In the interim until the 2014 Cerrillos Rd. improvement project is complete, we ask for your understanding and patience. Thank for your concerns for persons with disabilities and all pedestrians alike.

Sincerely,

Jon Bulthuis

Transportation Department Director

Exhibit C

xc: Isaac J. Pino, Public Works Department Director
Mary MacDonald, Project Administrator
Joseph L. Lujan, ADA Coordinator
David Chapman, Interim ADA Coordinator
Casey Padilla, Transit Specialist, Transit Division
Mayor's Committee on Disability
Hope Reed, GCD, Mayor's Committee on Disability