



Rio Metro Regional Transit District

New Mexico Rail Runner Express

Commuter Rail Operations & Maintenance

REQUEST FOR PROPOSALS

RMRTD Procurement No. 2021-03
Issued: March 29, 2021

Addenda #2
RFP #2021-03

Number	Identify RFP Specific Part; Page and Section	Question or Request for Clarification to RMRTD	ANSWER
1	Draft Contract, Section 9, A, 1, (b), page 24	Will RMRTD accept insertion of "Such limit of insurance may be provided using the excess liability coverage." at the end of the first sentence?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
2	Draft Contract, Section 9, A, 1, (b), page 24	Contractors policies contain a blanket waiver of subrogation endorsement and a special endorsement is not needed. Is this acceptable to RMRTD?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
3	Draft Contract, Section 9, A, 1, (b), page 24	Will RMRTD accept deleting reference to "Comprehensive" as it refers to Automobile Liability Insurance?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
4	Draft Contract, Section 9, A, 1, (c), page 24	CPLI has a retention of \$500,000. Will RMRTD pay any claims up to this \$500,000 retention per occurrence?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
5	Draft Contract, Section 9, A, 2, page 24	Will RMRTD accept deleting reference to "Comprehensive" as it refers to General Liability policy?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
6	Draft Contract, Section 9, A, 3, 1, page 25	Will RMRTD accept deleting "The employee and workers compensation related exclusions in the policy shall not apply with respect to claims related to RMRTD or NMDOT employees" as the contractors policy has the standard workers compensation and employers liability exclusion.	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
7	Draft Contract, Section 9, A, 3, 4, page 25	Will RMRTD accept adding "except for the standard policy exclusions found in most all CGL policies" after "No other endorsements"?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
8	Draft Contract, Section 9, A, 3, page 25	Since there are no minimum deductible requirements, please confirm that RMRTD will pay the cost of all deductibles, premiums, assessments, or other reasonable costs incurred by Contractor related to CGLI purchase.	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award. RMRTD will cover costs as indicated in this section.
9	Draft Contract, Section 9, A, 4, page 25	Will RMRTD insert "The cost of such policy and related deductibles shall be paid for by RMRTD as shown in paragraph 11 on page 26."?	Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
10	Draft Contract, Section 9, A, 5, page 25	Will RMRTD accept "certificates of insurance shall state 30 day notice of cancellation?"	Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
11	Draft Contract, Section 9, A, 5, page 25	Will RMRTD accept deletion of "no less than thirty (30) days" from the last sentence?	Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
12	Draft Contract, Section 9, A, 7, page 26	Contractor's policies (GL, AL & Contractors Pollution) contain blanket additional insured endorsements. Special endorsements would not be needed. IS this acceptable to RMRTD?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
13	Draft Contract, Section 9, A, 8, page 26	Will RMRTD accept deletion of this section in its entirety?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.

14	Draft Contract, Section 9, A, 10, page 26	Will RMRTD accept revising this section to read - "The limits of liability as required above may be provided by a single policy of insurance or a combination of primary and excess liability policies; but in no event shall the total limit of liability for any one occurrence or accident be less than the policy limits required in paragraph 9(A)(1) above."?	Most Insurance Provisions are passed through to this contract from the BNSF Joint Use Agreement provided in the Exhibits. These will not be deviated from. Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
15	Draft Contract, Section 9, A, 11, page 26	It seems that there may be a misprint. Is the reference at the end of the section to 9(A)(1)(d) supposed to read 9(A)(1)(c)?	See item 29 herein
16	Draft Contract, Section 9, B, (1), page 26	The language is similar to language when the project is covered by an OCIP program but it is not specifically identified. Please confirm if this is an OCIP project and enrollment will be required.	The only agency provided insurance is as described in Section 9(B) of the draft contract. Enrollment information will be provided to the awardee.
17	Draft Contract, Section 9, B, (1), page 26	If this is an OCIP project, please provide the enrollment forms for review.	The only agency provided insurance is as described in Section 9(B) of the draft contract. Enrollment information will be provided to the awardee.
18	Draft Contract, Section 9, B, (1), page 26	Is the contractor only required to furnish off-site General Liability policies?	No. See insurance requirements
19	Draft Contract, Section 9, B, (1), (c), page 27	What does RMRTD mean by "agency furnished insurance"?	This is insurance procured and provided by RMRTD/NMDOT
20		Can Contractor use its current practice policies or is RMRTD expecting the contractor to purchase project-specific policies for this project?	We cannot answer this question without seeing the contractor's current policies and coverage. All coverage is subject to the insurance requirements and coverage specified in the RFP.
21	Section 9, A, (3), 3, page 25	Fire Legal Liability - Can this be amended to the current terminology of "Damage to Premises Rented to You (Contractor). This is the language in the policy.	Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
22		Please provide the current lease agreements for the properties that the successful contractor will lease and invoice RMRTD including but not limited to; office buildings, train repair buildings, land.	Will be compiled and sent our Friday April 23rd
23	Section 9	Provide clarification regarding CGLI. It states that RMRTD policies will include CGL. Is there an enrollment for this coverage?	Commercial general liability insurance is provided by the contractor.
24	Section 9, A, (3), page 24	Please confirm that Contractor is only required to provide CGL insurance in accordance with Capital Maintenance or Replacement projects.	See insurance requirements contained in RFP.
25		If this is an OCIP project, please provide the enrollment forms for review.	The only agency provided insurance is that listed in Section 9B. The Contractor and its sub contractors listed in appendix 6.3 will be added as additional insured
26	Draft Contract, Section 9, A, 5, page 25	Will RMRTD accept deletion of "materially changed"? This is ambiguous.	Provide a bid based upon insurance requirements as written. Any changes to contractual language on insurance will be considered and discussed during contract negotiation prior to final award.
29	On page 24, Insurance	On page 24, Insurance, Item (1) a thru c...the Comprehensive Automotive Liability paragraph got indented so it didn't get a small letter assigned to it when it should have. There's a reference on page 26, section 11 at the bottom of the paragraph that refers to "Sections 9(A)(1)(d)..." but there's not (d) because of that indent issue.	Section 9 A of the draft contract should read as indicated below: A. Contractor Furnished Insurance. (1) The Contractor shall provide and maintain, at all times during the term of this Contract and extended terms thereof, the following types of insurance protecting the interest of the RMRTD and the Contractor with limits of liability not less than those specified below. (a) Workers' Compensation Insurance providing benefits as required under the Workers' Compensation Act of New Mexico. (b) Employers Liability Insurance with limits of liability of not less than \$2,000,000 each accident, \$2,000,000 for each employee for disease. The insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the RMRTD or the New Mexico Department of Transportation (NMDOT). (c) Comprehensive Automobile Liability Insurance or its equivalent, covering all owned, hired, and non-owned vehicles used in conjunction with the Work performed under this Contract with limits of liability of not less than \$5,000,000 combined single limit for bodily injury and property
30		Please provide current job descriptions for all employees engaged in providing services under this agreement	The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
31		Do the three Transportation Supervisors possess certification as either an engineer or a conductor, or both?	Both engineers and conductor certifications
32		Are the engineers and conductors cross-trained and certified to perform the duties of both positions if so assigned?	Yes only engineers to conductors
33	Draft Contract, Section 1, A, page 20	Does the contractor have to be licensed or otherwise authorized to conduct the business activities described at the times bids or submitted or can the Contractor finish getting these requirements in place during the bid evaluation period prior to signing the agreement?	The requirement must be fulfilled prior to execution of the contract.

34	Addendum 1, Item 2	Please provide complete organization charts for the current Contractor's providing any/all services to the Rail Runner service included in the RFP, both prior to the Coronavirus service shutdown and since service resumption.	Staffing was not reduced due to COVID 19. The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
35	Addendum 1, Item 2	Please provide names of all Contractor's service-dedicated managers and contact information, along with agency permission to make contact with managers, on off duty hours only	These employees are not RMRTD employees. The agency will not provide their contact information or give permission to contact the employees. The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
36	Addendum 1, Item 2	Please provide rosters of all train operators, train attendants, fare collectors and security officers, both prior to service shutdown and since service resumption, along with all relevant sets of job assignments, including crew runs, and FRA-required qualification/certification data pursuant to 49 CFR Parts 240 and 242	Staffing was not reduced due to COVID 19 The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP. These employees are not RMRTD employees. The agency will not provide their contact information or give permission to contact the employees.
37	Addendum 1, Item 2	Please provide lists of all other Contractor's employees, by name and position, engaged in providing services covered in the RFP	These employees are not RMRTD employees. The agency will not provide their contact information or give permission to contact the employees.
38	Section 16, Federal Clauses - Operations, A	Please provide a complete copy of a recent payroll for all Contractor's employees, including management, engaged in providing services included in the RFP	Invoice and payments are paid on a monthly basis as set forth in the Contract. RMRTD does not pay direct payroll of contractor employees.
39	Section 16, Federal Clauses - Operations, A	Please provide Copies of the SMART-HTSI collective bargaining agreement governing HTSI train staff, including without limitation the services of train operators, train attendants, fare collectors and security officers, as well as any other collective bargaining agreements governing employees of any Contractor's currently engaged in providing services included in the RFP	See attached agreement
40		Please provide copy of the current Rules governing Conductors and Trainmen	See the RFP and Exhibits GCOR
41		Please provide copy of the current Commuter Rail Standard Operating Procedures	See the RFP and Exhibits GCOR
42		Please provide copy of the current Equipment Operating Instructions	See the RFP and Exhibits and manufacturers info Bombardier bi-level and Motive Power MP-36
43		Please provide copy of any additional standards and/or procedures in effect for the operation of Rail Runner trains	See the RFP
44		Please provide complete on-time performance and train delay causality reports for 2018 through 2019 and since service resumption	Will be compiled and sent out Friday April 23rd. Offerors are invited to look at monthly report books on site at 100 Iron Avenue in Albuquerque and should coordinate with Robert Gonzales at (505)235-8050.
45		Please provide copies of all current FRA programs governing the operation and maintenance of the Rail Runner service, along with any governing regulatory programs established by RMRTD and New Mexico Department of Transportation	See the RFP
46		Please provide copies of any safety reports, accident/incident reports and safety/regulatory audits conducted by any regulatory body having jurisdiction over the Rail Runner service for 2017-2018-2019 and since service resumption	Will be compiled and sent out Friday April 23rd. Offerors are invited to look at relevant reports on site at 100 Iron Avenue in Albuquerque and should coordinate with Robert Gonzales at (505)235-8050.
47		Please provide copies of any customer service, customer satisfaction and/or customer complaint reports for the same periods	
48		Please provide copies of fare collection and ticket sales transactions completed by Contractor's fare collectors for 2017-2018-2019 and since service resumption	see attached
49		Please provide copies of any reports, audits, investigations or incidents involving Contractor's security officers for the same periods	Will be compiled and sent out Friday April 23rd
50		Please provide copies of any fare and revenue collection audits or reports for the same periods	see attached
51		Please provide RMRTD's estimate of the approximate number of special trains, work trains and flagging requests (by anticipated number of days) per year beginning September 21, 2021	The Quantities contained in the RFP Appendix 6.15 are the annual estimates anticipated for the year
52		Please provide summaries of train-by-train passenger ridership and on/off counts for 2018-2019 and since service resumption	see attached. Offerors are invited to look at monthly report books on site at 100 Iron Avenue in Albuquerque and should coordinate with Robert Gonzales at (505)235-8050.
53		Similar to the 2019 report that was provided in the Exhibits, copies of the annual ridership/on-off counts summary for 2015-2018, inclusive	see attached. Offerors are invited to look at monthly report books on site at 100 Iron Avenue in Albuquerque and should coordinate with Robert Gonzales at (505)235-8050.

54		Consistent with the requirements of Appendix 6.10 of the RFP and in addition to the information contained in the Exhibits, copies of all reports for 2017- 2018-2019 and since service resumption for locomotive, coach and cab car miles and hours broken down by the following categories: --Total miles and hours --Scheduled miles and hours --Scheduled Revenue miles and hours --Scheduled Non-Revenue miles and hours --Non-Scheduled miles and hours	See schedule in the Exhibits provide. The Quantities contained in the RFP Appendix 6.15 are based upon the contract operating schedule given in the Exhibits. RMRTD worked with its current contractor through the pandemic to ensure no layoffs were necessary. RMRTD included the contract schedules in the exhibits and believes there are multiple ways to provide the service. The RFP is not prescriptive as it relates to train stag positioning and service delivery unless already specified in the RFP. We expect respondents to determine the best way to deliver the schedule.
55		Please provide current job descriptions for all employees engaged in providing services under this agreement	The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
56	6.10 Definitions and General Responsibilities	Please confirm, clarify and/or correct the following understanding regarding the material to be costed into the Proposer's pricing: 1. Any item listed in an Appendix E Inventory listing is provided to the Contractor at no charge	Correct for current Inventory
57	6.10 Definitions and General Responsibilities	Please confirm, clarify and/or correct the following understanding regarding the material to be costed into the Proposer's pricing: The Contractor is to replenish any Appendix E inventory item used in the performance of Contractual services and will be reimbursed through monthly invoicing for each item purchased to replenish the RMRTD inventory without any Contractor markups for items less than \$5K. Items purchased with over a \$5K unit cost will be reimbursed per Appendix 6.16	Contractor is responsible for replenishment of all items valued under \$5,000. We expect this cost to be built into the appropriate line item in the Appendix 6.15 (train mile charge or maintenance of way charge.) Replacement of items over \$5,000 will be reimbursed and will have an administrative markup as indicated in Appendix 6.16.
58	6.10 Definitions and General Responsibilities	Please confirm, clarify and/or correct the following understanding regarding the material to be costed into the Proposer's pricing: 3. Any and all fuel purchased by the Contractor for use under the Contract will be reimbursed per Appendix 6.16.	This applies to fuel used for the train fleet only and is at RMRTD's request if necessary
59	Appendix 6.12 Maintenance of Equipment and Facilities	Please provide a listing of all the RMRTD equipment and tools that are provided to the Contractor at no charge for performing the required maintenance of equipment and maintenance of facilities services.	see attached
60	Appendix 6.13, 3, a, (6), (a), i	Does RMRTD supply the spikes for the Cross Tie Replacement program or does the Contractor?	Contractor is responsible
61	Appendix 6.13, 3, a, (6), (a), i	Who is responsible for legal disposal of the removed cross ties?	Contractor is responsible
62	Appendix 6.13, 3, a, (6), (a), ii	Will RMRTD furnish ballast via ballast cars or via dump truck?	RMRTD will pay for ballast delivery to the coach yard. Contractor is responsible for delivering ballast to actual work locations throughout the territory
63	Existing Organization Chart	Please provide definition of QMP.	The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
64	Existing Organization Chart	Please provide definition of QP.	The RFP is not prescriptive as it relates to job descriptions and titles unless already specified in the RFP. We expect respondents to determine the personnel required to fulfill requirements set forth in the RFP.
65	Draft Contract, Federal Clauses - Construction, A	Do any of the clauses under this section apply to this RFP since there is no construction in the RFP?	Under additional Services contemplated in Appendix 6.16
66	Draft Contract, Federal Clauses - Construction, A	Does this project fall under the Davis-Bacon acts as a construction contract?	Under additional Services contemplated in Appendix 6.16
67	Draft Contract, Federal Clauses - Construction, B	Are there any Performance & / or Payment bonds required for this project?	Possibly if there is a capital project that is construction under Appendix 6.16 which requires the bond
68	Appendix 6.13, 3, a, (6), (a), ii	Will RMRTD furnish work train power for distributing maintenance and / or capital materials?	No, contractor provided

Report Generated On: 04/20/202:
Report Start Date: 01/01/2017 12:00 AM MST Report End

Payment Summary

Payment Type	Amount	Tickets
CREDIT	\$4,166,505.00	357886
CREDIT (CREDIT)	(\$19,370.00)	-1200
CASH	\$1,722,988.00	365373
DINERS CLUB	\$45.00	6
Total	\$5,870,168.00	722065

Sales Channel Summary

Sales Channel	Payment Type	Amount	Tickets
APP	CREDIT	\$987,565.00	62046
APP (CREDIT)	CREDIT	(\$3,048.00)	-294
HCV	CASH	\$1,722,988.00	365373
HCV	CREDIT	\$984,464.00	145880
HCV (CREDIT)	CREDIT	(\$2,194.00)	-55
WEB	CREDIT	\$2,194,476.00	149960
WEB (CREDIT)	CREDIT	(\$14,128.00)	-851
WEB	DINERS CLUB	\$45.00	6
Total		\$5,870,168.00	722065

Refunds Summary

Sales Channel	Payment Type	Amount	Tickets
APP	CREDIT	(\$3,048.00)	-294
HCV	CREDIT	(\$2,194.00)	-55
WEB	CREDIT	(\$14,128.00)	-851
Total		(\$19,370.00)	-1200

Summary

App	Count of total	Sum of total
Paper Day Pass		
Adult	\$38.00	4
Student Rider	\$24.00	9
Youth	\$5.00	1
Total	\$67.00	14
Annual Pass		
Student Rider	\$4,089.00	8
Adult	\$8,820.00	9
Total	\$12,909.00	17
One Way Pass		
Adult	\$47,744.00	6383
Student Rider	\$12,902.00	3720
Senior	\$2,968.00	817
Youth	\$2,631.00	739
Disability	\$1,538.00	456

Total	\$67,783.00	12115
Paper Monthly Pass		
Student Rider	\$596.00	14
Disability	\$87.00	2
Senior	\$126.00	3
Adult	\$380.00	4
Total	\$1,189.00	23
Day Pass		
Disability	\$3,233.00	1102
Adult	\$188,209.00	27503
Youth	\$4,686.00	903
Student Rider	\$22,339.00	6383
Senior	\$12,721.00	3059
Total	\$231,188.00	38950
31 Day Pass		
Senior	\$29,914.00	823
Adult	\$503,882.00	6064
Youth	\$1,525.00	43
Disability	\$17,697.00	484
Student Rider	\$118,298.00	3154
Total	\$671,316.00	10568
Special Day Pass		
Disability	\$3.00	3
Adult	\$36.00	36
Senior	\$5.00	5
Youth	\$10.00	10
Student Rider	\$11.00	11
Total	\$65.00	65
App Total	\$984,517.00	61752
Web	Count of total	Sum of total
Paper Day Pass		
Disability	\$5,013.00	1378
Senior	\$72,547.00	14365
Adult	\$340,886.00	47220
Student Rider	\$68,029.00	16833
Youth	\$25,266.00	5014
Total	\$511,741.00	84810
Paper Annual Pass		
Disability	\$2,117.00	5
Adult	\$58,950.00	56
Senior	\$3,648.00	7
Student Rider	\$12,469.00	28
Youth	\$540.00	1
Total	\$77,724.00	97
Paper Monthly Pass		
Senior	\$109,057.00	3079

Student Rider	\$219,645.00	6228
Youth	\$5,580.00	283
Disability	\$27,132.00	883
Adult	\$994,369.00	12326
Total	\$1,355,783.00	22799

Day Pass

Adult	\$60.00	12
Senior	\$270.00	45
Total	\$330.00	57

Paper One Way Pass

Student Rider	\$35,142.00	10163
Senior	\$23,067.00	6131
Adult	\$162,122.00	20456
Disability	\$2,499.00	838
Youth	\$11,391.00	3170
Total	\$234,221.00	40758

Special Day Pass

Disability	\$1.00	1
Adult	\$429.00	429
Student Rider	\$54.00	54
Youth	\$53.00	53
Senior	\$57.00	57
Total	\$594.00	594

Web Total \$2,180,393.00 **149115**

PTD **Count of total** **Sum of total**

Paper Day Pass

Senior	\$181,607.00	34317
Student Rider	\$137,246.00	25935
Youth	\$12,069.00	1943
Adult	\$734,754.00	97995
Disability	\$29,563.00	7667
Total	\$1,095,239.00	167857

Annual Pass

Senior	\$517.00	1
Total	\$517.00	1

Paper Annual Pass

Adult	\$2,750.00	3
Student Rider	\$275.00	1
Senior	\$187.00	1
Total	\$3,212.00	5

One Way Pass

Adult	\$364,307.00	60134
Student Rider	\$121,865.00	45815
Senior	\$46,593.00	17098
Youth	\$6,396.00	2326
Disability	\$13,271.00	5789

Total	\$552,432.00	131162
Paper Monthly Pass		
Student Rider	\$8,695.00	204
Adult	\$49,380.00	592
Disability	\$4,270.00	122
Senior	\$9,565.00	227
Total	\$71,910.00	1145
Day Pass		
Adult	\$137,372.00	18468
Senior	\$42,650.00	8035
Student Rider	\$27,490.00	5474
Youth	\$1,691.00	279
Disability	\$4,751.00	1178
Total	\$213,954.00	33434
31 Day Pass		
Student Rider	\$2,724.00	64
Adult	\$11,403.00	133
Disability	\$1,034.00	34
Senior	\$1,443.00	36
Total	\$16,604.00	267
Paper One Way Pass		
Student Rider	\$154,559.00	53963
Senior	\$63,760.00	23740
Adult	\$494,073.00	82292
Disability	\$19,215.00	8392
Youth	\$16,062.00	5219
Total	\$747,669.00	173606
Special Day Pass		
Disability	\$14.00	14
Adult	\$3,205.00	3205
Student Rider	\$343.00	343
Senior	\$135.00	135
Youth	\$24.00	24
Total	\$3,721.00	3721
PTD Total	\$2,705,258.00	511198

1 1:59 PM MDT

Date: 04/20/2021 11:59 PM MDT

Type Summary

Type	Payment T	Amount	Tickets
Special Day Pass	CREDIT	\$1,119.00	1119
Day Pass	CREDIT	\$309,876.00	49640
31 Day Pass	CREDIT	\$684,610.00	10786
One Way Pass	CREDIT	\$227,506.00	41903
One Way Pass (CREDIT)	CREDIT	(\$364.00)	-174
Day Pass (CREDIT)	CREDIT	(\$467.00)	-101
31 Day Pass (CREDIT)	CREDIT	(\$2,311.00)	-42
Paper Monthly Pass	CREDIT	\$1,409,470.00	23714
Paper Day Pass	CREDIT	\$960,500.00	144747
Annual Pass	CREDIT	\$13,426.00	18
Paper Monthly Pass (CREDIT)	CREDIT	(\$8,693.00)	-143
Special Day Pass	CASH	\$3,261.00	3261
31 Day Pass	CASH	\$5,621.00	91
Paper Monthly Pass	CASH	\$28,105.00	396
One Way Pass	CASH	\$393,073.00	101548
Day Pass	CASH	\$136,063.00	22902
Paper Day Pass	CASH	\$649,494.00	108363
Paper Day Pass (CREDIT)	CREDIT	(\$2,992.00)	-435
Paper One Way Pass	CASH	\$504,159.00	128807
Paper One Way Pass	CREDIT	\$479,434.00	85859
Paper Annual Pass	CASH	\$3,212.00	5
Paper Annual Pass	CREDIT	\$80,564.00	100
Paper Annual Pass (CREDIT)	CREDIT	(\$2,840.00)	-3
Paper One Way Pass (CREDIT)	CREDIT	(\$1,703.00)	-302
Paper Day Pass	DINERS CLL	\$45.00	6
Total		\$5,870,168.00	722065

Rider Summary

Rider	Payment T	Amount	Tickets
Disability	CREDIT	\$77,899.00	9090
Senior	CREDIT	\$362,177.00	47727
Adult	CREDIT	\$3,001,648.00	204361
Adult (CREDIT)	CREDIT	(\$14,034.00)	-527
Student Rider	CREDIT	\$661,054.00	84057
Youth	CREDIT	\$63,727.00	12651
Youth (CREDIT)	CREDIT	(\$702.00)	-151
Senior (CREDIT)	CREDIT	(\$2,304.00)	-198
Student Rider (CREDIT)	CREDIT	(\$1,919.00)	-287
Disability (CREDIT)	CREDIT	(\$411.00)	-37
Disability	CASH	\$53,950.00	19295
Student Rider	CASH	\$287,654.00	94633
Adult	CASH	\$1,115,528.00	179487

Senior	CASH	\$240,952.00	64450
Youth	CASH	\$24,904.00	7508
Adult	DINERS CLL	\$27.00	3
Senior	DINERS CLL	\$12.00	2
Student Rider	DINERS CLL	\$6.00	1
Total		\$5,870,168.00	722065

Fare Zone Summary

Fare Zone	Payment T	Amount	Tickets
5 Zone	CREDIT	\$2,397,351.00	186301
6 Zone	CREDIT	\$106,396.00	8873
3 Zone	CREDIT	\$242,954.00	23627
2 Zone	CREDIT	\$375,297.00	62644
2 Zone (CREDIT)	CREDIT	(\$1,628.00)	-137
5 Zone (CREDIT)	CREDIT	(\$9,789.00)	-563
4 Zone	CREDIT	\$1,002,363.00	65626
4 Zone (CREDIT)	CREDIT	(\$5,853.00)	-254
1 Zone	CREDIT	\$42,144.00	10815
1 Zone (CREDIT)	CREDIT	(\$248.00)	-160
3 Zone (CREDIT)	CREDIT	(\$1,579.00)	-54
6 Zone (CREDIT)	CREDIT	(\$273.00)	-32
5 Zone	CASH	\$888,472.00	123109
4 Zone	CASH	\$259,679.00	41243
2 Zone	CASH	\$294,570.00	124125
1 Zone	CASH	\$53,704.00	28734
6 Zone	CASH	\$69,452.00	10789
3 Zone	CASH	\$157,111.00	37373
5 Zone	DINERS CLL	\$45.00	6
Total		\$5,870,168.00	722065

HERZOG *Transit Services Inc.*

July 10th, 2019

Mr. Robert Gonzales
Director of Operations
New Mexico Rail Runner Express
809 Copper Ave. NW
Albuquerque, NM 87102

Re: Contractual OTP – June 2019

Dear Mr. Gonzales

In accordance with our contract, please find June's monthly reporting.

During the month of June 2019, Herzog Transit Services, Inc. operated 530 scheduled revenue trains. Of the 530 trains operated, 13 trains arrived at their final destination in excess of the agreed margin. 0 trains were terminated; 0 annulled and 0 Passenger extra were operated.

The on-time performance was 97.55%.

<u>DATE</u>	<u>TRAIN</u>	<u>RESPONSIBLE</u>	<u>LENGTH of DELAY</u>	<u>DELAY</u>	<u>Root Cause</u>
6/01/19	709	Amtrak	9"	Excusable	Following Amtrak 3
6/08/19	704	Other	6"	Excusable	Passenger removal
6/13/19	519	Other	40"	Excusable	I-25 Rollover
6/14/19	515	Amtrak	14"	Excusable	Met Amtrak at Marquette
6/16/19	101	Amtrak	7"	Excusable	Met Amtrak at Madrid
6/21/19	101	Amtrak	9"	Excusable	Following Amtrak at Bernalillo
6/21/19	517	Amtrak	9"	Excusable	Met Amtrak at ATC & crossover from Main 1 to 2
6/21/19	518	Amtrak	18"	Excusable	Met Amtrak and 517 at Isleta
6/21/19	521	BNSF	10"	Excusable	BNSF in the block at West Bernalillo, ran rest speed

HERZOG *Transit Services Inc.*

6/22/19	709	BNSF	13"	Excusable	Following BNSF, talked past Chloe
6/27/19	101	Other	8"	Excusable	Met 514 delayed by bus hold
6/28/19	512	Other	8"	Excusable	Met 101 delayed by bus holds
6/28/19	518	Amtrak	14"	Excusable	Met Amtrak 3 at Isleta

Contractual on-time performance for June 2019 is 100%.

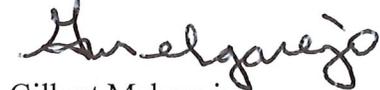
530 Total Scheduled Revenue Trains

530 Acceptably Operated Trains

As always, I am available to answer any questions you might have concerning this matter.

Sincerely,

HERZOG TRANSIT SERVICES, INC.



Gilbert Melgarejo
General Manager

STATEMENT OF RIDERSHIP
New Mexico Rail Runner Express
 June 2019

Month	Current Month	Same Month		Prior Year YTD
		Last Year	Current YTD	
July	68,054	71,221	68,054	71,221
August	74,816	74,092	142,870	145,313
September	63,203	65,425	206,073	210,738
October	72,022	76,378	278,095	287,116
November	57,622	60,977	335,717	348,093
December	56,281	59,419	391,998	407,512
January	58,602	58,496	450,600	466,008
February	58,629	58,056	509,229	531,884
March	63,757	66,570	572,986	598,454
April	63,389	62,235	636,375	660,689
May	62,521	66,648	698,896	727,337
June	64,532	67,899	763,428	795,236

SUMMARY REPORT OF TRAIN HOURS AND TRAIN MILES

*New Mexico Rail Runner Express
June 2019*

Month	Train Hours for Month	Train Hours YTD	Train Miles for Month	Train Miles YTD
July	1535.8	1535.8	37893.0	37893.0
August	1621.2	3157.0	40479.8	78372.8
September	1402.4	4559.3	35602.3	113975.1
October	1617.8	6177.1	40293.0	154268.1
November	1395.63	7572.8	35483.8	189751.9
December	1494.3	9067.1	38352.2	228104.1
January	1515.9	10582.9	38464.7	266568.8
February	1431.7	12014.6	36151.8	302720.6
March	1527.2	13541.8	38607.8	341328.4
April	1550.4	15092.2	38691.9	380020.3
May	1554.4	16646.6	38841.8	418862.1
June	1465.1	18111.6	37048.0	455910.1

New Mexico Rail Runner

Ridership By Day

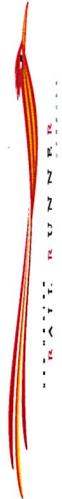
Report for: June 2019



Train	Mon 3	Tue 4	Wed 5	Thu 6	Fri 7	Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Mon 17	Tue 18	Wed 19	Thu 20	Fri 21	Mon 24	Tue 25	Wed 26	Thu 27	Fri 28	Total	AVG
102	379	454	419	428	366	435	454	412	436	403	430	477	500	438	314	414	440	471	432	339	8,441	422
502	32	36	29	35	20	34	29	33	26	21	20	29	30	33	29	22	38	34	26	21	577	29
504	65	64	61	36	47	67	71	71	67	40	66	77	76	68	49	69	69	59	79	46	1,247	62
506	144	223	211	202	184	183	237	255	224	224	210	234	401	244	232	197	202	283	212	203	4,505	225
508	68	53	66	30	43	57	47	76	40	43	37	38	71	49	41	44	42	70	60	33	1,008	50
510	190	225	356	287	248	154	167	342	179	216	283	284	492	240	333	268	265	263	175	182	5,149	257
512	167	167	203	174	239	133	117	294	180	149	203	159	227	218	173	158	124	190	127	195	3,597	180
514	53	48	65	60	67	75	75	46	64	60	69	79	72	48	70	71	49	47	42	92	1,252	63
516	71	67	76	67	64	52	57	73	66	67	60	60	95	82	79	50	53	63	78	85	1,365	68
518	5	6	11	9	8	10	8	16	5	8	7	6	16	18	8	5	3	6	8	19	182	9
520	8	7	5	1	6	7	3	6	0	21	8	2	7	13	19	5	7	4	8	10	147	7
101	197	270	252	248	222	257	278	264	253	183	269	308	294	273	233	294	264	366	263	218	5,206	260
501	3	4	0	0	4	1	1	1	5	1	3	2	3	4	4	3	1	2	2	2	46	2
503	3	2	1	0	1	1	2	0	1	3	1	0	0	0	0	2	4	2	2	1	26	1
507	97	82	98	77	80	99	84	102	74	64	99	75	78	84	68	76	80	81	65	84	1,647	82
509	86	76	93	61	82	79	59	105	61	97	95	77	98	66	51	70	58	80	59	52	1,505	75
511	169	255	335	217	234	156	138	291	181	210	173	234	382	198	271	193	150	285	207	190	4,469	223
513	88	94	82	77	74	81	88	78	76	64	83	79	89	66	54	78	88	75	69	40	1,523	76
515	382	357	376	367	336	323	357	431	353	334	357	390	544	424	364	374	314	476	416	345	7,620	381
517	120	105	148	105	102	125	123	141	111	91	185	142	156	116	149	119	144	157	122	128	2,589	129
519	71	34	63	54	56	52	59	81	33	85	63	85	49	60	75	84	62	56	46	47	1,215	61
521	33	49	38	29	54	28	28	46	38	29	62	40	60	63	71	28	28	39	22	51	836	42

New Mexico Rail Runner

Ridership By Day
Report for: June 2019



Train	Sat 1	Sat 8	Sat 15	Sat 22	Sat 29	Total	AVG
702	245	302	353	326	320	1,546	309.2
704	115	195	217	214	167	908	181.6
706	96	102	115	102	93	508	101.6
708	35	27	53	41	38	194	38.8
710	6	2	9	5	3	25	5
701	10	13	10	15	7	55	11
703	121	127	142	150	111	651	130.2
705	172	314	326	342	278	1,432	286.4
707	10	16	12	14	17	69	13.8
709	90	93	162	144	117	606	121.2
711	10	22	22	20	25	99	19.8

Train	Sun 2	Sun 9	Sun 16	Sun 23	Sun 30	Total	AVG
702	129	178	279	187	171	944	189
704	132	112	209	170	168	791	158
706	80	62	82	83	80	387	77
701	4	5	9	9	4	31	6
703	107	77	111	126	141	562	112
705	146	258	287	240	192	1,123	225
707	53	74	137	102	83	449	90

Revenue Trains				Dead-Head Miles / Industry Track				Hours		
June	2019	Locomotive Miles	Coach Miles	Cab-Car Miles	Locomotive Miles	Coach Miles	Cab-Car Miles	Crew Travel	Train Hours	
1	Saturday	833.80	2,114.60	833.80	-	-	-	-	23.64	
2	Sunday	580.20	1,160.40	580.20	-	-	-	-	16.41	
3	Monday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
4	Tuesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
5	Wednesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
6	Thursday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
7	Friday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
8	Saturday	833.80	1,861.00	833.80	-	-	-	-	23.64	
9	Sunday	580.20	1,160.40	580.20	-	-	-	-	16.41	
10	Monday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
11	Tuesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
12	Wednesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
13	Thursday	1,428.00	2,715.20	1,428.00	14.80	44.40	14.80	6.00	57.19	
14	Friday	1,487.00	2,507.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
15	Saturday	1,667.60	3,141.80	1,027.20	-	-	-	-	23.64	
16	Sunday	580.20	1,740.60	580.20	-	-	-	-	16.41	
17	Monday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
18	Tuesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
19	Wednesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
20	Thursday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
21	Friday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
22	Saturday	833.80	2,114.60	833.80	-	-	-	-	23.64	
23	Sunday	580.20	1,160.40	580.20	-	-	-	-	16.41	
24	Monday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
25	Tuesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
26	Wednesday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
27	Thursday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
28	Friday	1,487.00	2,840.80	1,487.00	14.80	44.40	14.80	6.00	57.19	
29	Saturday	833.80	2,114.60	833.80	-	-	-	-	23.64	
30	Sunday	580.20	1,160.40	580.20	-	-	-	-	16.41	
Total:									120.00	1,344.05

HOURS	
Total Hours	1,454.05
Crew Rate	321.28
	\$ 470,369.98

LOCO MILES	COACH MILES	CAB MILES
37,880.80	74,974.20	37,240.40
3.55	1.14	2.50
\$ 134,476.84	\$ 85,470.59	\$ 93,101.00



New Mexico Rail Runner



Delays For Late Trains (By Date)

Report for: June 2019

Late Trains Exceeding 5 minutes.

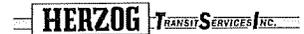
Date	Root Cause	Location	Delay Type	Description	Mins	Responsible	Comment
06/01/2019							
709		CP West Herzog	877.00	Dispatcher	PTI - Passenger Train Interference	12	N/A Following AMTK3.
					Subtotal for 06/01/2019	12	
06/08/2019							
704		SF County/NM 599	11.60	Miscellaneous	OTH - Miscellaneous	7	N/A Remove passenger that has been issued a criminal trespass.
					Subtotal for 06/08/2019	7	
06/13/2019							
519		Kewa Station	865.30	Dispatcher	RTE - Routing and Dispatcher Holds	46	Other Train was held to wait for buses coming due to mainline blockage
					Subtotal for 06/13/2019	46	
06/14/2019							
515		Marquette XO	902.10	Dispatcher	CTI - Commuter Train Interference	14	N/A Waited at MP 902.1 for 14 minutes. Amtrak 3 was on main one platform. AMTK departed at 1801.
					Subtotal for 06/14/2019	14	
06/16/2019							
705		CP Madrid	858.00	Dispatcher	PTI - Passenger Train Interference	9	N/A Stopped at 1551 at CP Madrid, waiting on Amtrak. Clear signal at 1600.
					Subtotal for 06/16/2019	9	
06/21/2019							
101		CP East Bernalillo	885.20	Miscellaneous	OTH - Miscellaneous	9	Other Waiting on Amtrak who was waiting on the 514 train. Then ran on Approach behind Amtrak#3 from East Bernalillo to 892.1

Late Trains Exceeding 5 minutes.

<i>Date</i>	<i>Root Cause</i>	<i>Location</i>	<i>Delay Type</i>	<i>Description</i>	<i>Mins</i>	<i>Responsible</i>	<i>Comment</i>
517	Marquette XO	902.10	Miscellaneous	OTH - Miscellaneous	10	Other	Crossover move around Amtrak #3 from Main One to Two
518	CP East Isleta	914.85	Miscellaneous	OTH - Miscellaneous	20	Other	Stopped at East Isleta waiting for 517 and Amtrak #3
521	CP West Bernalillo	886.40	Miscellaneous	OTH - Miscellaneous	11	Other	Waiting on BNSF to clear the block, then had to be talked by signal and run restricted speed to next signal.
Subtotal for 06/21/2019					50		
06/22/2019							
709	CP Chloe	927.80	Dispatcher	FTI - Freight Train Interference	13	N/A	709 train was talked by CP Chloe and ran at restricted speed into Belen station following BNSF.
Subtotal for 06/22/2019					13		
06/27/2019							
101	CP West Bernalillo	886.40	Operations	TMT - To Meet Train	6	N/A	Meet with NMRX514 that was delayed due to a bus hold at Albuquerque.
	Montano RD	898.47	Signal Department	DCS - Signal Delays	2	N/A	Crossing warning at Montano Rd.
Subtotal for 06/27/2019					8		
06/28/2019							
512	CP West Silva	4.00	Operations	TMT - To Meet Train	8	N/A	Meet with NMRX101 that was delayed due to bus holds.
518	CP East Isleta	914.85	Dispatcher	PTI - Passenger Train Interference	17	N/A	Meet with AMTK3.
Subtotal for 06/28/2019					25		
Grand Total					184		



New Mexico Rail Runner



Delays by Responsible Party

Report for: June 2019

<i>Train</i>	<i>Date</i>	<i>Location</i>	<i>Description</i>	<i>Minutes</i>
N/A				
Dispatcher				
709	06/01/2019	CP West Herzog	PTI - Passenger Train Interference	12
515	06/14/2019	Marquette XO	CTI - Commuter Train Interference	14
705	06/16/2019	CP Madrid	PTI - Passenger Train Interference	9
709	06/22/2019	CP Chloe	FTI - Freight Train Interference	13
518	06/28/2019	CP East Isleta	PTI - Passenger Train Interference	17
Total for Dispatcher				65
Miscellaneous				
704	06/08/2019	SF County/NM 599	OTH - Miscellaneous	7
Total for Miscellaneous				7
Operations				
101	06/27/2019	CP West Bernalillo	TMT - To Meet Train	6
512	06/28/2019	CP West Silva	TMT - To Meet Train	8
Total for Operations				14
Signal Department				
101	06/27/2019	Montano RD	DCS - Signal Delays	2
Total for Signal Department				2
Total for N/A				88
Other				
Dispatcher				
519	06/13/2019	Kewa Station	RTE - Routing and Dispatcher Holds	46
Total for Dispatcher				46
Miscellaneous				
101	06/21/2019	CP East Bernalillo	OTH - Miscellaneous	9
517	06/21/2019	Marquette XO	OTH - Miscellaneous	10
518	06/21/2019	CP East Isleta	OTH - Miscellaneous	20
521	06/21/2019	CP West Bernalillo	OTH - Miscellaneous	11
Total for Miscellaneous				50
Total for Other				96
Grand Total				184



New Mexico Rail Runner



Ridership By Station By Day (Summary) Report for: June 2019

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Day	Off	Avg/Day	On	Avg/Day	Off	Avg/Day	On	Avg/Day	Off	Avg/Day
Santa Fe Depot Station												
Weekday Totals	8,994	449.0	10,204	510.0	234	11.0	210	10.0	82	4.0	180	9.0
Saturday Totals	1,542	308.0	1,683	336.0	45	9.0	42	8.0	6	1.0	7	1.0
Sunday Totals	1,077	215.0	1,040	208.0	33	6.0	25	5.0	0	0.0	2	0.0
South Capitol Station												
Weekday Totals	6,306	315.0	5,969	298.0	193	9.0	294	14.0	19	0.0	26	1.0
Saturday Totals	429	85.0	329	65.0	25	5.0	27	5.0	2	0.0	4	0.0
Sunday Totals	283	56.0	271	54.0	7	1.0	10	2.0	0	0.0	2	0.0
Zia Road Station												
Weekday Totals	1,162	58.0	970	48.0	92	4.0	73	3.0	0	0.0	2	0.0
Saturday Totals	141	28.0	173	34.0	2	0.0	4	0.0	1	0.0	1	0.0
Sunday Totals	147	29.0	128	25.0	4	0.0	4	0.0	1	0.0	0	0.0
SF County/NM 599												
Weekday Totals	3,535	176.0	3,144	157.0	80	4.0	86	4.0	4	0.0	4	0.0
Saturday Totals	186	37.0	285	57.0	7	1.0	15	3.0	0	0.0	0	0.0
Sunday Totals	181	36.0	178	35.0	4	0.0	6	1.0	0	0.0	0	0.0
Kewa Station												
Weekday Totals	1,579	78.0	1,561	78.0	23	1.0	43	2.0	13	0.0	5	0.0
Saturday Totals	154	30.0	189	37.0	9	1.0	10	2.0	3	0.0	2	0.0
Sunday Totals	99	19.0	105	21.0	5	1.0	6	1.0	1	0.0	2	0.0
Sandoval 550 Station												
Weekday Totals	6,041	302.0	5,289	264.0	74	3.0	103	5.0	68	3.0	24	1.0
Saturday Totals	474	94.0	510	102.0	10	2.0	12	2.0	1	0.0	5	1.0
Sunday Totals	286	57.0	271	54.0	2	0.0	4	0.0	3	0.0	2	0.0
Bernalillo Station												
Weekday Totals	505	25.0	543	27.0	18	0.0	22	1.0	18	0.0	11	0.0
Saturday Totals	46	9.0	77	15.0	0	0.0	3	0.0	0	0.0	1	0.0
Sunday Totals	50	10.0	43	8.0	2	0.0	1	0.0	0	0.0	1	0.0
Sandia Pueblo												
Weekday Totals	1,170	58.0	1,106	55.0	33	1.0	16	0.0	17	0.0	18	0.0
Saturday Totals	132	26.0	192	38.0	7	1.0	4	0.0	2	0.0	3	0.0
Sunday Totals	89	17.0	147	29.0	1	0.0	1	0.0	7	1.0	3	0.0
Los Ranchos Station												
Weekday Totals	5,848	292.0	5,633	281.0	159	7.0	182	9.0	16	0.0	18	0.0
Saturday Totals	379	75.0	270	54.0	14	2.0	19	3.0	5	1.0	1	0.0
Sunday Totals	289	57.0	249	49.0	5	1.0	9	1.0	1	0.0	1	0.0
Montano Station												
Weekday Totals	2,582	129.0	2,528	126.0	105	5.0	111	5.0	46	2.0	23	1.0
Saturday Totals	476	95.0	445	89.0	12	2.0	9	1.0	1	0.0	3	0.0
Sunday Totals	288	57.0	268	53.0	7	1.0	3	0.0	1	0.0	0	0.0
Albuquerque Station												
Weekday Totals	9,646	482.0	10,583	529.0	604	30.0	488	24.0	116	5.0	84	4.0
Saturday Totals	1,293	258.0	1,064	212.0	64	12.0	44	8.0	10	2.0	7	1.0
Sunday Totals	945	189.0	1,001	200.0	28	5.0	32	6.0	2	0.0	0	0.0
Lobos Station												
Weekday Totals												
Saturday Totals												
Sunday Totals												
Int'l Sunport Station												

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Day	Off	Avg/Day	On	Avg/Day	Off	Avg/Day	On	Avg/Day	Off	Avg/Day
Weekday Totals	794	39.0	869	43.0	65	3.0	79	3.0	7	0.0	4	0.0
Saturday Totals	81	16.0	83	16.0	5	1.0	9	1.0	0	0.0	0	0.0
Sunday Totals	59	11.0	65	13.0	5	1.0	7	1.0	0	0.0	0	0.0
Isleta Pueblo Station												
Weekday Totals	838	41.0	941	47.0	24	1.0	27	1.0	19	0.0	18	0.0
Saturday Totals	157	31.0	177	35.0	6	1.0	7	1.0	2	0.0	3	0.0
Sunday Totals	95	19.0	101	20.0	3	0.0	3	0.0	2	0.0	2	0.0
Los Lunas Station												
Weekday Totals	2,471	123.0	2,193	109.0	228	11.0	218	10.0	12	0.0	17	0.0
Saturday Totals	283	56.0	271	54.0	26	5.0	26	5.0	3	0.0	2	0.0
Sunday Totals	151	30.0	158	31.0	20	4.0	18	3.0	3	0.0	2	0.0
Belen Station												
Weekday Totals	2,681	134.0	2,619	130.0	210	10.0	190	9.0	14	0.0	17	0.0
Saturday Totals	320	64.0	345	69.0	19	3.0	20	4.0	4	0.0	1	0.0
Sunday Totals	248	49.0	262	52.0	16	3.0	13	2.0	0	0.0	4	0.0
<i>Weekday Totals</i>	<i>54,152</i>	<i>2,707.0</i>	<i>54,152</i>	<i>2,707.0</i>	<i>2,142</i>	<i>107.0</i>	<i>2,142</i>	<i>107.0</i>	<i>451</i>	<i>22.0</i>	<i>451</i>	<i>22.0</i>
<i>Sat. Totals</i>	<i>6,093</i>	<i>1,218.0</i>	<i>6,093</i>	<i>1,218.0</i>	<i>251</i>	<i>50.0</i>	<i>251</i>	<i>50.0</i>	<i>40</i>	<i>8.0</i>	<i>40</i>	<i>8.0</i>
<i>Sun. Totals</i>	<i>4,287</i>	<i>857.0</i>	<i>4,287</i>	<i>857.0</i>	<i>142</i>	<i>28.0</i>	<i>142</i>	<i>28.0</i>	<i>21</i>	<i>4.0</i>	<i>21</i>	<i>4.0</i>
Grand Totals	64,532	2,151.0	64,532	2,151.0	2,535	84.0	2,535	84.0	512	17.0	512	17.0

Total

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	
1	0	0	120	105	148	105	102	0	0	125	123	141	111	91	0	0	185	142	156	116	149	0	0	0	2,589
517	0	0	71	34	63	54	56	0	0	52	59	81	33	85	0	0	63	85	49	60	75	0	0	0	1,215
519	0	0	33	49	38	29	54	0	0	28	28	46	38	29	0	0	62	40	60	63	71	0	0	0	836
521	10	4	0	0	0	0	0	13	5	0	0	0	0	0	10	9	0	0	0	0	0	15	9	0	86
701	121	107	0	0	0	0	0	127	77	0	0	0	0	0	142	111	0	0	0	0	0	150	126	0	1,213
703	172	146	0	0	0	0	0	314	258	0	0	0	0	0	326	287	0	0	0	0	0	342	240	0	2,555
705	10	0	0	0	0	0	0	16	0	0	0	0	0	0	12	0	0	0	0	0	0	14	0	0	69
707 - SATURDAY	0	53	0	0	0	0	0	0	74	0	0	0	0	0	0	137	0	0	0	0	0	0	102	0	449
707 - SUNDAY	90	0	0	0	0	0	0	93	0	0	0	0	0	0	162	0	0	0	0	0	0	144	0	0	606
709	10	0	0	0	0	0	0	22	0	0	0	0	0	0	20	0	0	0	0	0	0	20	0	0	99
711	413	310	1,249	1,328	1,486	1,285	1,245	585	414	1,202	1,217	1,540	1,186	1,161	674	544	1,390	1,432	1,753	1,354	1,340	685	477	0	31,769
Sub Totals	910	651	2,431	2,678	2,988	2,564	2,537	1,213	766	2,409	2,482	3,164	2,473	2,413	1,421	1,114	2,783	2,877	3,740	2,805	2,687	1,373	917	0	64,532
Grand Totals	910	651	2,431	2,678	2,988	2,564	2,537	1,213	766	2,409	2,482	3,164	2,473	2,413	1,421	1,114	2,783	2,877	3,740	2,805	2,687	1,373	917	0	64,532

Mechanical Department Monthly Report for June 2019

Vandalisms Reported

Zero vandalism report(s) filed for the month of June from the mechanical department. See attached forms.

Incidents Reported

Eight incident report(s) filed for the month of June from the mechanical department. See attached forms.

Summary of Safety Meetings

Two safety meeting(s) held for the month of June from the mechanical department. See attached forms.



TRANSIT SERVICES INC.

Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. <i>504</i>	Date <i>6-5-19</i>	Conductor's Name <i>Payne</i>	Passenger's Name <i>Unknown</i>
Passenger's Ticket No.		Passenger Origin <i>ASD</i>	Passenger Destination <i>SFD</i>

Passenger(s) Removed or Prevented from Boarding the Train at *ASD*

Reason(s) for Removal or Prevention from Boarding:

- Medical
 Improper Conduct
 Intoxication
 Refusal to Pay
 Other

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Passenger got on in ASD stated he was a senior. Had no ID to verify. Was intoxicated and drinking on the train while attempting to speak with me. Asked him to get off the train. He obliged.

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.



TRANSIT SERVICES INC.

Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. 504	Date 6.5.19	Conductor's Name Payne	Passenger's Name Unknown
Passenger's Ticket No.	Passenger Origin Los Ranchos	Passenger Destination ???	

Passenger(s) Removed or Prevented from Boarding the Train at _____

Reason(s) for Removal or Prevention from Boarding:

Medical Improper Conduct Intoxication Refusal to Pay Other no fare

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

2 passengers were removed from 502 due to no fare and intoxicated, but Los Ranchos and they boarded. Sheriff Dept. was called and @ station when we arrived. Re-removed from my train due to previous reason (by conductor Vela).

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.



TRANSIT SERVICES INC.

Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. 704	Date 6-8-19	Conductor's Name Padilla	Passenger's Name N/A
Passenger's Ticket No. N/A	Passenger Origin N/A	Passenger Destination N/A	

Passenger(s) Removed or Prevented from Boarding the Train at 599 Station

Reason(s) for Removal or Prevention from Boarding:

- Medical
 Improper Conduct
 Intoxication
 Refusal to Pay
 Other

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Passenger Didn't Have enough money and giving Ticket Agents a Hard Time.

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.



TRANSIT SERVICES INC.

Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. 701	Date 6-16-19	Conductor's Name Tasha Pedilla	Passenger's Name
Passenger's Ticket No.	Passenger Origin	Passenger Destination Los Lunas	

Passenger(s) Removed or Prevented from Boarding the Train at Support Bernalillo County

Reason(s) for Removal or Prevention from Boarding:

Medical Improper Conduct Intoxication Refusal to Pay Other

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Passenger was intoxicated kept telling me he was going to Albuquerque. I told him we just left Albuquerque he finally said he was going to Los Lunas after searching everywhere for money finally said you know what I don't have any money. He has done this several times before we have let him ride anyway. He was removed at Bernalillo county Support by supervisor Fly & myself.

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.



Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. 510	Date 6-18-19	Conductor's Name Blystone	Passenger's Name NA
Passenger's Ticket No. NA	Passenger Origin ABQ	Passenger Destination Zia	

Passenger(s) Removed or Prevented from Boarding the Train at 550

Reason(s) for Removal or Prevention from Boarding:

- Medical
 Improper Conduct
 Intoxication
 Refusal to Pay
 Other

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

EMPLOYEE STATEMENT

Instructions: This form must be completed in its entirety and given to a supervisor.

EMPLOYEE INFORMATION	
Last Name, First Name, Middle Initial: Blystone Kristy	Employee ID#: 9982
Job Title: conductor	Assigned Department: HTSI
STATEMENT	
Provide a factual statement that includes all pertinent information: (Who, what, where, when)	
<p>on 6-18-19 on the 510 @ approx 0955 my T.A. Liz Ulibarri called me over the radio & said someone was in the bathroom in the 1012 since ABQ station & hasn't shown proof of a ticket. I went back to that car @ the sandia station & asked him to exit the bathroom & show proof of his ticket. He said he was using the bathroom & would be out when he was done. At this point I told security to watch the bathroom & when he got out ask for proof of a ticket or to pay for a ticket & if he didn't have either we were going to get him off @ the next station</p>	
DOCUMENT PREPARERS INFORMATION:	
Name:	Signature: _____ Date:

Affixing your signature certifies this to be accurate and true to the best of your knowledge

SUPPLEMENTAL/ADDITIONAL COMMENTS FORM

Instructions: Complete form to provide additional information for accident/incident

CONTACT INFORMATION	
Name:	If our employee provide the following information: Company: Location: Position:
Phone #:	
Address:	

SUPPLEMENTAL/ADDITIONAL INFORMATION

We departed Sandia St. at upon arrival of the 550 station @ approx 1007 David the security guard escorted him off the train. After departing 550 station I asked David what happened & he stated the passenger didn't have a ticket & didn't have money for a ticket. Upon arrival of SFD a woman stating she was this person's mother stated he was w/ the police in Bernadino & didn't understand why he son was kicked off. I explained the situation to her. She said her son has Autism & A.S. pergers & he had money to pay for a ticket. I explained to her again the situation that happened on the train & she said we were

DOCUMENT PREPARERS INFORMATION		
Name:	Signature:	Date:

Affixing your signature certifies this to be accurate and true to the best of your knowledge

SUPPLEMENTAL/ADDITIONAL COMMENTS FORM

Instructions: Complete form to provide additional information for accident/incident

CONTACT INFORMATION		
Name:	<i>If our employee provide the following information:</i>	
Phone #:		Company: Location:
Address:		Position:

SUPPLEMENTAL/ADDITIONAL INFORMATION

The passenger was approx 5'4
wearing a baseball cap, grey
t-shirt & jean shorts.

DOCUMENT PREPARERS INFORMATION

Name: Kristy Blystone Signature: [Handwritten Signature] Date: 6-18-19

Affixing your signature certifies this to be accurate and true to the best of your knowledge



Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Train No. 510	Date 6.19.19	Conductor's Name Payne	Passenger's Name Unknown
Passenger's Ticket No.		Passenger Origin ABQ	Passenger Destination Unknown

Passenger(s) Removed or Prevented from Boarding the Train at ABQ

Reason(s) for Removal or Prevention from Boarding:

Medical
 Improper Conduct
 Intoxication
 Refusal to Pay
 Other

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Passenger got physical with ticket agent. Ticket agent removed him from train prior to departure. Unknown reason for passenger's mannerism.

Carry-By Passenger(s) and/or Baggage

Origin Station (List the Station from which the "carried by" passenger(s) or baggage began their trip.)	Original Destination Station (List the station, which was the original destination of the "carried by" passenger(s) or baggage.)	Final Destination (List the station at which the "carried by" passenger(s) or baggage was detained.)
---	--	--

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.



TRANSIT SERVICES INC.

Passenger Removal/Baggage Report

INSTRUCTIONS:

The Conductor must complete this form for ALL passengers removed, or carried by destinations and for carry-by baggage on all HTSI trains. Submit the completed form to the Transportation Manager upon completion of the trip.

Table with 4 columns: Train No. (502), Date (6.20.19), Conductor's Name (Rayne), Passenger's Name (Unknown), Passenger's Ticket No., Passenger Origin (MONT), Passenger Destination (550)

Passenger(s) Removed or Prevented from Boarding the Train at 550

Reason(s) for Removal or Prevention from Boarding:

- Medical, Improper Conduct, Intoxication, Refusal to Pay, Other (checked)

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

Passenger gotten @ Montano. Did not have enough fare (\$3.60) allowed to ride as gesture of good will to 550 (where passenger stated he was trying to get to). Woke passenger up @ 550 to let him know we reached his station. Passenger got back on right before I closed the doors. Then refused to get off. He began looking for his phone. Myself + 2 other passengers assisted in helping. No phone found. He started turning up a seat on the lower level (he never sat there)

Carry-By Passenger(s) and/or Baggage

Table with 3 columns: Origin Station, Original Destination Station, Final Destination

Clearly print a detailed explanation of the incident including the names of any witnesses. Attach separate sheet if necessary.

EMPLOYEE STATEMENT

Instructions: This form must be completed in its entirety and given to a supervisor.

EMPLOYEE INFORMATION

Last Name, First Name, Middle Initial: <i>Page, Crystal D.</i>	Employee ID#:
---	---------------

Job Title: <i>Conductor</i>	Assigned Department: <i>Transportation</i>
--------------------------------	---

STATEMENT

Provide a factual statement that includes all pertinent information: (Who, what, where, when)

Passenger got off train again and then got back on. He took \$5 from another passenger and said he wanted to go to SF now. I told him no. He has already delayed my train and damaged property. He got off first time. Closed doors and left. Spoke to Judy Taly regarding incident. Called Conductor Chavez to let be aware of situation as he was right behind my train on the 504.

DOCUMENT PREPARERS INFORMATION

Name: <i>C. Page</i>	Signature: <i>[Signature]</i>	Date: <i>11-20-19</i>
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Affixing your signature certifies this to be accurate and true to the best of your knowledge

EMPLOYEE STATEMENT

in its entirety and given to a supervisor.

EMPLOYEE INFORMATION

Employee ID#:

194

Job Title:

Ticket Agent

Assigned Department:

STATEMENT

Provide a factual statement that includes all pertinent information: (Who, what, where, when)

Had a male rider get on downtown Alb with this ticket and want to ride to Isleta. He showed me his job on his paperwork that showed he was born in 1956. I told him that he has an adult monthly to SF instead of a Senior ticket. He is a frequent rider from Downtown to Isleta. When I asked why he bought it to SF it he made a mistake he said he "wanted to give back to the Rail Runner." I had Bowman scan the ticket and it showed it was scanned 32 time today I took the ticket and told him he would need to ~~purchase~~ purchase a new ticket. This is the same ticket that's

DOCUMENT PREPARERS INFORMATION

Name:

Vanessa Lyjan

Signature:

Vanessa Lyjan

Date:

6-28-19

Affixing your signature certifies this to be accurate and true to the best of your knowledge

been floating around.

powered by



WEB TICKET

Good for unlimited activations for 31 days from the day you pick at purchase.

Valid From: 06/07/2019 12:00 AM
Expires On: 07/07/2019 11:59 PM



Paper/Monthly Pass

Adult

6 Zone

\$111.00

1 of 1





SAFETY MEETING

Date: 6/5/19 Time: _____

Project: _____ Location: Albuquerque, EMF

Safety Topic: Radio Usage

Discussion Leader: Joshua Franco

Employee Sign In:

- | | |
|----------------------------|-----------|
| 1. <u>[Signature]</u> | 11. _____ |
| 2. <u>[Signature]</u> | 12. _____ |
| 3. <u>[Signature]</u> | 13. _____ |
| 4. <u>Juan Bourson SB</u> | 14. _____ |
| 5. <u>[Signature]</u> | 15. _____ |
| 6. <u>[Signature]</u> | 16. _____ |
| 7. <u>[Signature] (AK)</u> | 17. _____ |
| 8. _____ | 18. _____ |
| 9. <u>[Signature]</u> | 19. _____ |
| 10. _____ | 20. _____ |

Comments and/or

Suggestions: Before talking on the radio make sure the channel is clear. We don't want to talk over anyone especially when a crew is making shove moves

MSDS Discussed: _____

Leadhand Signature: [Signature]

June 2019 EQUIPMENT JOB COUNT

Unit No.	Daily	Weekly	Progressive	Intermediate	Quarterly	Annual	Tri-Annual	Quad-Annual
101 Loco	21	3	NA				NA	
102 Loco	14	3	NA				NA	
103 Loco	0	0	NA			1	NA	
104 Loco	17	4	NA				NA	
105 Loco	16	4	NA	1			NA	
106 Loco	16	3	NA				NA	
107 Loco	10	3	NA		1		NA	
108 Loco	17	4	NA				NA	
109 Loco	24	3	NA				NA	
1101 Cab Car	22	NA	2	NA	1		NA	
1102 Cab Car	24	NA	2	NA	1		NA	
1103 Cab Car	22	NA	2	NA		1	NA	
1104 Cab Car	19	NA	3	NA			NA	
1105 Cab Car	16	NA	1	NA			NA	
1106 Cab Car	13	NA	2	NA			NA	
1107 Cab Car	9	NA	0	NA			NA	
1108 Cab Car	18	NA	3	NA			NA	
1109 cab car	0	NA	0	NA			NA	
1001 Coach	13	NA	0	NA			NA	
1002 Coach	14	NA	3	NA			NA	
1003 Coach	20	NA	2	NA		1	NA	
1004 Coach	25	NA	3	NA			NA	

June 2019 EQUIPMENT JOB COUNT

1005 Coach	15	NA	2	NA			NA	1
1006 Coach	24	NA	2	NA			NA	
1007 Coach	22	NA	3	NA			NA	
1008 Coach	22	NA	3	NA			NA	
1009 Coach	20	NA	2	NA	1		NA	
1010 Coach	18	NA	2	NA			NA	
1011 Coach	19	NA	3	NA			NA	
1012 Coach	26	NA	2	NA	1		NA	
1013 Coach	23	NA	2	NA	1		NA	
Total Jobs	539	27	44	1	6	3	0	1



New Mexico Rail Runner



Work Order Log Report for: June 2019

Legend: ? The NCR(s) on this WO have not yet had repair actions begun, so there isn't yet an estimate.

+ ? Some of the NCRs on this WO have not yet had repair actions begun, so there isn't yet an estimate for a portion of the NCRs.

WO #	Activity	Started	Due	Completed	Est Remaining	Parts	Labor	Value
Resource: NMRX 106 (Locomotive)								
Activity Type: Inspection								
00067290	NEW Locomotive 368 Day	06/04/19	06/13/19	06/04/19	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Resource: NMRX 107 (Locomotive)								
Activity Type: Inspection								
00067293	NEW Locomotive 368 Day	06/28/19	07/08/19	06/28/19	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Resource: NMRX 1009 (Coach)								
Activity Type: Inspection								
00067291	New Bombardier 92 Day	06/27/19	06/27/19	06/27/19	\$0.00	\$0.00	\$0.00	\$0.00
Sub-Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Total: 1					\$0.00	\$0.00	\$0.00	\$0.00
Grand Total: 3					\$0.00	\$0.00	\$0.00	\$0.00

ITEM	SN OR MODEL #	ID #
Shelving *		11
Vader Car Washer	44219	19
Manlift	200147984	14
Pipe Threader w/ Stand	EBE057561205	3
100 Ton Press	00506C	6
Forklift	A130086	13
Hotsy Pressure Washer/Trailer	VIN - 1J9SU122161287177	12
Platform Jacks (4)	MB 546	15
	MB 547	16
	MB 548	17
	MB 549	18
Single Car Test Device	SPFRS	1
Single Car Test Device Tester		2
Drill Press	70505.045	7
Pipe Bender		5
Pedestal Grinder w/ Stand	4205	8
Foot Shear	4YG34	9
Brake Bender	4YG32	10
Plasma Cutter		
Locomotive SIM (w/ Trainer Software)		
CNC Portable Wheel Truing Machine	WTL8200 - 147	

*Note: green shelves: 15 uprights; 44 crossbeams; 40 grid inlets
gray shelves: 24 x 36 x 6 shelves (14)
gray shelves: 24 x 36 x 5 shelves (7)



New Mexico Rail Runner

HERZOG

Ridership By Station By Trip (Summary)

Report for: 1/1/2017 - 12/31/2017

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Santa Fe Depot Station												
Weekday Totals	98,927	24.5	104,082	25.7	2,985	0.7	2,431	0.6	928	0.2	765	0.2
Saturday Totals	18,528	43.7	17,615	41.5	335	0.8	284	0.7	80	0.2	72	0.2
Sunday Totals	11,133	34.7	10,074	31.4	223	0.7	201	0.6	76	0.2	73	0.2
South Capitol Station												
Weekday Totals	88,020	21.8	85,328	21.1	2,715	0.7	3,220	0.8	629	0.2	372	0.1
Saturday Totals	4,458	10.5	5,300	12.5	129	0.3	188	0.4	22	0.1	25	0.1
Sunday Totals	2,956	9.2	4,457	13.9	83	0.3	123	0.4	34	0.1	19	0.1
Zia Road Station												
Weekday Totals	6,931	2.8	6,561	2.7	560	0.2	613	0.3	37	0.0	25	0.0
Saturday Totals	995	3.4	1,073	3.6	36	0.1	43	0.1	5	0.0	4	0.0
Sunday Totals	924	4.1	915	4.1	26	0.1	58	0.3	7	0.0	6	0.0
SF County/NM 599												
Weekday Totals	47,208	11.7	41,522	10.3	1,204	0.3	1,236	0.3	111	0.0	67	0.0
Saturday Totals	2,779	6.6	2,457	5.8	120	0.3	66	0.2	6	0.0	6	0.0
Sunday Totals	2,194	6.8	2,217	6.9	38	0.1	50	0.2	3	0.0	4	0.0
Kewa Station												
Weekday Totals	22,456	5.9	22,273	5.9	360	0.1	259	0.1	76	0.0	114	0.0
Saturday Totals	1,387	3.3	1,607	3.8	19	0.0	30	0.1	8	0.0	12	0.0
Sunday Totals	1,082	3.4	1,191	3.7	20	0.1	37	0.1	10	0.0	7	0.0
Sandoval 550 Station												
Weekday Totals	77,107	19.0	71,381	17.6	1,097	0.3	1,275	0.3	277	0.1	351	0.1
Saturday Totals	4,713	11.0	4,898	11.5	41	0.1	82	0.2	19	0.0	25	0.1
Sunday Totals	3,335	10.3	3,081	9.5	47	0.1	42	0.1	14	0.0	18	0.1
Bernalillo Station												
Weekday Totals	8,052	2.3	7,722	2.2	397	0.1	355	0.1	135	0.0	131	0.0
Saturday Totals	754	1.8	819	1.9	30	0.1	24	0.1	4	0.0	7	0.0
Sunday Totals	553	1.7	612	1.9	39	0.1	21	0.1	5	0.0	11	0.0
Sandia Pueblo												
Weekday Totals	13,508	3.8	13,350	3.8	234	0.1	234	0.1	169	0.0	158	0.0
Saturday Totals	2,070	4.8	2,322	5.4	33	0.1	39	0.1	41	0.1	36	0.1
Sunday Totals	1,426	4.4	1,364	4.2	23	0.1	32	0.1	64	0.2	45	0.1
Los Ranchos Station												
Weekday Totals	71,168	17.6	75,089	18.5	1,981	0.5	2,846	0.7	202	0.0	390	0.1
Saturday Totals	5,760	13.5	5,974	14.0	57	0.1	217	0.5	30	0.1	37	0.1
Sunday Totals	3,522	10.9	3,483	10.8	141	0.4	67	0.2	11	0.0	29	0.1
Montano Station												
Weekday Totals	30,127	8.5	29,288	8.3	1,021	0.3	1,239	0.3	223	0.1	186	0.1
Saturday Totals	4,975	11.7	4,584	10.7	63	0.1	82	0.2	11	0.0	15	0.0
Sunday Totals	3,346	10.4	3,305	10.2	65	0.2	72	0.2	17	0.1	33	0.1
Albuquerque Station												
Weekday Totals	124,114	22.3	132,737	23.8	7,022	1.3	5,732	1.0	1,276	0.2	1,302	0.2
Saturday Totals	14,398	24.9	14,201	24.5	610	1.1	495	0.9	75	0.1	70	0.1
Sunday Totals	9,582	25.6	9,837	26.2	415	1.1	415	1.1	57	0.2	92	0.2
Lobos Station												
Weekday Totals												
Saturday Totals												
Sunday Totals												
Int'l Sunport Station												

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Weekday Totals	12,224	3.4	13,662	3.9	474	0.1	791	0.2	53	0.0	33	0.0
Saturday Totals	1,374	2.6	1,381	2.6	54	0.1	24	0.0	10	0.0	4	0.0
Sunday Totals	917	2.8	741	2.3	51	0.2	25	0.1	18	0.1	0	0.0
Isleta Pueblo Station												
Weekday Totals	11,883	3.4	12,197	3.4	239	0.1	280	0.1	197	0.1	214	0.1
Saturday Totals	1,774	3.4	1,993	3.8	55	0.1	46	0.1	38	0.1	27	0.1
Sunday Totals	1,115	3.4	1,092	3.4	14	0.0	28	0.1	73	0.2	44	0.1
Los Lunas Station												
Weekday Totals	41,119	11.6	37,706	10.6	2,578	0.7	2,602	0.7	324	0.1	373	0.1
Saturday Totals	3,367	6.4	3,075	5.8	175	0.3	173	0.3	31	0.1	30	0.1
Sunday Totals	1,991	6.1	1,875	5.8	111	0.3	115	0.4	49	0.2	37	0.1
Belen Station												
Weekday Totals	39,239	11.1	39,185	11.1	2,253	0.6	2,007	0.6	275	0.1	431	0.1
Saturday Totals	4,867	9.2	4,900	9.3	247	0.5	211	0.4	35	0.1	45	0.1
Sunday Totals	3,063	9.4	2,895	8.9	116	0.4	126	0.4	81	0.2	101	0.3
Weekday Totals	692,083	12.2	692,083	12.2	25,120	0.4	25,120	0.4	4,912	0.1	4,912	0.1
Sat. Totals	72,199	10.6	72,199	10.6	2,004	0.3	2,004	0.3	415	0.1	415	0.1
Sun. Totals	47,139	9.8	47,139	9.8	1,412	0.3	1,412	0.3	519	0.1	519	0.1
Grand Totals	811,421	11.8	811,421	11.8	28,536	0.4	28,536	0.4	5,846	0.1	5,846	0.1



New Mexico Rail Runner

HERZOG

Ridership By Station By Trip (Summary)

Report for: 1/1/2018 - 12/31/2018

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Santa Fe Depot Station												
Weekday Totals	95,186	23.6	105,445	26.1	3,080	0.8	2,655	0.7	1,075	0.3	772	0.2
Saturday Totals	17,116	40.8	17,493	41.7	314	0.7	287	0.7	93	0.2	133	0.3
Sunday Totals	9,791	31.4	9,351	30.0	256	0.8	203	0.7	48	0.2	70	0.2
South Capitol Station												
Weekday Totals	80,233	19.9	75,742	18.7	2,421	0.6	3,129	0.8	1,210	0.3	533	0.1
Saturday Totals	3,137	7.5	3,711	8.9	124	0.3	155	0.4	33	0.1	33	0.1
Sunday Totals	2,957	9.5	3,892	12.5	111	0.4	108	0.3	27	0.1	30	0.1
Zia Road Station												
Weekday Totals	13,288	3.8	11,458	3.2	1,235	0.3	935	0.3	73	0.0	29	0.0
Saturday Totals	1,580	3.8	1,618	3.9	89	0.2	104	0.2	12	0.0	9	0.0
Sunday Totals	1,276	4.1	1,565	5.0	51	0.2	94	0.3	7	0.0	3	0.0
SF County/NM 599												
Weekday Totals	45,786	11.3	40,495	10.0	1,346	0.3	1,227	0.3	147	0.0	51	0.0
Saturday Totals	2,391	5.7	2,553	6.1	57	0.1	65	0.2	4	0.0	2	0.0
Sunday Totals	2,332	7.4	2,272	7.2	60	0.2	60	0.2	10	0.0	7	0.0
Kewa Station												
Weekday Totals	22,238	5.9	21,827	5.8	352	0.1	435	0.1	112	0.0	182	0.0
Saturday Totals	1,593	3.8	1,485	3.5	28	0.1	33	0.1	13	0.0	14	0.0
Sunday Totals	1,038	3.3	1,159	3.7	15	0.0	23	0.1	4	0.0	2	0.0
Sandoval 550 Station												
Weekday Totals	76,283	18.8	68,405	16.9	1,105	0.3	1,510	0.4	362	0.1	572	0.1
Saturday Totals	4,309	10.2	3,987	9.5	54	0.1	106	0.3	39	0.1	30	0.1
Sunday Totals	2,970	9.5	2,664	8.5	45	0.1	62	0.2	15	0.0	10	0.0
Bernalillo Station												
Weekday Totals	6,841	1.9	7,012	2.0	183	0.1	250	0.1	117	0.0	148	0.0
Saturday Totals	721	1.7	889	2.1	19	0.0	33	0.1	5	0.0	5	0.0
Sunday Totals	458	1.5	473	1.5	30	0.1	13	0.0	4	0.0	11	0.0
Sandia Pueblo												
Weekday Totals	13,009	3.7	13,152	3.7	289	0.1	375	0.1	214	0.1	252	0.1
Saturday Totals	1,908	4.5	2,009	4.8	25	0.1	30	0.1	37	0.1	32	0.1
Sunday Totals	1,241	4.0	1,279	4.1	19	0.1	37	0.1	17	0.1	15	0.0
Los Ranchos Station												
Weekday Totals	67,664	16.7	72,805	17.9	1,819	0.4	2,570	0.6	357	0.1	870	0.2
Saturday Totals	4,018	9.5	3,880	9.2	63	0.1	149	0.4	29	0.1	13	0.0
Sunday Totals	2,845	9.1	2,531	8.1	174	0.6	85	0.3	16	0.1	19	0.1
Montano Station												
Weekday Totals	29,070	8.2	28,989	8.2	1,025	0.3	1,210	0.3	258	0.1	274	0.1
Saturday Totals	4,874	11.6	4,389	10.4	116	0.3	122	0.3	41	0.1	30	0.1
Sunday Totals	3,582	11.4	3,068	9.8	117	0.4	101	0.3	13	0.0	15	0.0
Albuquerque Station												
Weekday Totals	117,392	21.1	125,760	22.6	7,508	1.3	6,075	1.1	1,244	0.2	1,323	0.2
Saturday Totals	13,991	24.2	13,589	23.6	620	1.1	489	0.8	91	0.2	119	0.2
Sunday Totals	9,382	25.6	9,884	26.9	452	1.2	551	1.5	67	0.2	58	0.2
Lobos Station												
Weekday Totals												
Saturday Totals												
Sunday Totals												
Int'l Sunport Station												

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Weekday Totals	9,919	2.8	11,142	3.1	441	0.1	629	0.2	78	0.0	78	0.0
Saturday Totals	1,155	2.2	1,112	2.1	50	0.1	50	0.1	11	0.0	4	0.0
Sunday Totals	688	2.2	629	2.0	41	0.1	55	0.2	0	0.0	2	0.0
Isleta Pueblo Station												
Weekday Totals	11,136	3.1	11,667	3.3	247	0.1	349	0.1	262	0.1	262	0.1
Saturday Totals	1,512	2.9	1,733	3.3	54	0.1	63	0.1	31	0.1	24	0.0
Sunday Totals	1,057	3.4	1,059	3.4	20	0.1	32	0.1	99	0.3	89	0.3
Los Lunas Station												
Weekday Totals	38,197	10.8	32,030	9.0	2,717	0.8	2,431	0.7	273	0.1	395	0.1
Saturday Totals	3,122	5.9	2,848	5.4	238	0.5	225	0.4	34	0.1	34	0.1
Sunday Totals	1,897	6.0	1,722	5.5	148	0.5	150	0.5	14	0.0	21	0.1
Belen Station												
Weekday Totals	35,835	10.1	36,148	10.2	2,122	0.6	2,110	0.6	342	0.1	383	0.1
Saturday Totals	3,946	7.5	4,077	7.8	240	0.5	180	0.3	51	0.1	42	0.1
Sunday Totals	2,638	8.3	2,604	8.2	163	0.5	128	0.4	115	0.4	104	0.3
<i>Weekday Totals</i>	<i>662,077</i>	<i>11.4</i>	<i>662,077</i>	<i>11.4</i>	<i>25,890</i>	<i>0.4</i>	<i>25,890</i>	<i>0.4</i>	<i>6,124</i>	<i>0.1</i>	<i>6,124</i>	<i>0.1</i>
<i>Sat. Totals</i>	<i>65,373</i>	<i>9.5</i>	<i>65,373</i>	<i>9.5</i>	<i>2,091</i>	<i>0.3</i>	<i>2,091</i>	<i>0.3</i>	<i>524</i>	<i>0.1</i>	<i>524</i>	<i>0.1</i>
<i>Sun. Totals</i>	<i>44,152</i>	<i>9.3</i>	<i>44,152</i>	<i>9.3</i>	<i>1,702</i>	<i>0.4</i>	<i>1,702</i>	<i>0.4</i>	<i>456</i>	<i>0.1</i>	<i>456</i>	<i>0.1</i>
<i>Grand Totals</i>	<i>771,602</i>	<i>11.1</i>	<i>771,602</i>	<i>11.1</i>	<i>29,683</i>	<i>0.4</i>	<i>29,683</i>	<i>0.4</i>	<i>7,104</i>	<i>0.1</i>	<i>7,104</i>	<i>0.1</i>



New Mexico Rail Runner

HERZOG

Ridership By Station By Trip (Summary)

Report for: 1/1/2019 - 12/31/2019

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Santa Fe Depot Station												
Weekday Totals	97,528	24.1	103,007	25.4	2,886	0.7	2,365	0.6	480	0.1	787	0.2
Saturday Totals	14,509	34.5	15,141	36.0	306	0.7	324	0.8	67	0.2	92	0.2
Sunday Totals	9,266	29.5	9,209	29.3	219	0.7	204	0.6	25	0.1	24	0.1
South Capitol Station												
Weekday Totals	78,035	19.2	76,118	18.8	2,297	0.6	3,026	0.7	369	0.1	1,023	0.3
Saturday Totals	3,759	8.9	3,427	8.1	140	0.3	189	0.4	16	0.0	20	0.0
Sunday Totals	2,540	8.1	3,344	10.6	77	0.2	133	0.4	17	0.1	24	0.1
Zia Road Station												
Weekday Totals	14,580	4.1	12,501	3.5	1,020	0.3	876	0.2	51	0.0	39	0.0
Saturday Totals	1,463	3.5	1,702	4.0	33	0.1	47	0.1	11	0.0	8	0.0
Sunday Totals	1,439	4.6	1,397	4.4	40	0.1	46	0.1	6	0.0	5	0.0
SF County/NM 599												
Weekday Totals	42,889	10.6	39,817	9.8	992	0.2	1,064	0.3	58	0.0	48	0.0
Saturday Totals	2,206	5.2	2,488	5.9	100	0.2	86	0.2	4	0.0	2	0.0
Sunday Totals	2,142	6.8	1,985	6.3	42	0.1	34	0.1	0	0.0	3	0.0
Kewa Station												
Weekday Totals	19,716	5.2	20,303	5.3	367	0.1	477	0.1	73	0.0	63	0.0
Saturday Totals	1,533	3.6	1,623	3.8	39	0.1	38	0.1	6	0.0	12	0.0
Sunday Totals	1,041	3.3	1,112	3.5	41	0.1	37	0.1	4	0.0	7	0.0
Sandoval 550 Station												
Weekday Totals	74,144	18.3	66,122	16.3	910	0.2	1,373	0.3	461	0.1	285	0.1
Saturday Totals	3,851	9.1	3,777	8.9	46	0.1	73	0.2	28	0.1	20	0.0
Sunday Totals	3,044	9.6	2,574	8.1	71	0.2	64	0.2	28	0.1	12	0.0
Bernalillo Station												
Weekday Totals	6,333	1.8	6,983	2.0	246	0.1	291	0.1	172	0.0	138	0.0
Saturday Totals	666	1.6	783	1.9	19	0.0	25	0.1	7	0.0	5	0.0
Sunday Totals	503	1.6	488	1.5	26	0.1	18	0.1	5	0.0	15	0.0
Sandia Pueblo												
Weekday Totals	12,436	3.5	12,481	3.5	288	0.1	271	0.1	150	0.0	121	0.0
Saturday Totals	1,583	3.7	1,718	4.1	20	0.0	24	0.1	25	0.1	26	0.1
Sunday Totals	1,124	3.6	1,277	4.0	21	0.1	26	0.1	24	0.1	20	0.1
Los Ranchos Station												
Weekday Totals	69,473	17.1	67,587	16.7	1,905	0.5	2,332	0.6	770	0.2	253	0.1
Saturday Totals	3,897	9.2	3,385	8.0	87	0.2	143	0.3	20	0.0	12	0.0
Sunday Totals	2,806	8.9	2,190	6.9	154	0.5	83	0.3	5	0.0	7	0.0
Montano Station												
Weekday Totals	29,481	8.3	29,526	8.3	787	0.2	1,018	0.3	220	0.1	150	0.0
Saturday Totals	4,377	10.3	3,913	9.3	72	0.2	65	0.2	36	0.1	29	0.1
Sunday Totals	3,314	10.5	2,957	9.4	75	0.2	54	0.2	19	0.1	13	0.0
Albuquerque Station												
Weekday Totals	110,479	19.8	124,336	22.3	6,755	1.2	5,666	1.0	964	0.2	862	0.2
Saturday Totals	12,384	21.4	11,981	20.7	518	0.9	387	0.7	72	0.1	74	0.1
Sunday Totals	8,496	23.1	8,804	23.9	323	0.9	370	1.0	44	0.1	33	0.1
Lobos Station												
Weekday Totals												
Saturday Totals												
Sunday Totals												
Int'l Sunport Station												

Station Name	Passengers				Bikes				PNAs			
	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip	On	Avg/Trip	Off	Avg/Trip
Weekday Totals	9,632	2.7	10,672	3.0	542	0.2	721	0.2	42	0.0	33	0.0
Saturday Totals	790	1.5	796	1.5	32	0.1	42	0.1	7	0.0	5	0.0
Sunday Totals	609	1.9	629	2.0	34	0.1	42	0.1	3	0.0	2	0.0
Isleta Pueblo Station												
Weekday Totals	10,194	2.9	10,948	3.1	249	0.1	343	0.1	167	0.0	139	0.0
Saturday Totals	1,440	2.7	1,776	3.4	49	0.1	51	0.1	15	0.0	17	0.0
Sunday Totals	936	3.0	1,083	3.5	27	0.1	26	0.1	32	0.1	30	0.1
Los Lunas Station												
Weekday Totals	35,516	10.0	29,879	8.4	2,582	0.7	2,171	0.6	155	0.0	148	0.0
Saturday Totals	2,685	5.1	2,630	5.0	239	0.5	226	0.4	26	0.0	15	0.0
Sunday Totals	1,429	4.6	1,550	5.0	147	0.5	152	0.5	9	0.0	17	0.1
Belen Station												
Weekday Totals	33,756	9.5	33,912	9.6	2,070	0.6	1,902	0.5	181	0.1	224	0.1
Saturday Totals	3,629	6.9	3,632	6.9	193	0.4	173	0.3	33	0.1	36	0.1
Sunday Totals	2,397	7.7	2,487	7.9	148	0.5	156	0.5	27	0.1	36	0.1
<i>Weekday Totals</i>	<i>644,192</i>	<i>11.1</i>	<i>644,192</i>	<i>11.1</i>	<i>23,896</i>	<i>0.4</i>	<i>23,896</i>	<i>0.4</i>	<i>4,313</i>	<i>0.1</i>	<i>4,313</i>	<i>0.1</i>
<i>Sat. Totals</i>	<i>58,772</i>	<i>8.5</i>	<i>58,772</i>	<i>8.5</i>	<i>1,893</i>	<i>0.3</i>	<i>1,893</i>	<i>0.3</i>	<i>373</i>	<i>0.1</i>	<i>373</i>	<i>0.1</i>
<i>Sun. Totals</i>	<i>41,086</i>	<i>8.6</i>	<i>41,086</i>	<i>8.6</i>	<i>1,445</i>	<i>0.3</i>	<i>1,445</i>	<i>0.3</i>	<i>248</i>	<i>0.1</i>	<i>248</i>	<i>0.1</i>
<i>Grand Totals</i>	<i>744,050</i>	<i>10.7</i>	<i>744,050</i>	<i>10.7</i>	<i>27,234</i>	<i>0.4</i>	<i>27,234</i>	<i>0.4</i>	<i>4,934</i>	<i>0.1</i>	<i>4,934</i>	<i>0.1</i>

AGREEMENT

between

HERZOG TRANSIT SERVICES, INC.
(New Mexico Rail Runner Express Commuter Service)

and its Employees represented by the

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
TRANSPORTATION DIVISION
(SMART-TD)**

(Effective _____, 2017)

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ARTICLE 1 GENERAL

A. Herzog Transit Services, Inc., (“HTSI” or “Company”) and the International Association of Sheet Metal, Air, Rail and Transportation Workers Transportation Division (SMART-TD or “Union”) recognize that they have a mutual interest in serving our New Mexico Rail Runner Express commuter customers and the affected communities. Therefore, a working system of harmonious relationships is necessary to maintain a rapport between the Company and the Employees covered by this Agreement, and jointly with the New Mexico Rail Runner Express customers and public. All concerned will benefit by continued peaceful and harmonious relationships, and any differences must be settled through rational common sense methods as provided under this Agreement.

B. Employees covered by this Agreement shall be governed by all Company adopted rules, policies, practices and procedures that are not in conflict with the terms and conditions of this Agreement.

The use of such words as he, his, and him, as they appear in this Agreement are not intended to restrict the application of the Agreement or a particular article to a particular gender, but are used solely for the purpose of convenience and clarity.

C. As provided in ARTICLE 43- Duration of Agreement, this Agreement shall terminate in the event that the Company’s contract with the Rio Metro Regional Transit District to operate the New Mexico Rail Runner Express expires or is terminated, provided that any accrued or run out benefits of an Employee covered by this Agreement will be fully protected by applicable law, Company policy, or applicable provisions of this Agreement.

ARTICLE 2 REPRESENTATION, RECOGNITION AND SCOPE

This Agreement will apply to all rail Engineers, Conductors and Ticket Agents employed by Herzog Transit Services, Inc. working on the New Mexico Rail Runner Express (the “Employees”) and will govern the rates of pay and working conditions of all such Employees as provided in this Agreement.

A. Train and engine service employees may be required to perform duties such as operating locomotives, coupling and uncoupling cars, inspecting cars and locomotives, throwing switches, locking and unlocking derails, coupling and uncoupling air hoses, assisting in training new train and engine service employees, receiving mandatory directives, operating Company vehicles, performing air brake tests, assisting other employees to clear the main line or perform other functions as may be necessary in an emergency situation; use computers, mobile phones and other communication devices.

B. Ticket Agents may be required to perform duties such as fare and revenue collections, including properly and securely handling ticket sales, maintaining a case balance of their “Working Fund” in their bank bag at all times, and reconciling and submitting train ticket sales to the Accounting office at the end of each shift.

ARTICLE 3 UNION SECURITY AND DUES CHECKOFF

A. It is understood and agreed by and between the parties hereto that as a condition of employment or continued employment, all persons who are hereafter employed by the Company in the unit which is subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or execution of this Agreement, whichever is later.

B. The Company will withhold and deduct from wages due to employees represented by the Union amounts equal to periodic dues, assessments, and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.

C. No such deduction will be made except from the wages of an employee who has executed and furnished to the Company a written assignment of such periodic dues, assessments and insurance premiums. Such assignment will be on the appropriate form and will, in accordance with its terms, be irrevocable unless the employee subsequently notifies the Company in writing to rescind his authorization to deduct periodic dues and assessments from his wages.

D. Deductions, as provided for herein, will be made by the Company in accordance with a typewritten deduction list furnished by the Union. Such list will be furnished on the appropriate form to the director, Payroll Operations, of the Company on or before the 20th day of the month, preceding the month in which the deductions listed thereon are to become effective. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Company on or before the 20th day preceding the month in which the deduction will be made.

E. Deductions, as provided in this Rule, will be made monthly by the Company from wages due to employees from a complete pay period in each calendar month in which the Company does not make deductions for health insurance and the Company will pay, by draft, to the Officer designated by the Union, the total amount of such deductions, and shall be paid on or before the 28th day of the month in which such deductions are made. (Health insurance deductions will be spread out among other pay periods in the month when deductions provided in this Rule are not made.) With said draft, the Company will forward to the Officer designated by the Union a list setting forth the deductions made and containing a computation of the sum withheld.

F. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Rule, after all deductions for the following purposes have been made:

1. Federal, State, and Municipal Taxes.
2. Other deductions required by law, such as garnishment and attachment.
3. Amounts due to Company.

G. Responsibility of the Company under this Rule will be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Rule, and the Company will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the employee involved and the Union, and any complaints against the Company in connection therewith will be handled by the Union on behalf of the employee concerned.

H. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the appropriate revocation form and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the Union without cost to the Company. The Union will assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for to the Company not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

I. No part of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee; and no part of this or any other agreement between the Company and the Union will be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Rule.

J. The Union will indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

ARTICLE 4 UNION PRIVILEGES

A. Authorized officers and business representatives of the Union and/or International Union who are not employees of the Company shall have access to the Company's premises, to the extent the Company may grant such access, during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, or other sound Union business. The Union Representative shall, prior to entering the Company's premises, first call at the office and/or attempt to make his presence known to the Manager or his Assistant. Such authorized Union Representative shall be allowed to transact necessary business, provided there shall be no interference with or interruption of work in carrying out such Union responsibilities. The Union Representatives agree to follow the Company's prescribed safety and security regulations while on the Company's premises, such as wearing a safety vest.

B. To the extent the Company has authority, the Company will make available to the Union a mutually agreed size of locked bulletin board permanently located in the Operator's area. The Company will permit the Union or its representatives to distribute Union literature. Postings may not be derogatory or offensive toward the Company or any individual employee.

C. The Company shall recognize, and the Union shall have the right to designate, pursuant to its own procedures, employees to serve as Committee of Adjustment Officers, Union

Officers and Representatives (up to three (3) people on the Committee of Adjustment and up to five (5) people as Local Officers). The Union shall notify the Company in writing of all elected and appointed Officers and Representatives. All Union business shall be conducted in non-work areas unless permission is specifically granted by the Company to conduct business in work areas. Union Officers, Representatives and Local Chairpersons shall not interfere with the Company's operations when conducting official Union business, and shall carry out their duties on non-working time, with the exceptions of official grievance meetings with Company's representatives, participation in investigatory interviews as requested by an employee, and any meetings the Officer is requested to attend by the Company relating to contract administration. Non-working time shall include breaks, lunch, and before and after the employee's work time.

D. With advance notice to the Company, and the Company's consent, the Chair of the Committee of Adjustment to be released from work, without compensation, to conduct union business.

ARTICLE 5 COMPLIANCE WITH APPLICABLE LAWS

It is the intent of the Company and Union that all provisions of this Agreement be interpreted to comply with any applicable law. If at any time a provision of this Agreement violates applicable law, the provision will be void and the Company and Union agree to negotiate substitute language that will comply with applicable law, if necessary.

ARTICLE 6 NO STRIKE/ NO LOCKOUT

A. During the life of this Agreement there shall be no picketing, strikes of any kind, work stoppages, slowdowns, or concerted refusal to work engaged in by the Union, its officers, agents, members, or the employees covered by this Agreement for any cause whatsoever. Additionally, during the life of this Agreement, the Union, its officers, agents, members and all employees covered by this Agreement shall refrain from any communication with the public that has the purpose or effect of discouraging members of the public from doing business with the Employer or New Mexico Rail Runner Express.

B. During the life of this Agreement, there shall be no lockouts by the Employer. The term "lockout" does not refer to the suspension, discharge, termination or layoff of employees or the suspension of operations by the Employer for any business reason (e.g., equipment breakdown, lack of material, acts of God, absence of key personnel etc.) in the exercise of its rights as set forth in any provisions of this Agreement, nor does "lockout" include the owner's decision to terminate or suspend work on the site or any portion thereof.

C. The Union and the Employer shall have the right to enforce this clause by restraining order and injunction in the courts of the State of New Mexico upon proof of the existence of such strike or lockout.

D. An employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference in violation of this provision, shall be subject to immediate dismissal or other discipline at the discretion of the Employer. The existence of a violation of this provision shall be subject to grievance, but the

degree of discipline where a violation exists shall not be subject to grievance under the provisions of this Agreement.

ARTICLE 7 NO DISCRIMINATION

A. No employee shall be discriminated against by the Employer or the Union for living up to and observing the provisions of this Agreement, nor will the Employer or the Union discriminate against any employee for lawfully engaging in or refraining from engaging in Union activities.

B. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment or termination of employment because of such individual's race, color, religion, age, sex, pregnancy, national origin or ancestry, veteran's status, handicap or disability which does not interfere with the performance of essential job functions (with or without reasonable accommodation that does not impose undue hardship on the Employer), genetic information or other legally protected status.

C. Any employee who feels that he or she is the victim of discrimination in the workplace shall have the responsibility to report the same to his or her supervisor; or, if he or she feels uncomfortable reporting the matter to such person, then to report it to the general manager or to the EEO officer of the Employer. Such complaints shall be subject to resolution under the arbitration provisions of ARTICLE 30.

ARTICLE 8 CLASSIFICATIONS, JOB DUTIES AND BASIS OF PAY

- A. Ticket Agent- \$19.199
- B. Conductor/ Train Attendant- \$25.896
- C. Train Operator Intermediate- \$30.654
- D. Train Operator/ Engineer- \$36.064

Employees shall receive the following annual increases, which will occur on the first full pay period after June 1 of each year:

2017- 3% increase

2018- 2% increase

2019- 2.5% increase

2020- 2% increase

2021- 2.5% increase

ARTICLE 9 MANAGEMENT RIGHTS

Prior to the time when the Union became the representative of the employees covered by this Agreement, the Employer had the right to run its business and deal with its employees with complete freedom, except as its rights were bound and limited by law. By this Agreement, the Employer has agreed to certain express limitations on those rights. However, it is the intention of the parties hereto that the Employer retain, and the Employer does retain, each and every right and privilege that it ever had and enjoyed, whether or not such right was exercised in the past, except insofar as it has, by specific provision of this Agreement, agreed to limit such rights. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the Employer, including but not in any way limited to the right to make, revise and enforce reasonable safety rules and reasonable work rules.

ARTICLE 10 PROMOTIONS

A. When new employees are hired for service under this Agreement, they will participate in a training program applicable to the job classification for which they were hired. New employees with a valid certification from another railroad will be required, at a minimum, to attend orientation and complete any portion of the training program deemed appropriate by the Company.

B. The Company will establish a procedure, which will: (1) ensure that such employees have knowledge of training program opportunities; and (2) provide an application process for such training opportunities. Employees who meet the criteria of the position, including but not limited to: safety record, rules compliance, compliance with the Company's drug and alcohol program, attendance, etc. will be offered an opportunity to be interviewed for the training opportunity. Applicants who successfully complete all the requirements to be selected, including the interview process, to become certified will be placed in the training program in seniority order.

C. Should there be insufficient time to train current employees to become certified Conductors or Engineers, or if there are insufficient applicants for promotion to Conductor or Engineer the Company is then free to hire certified Conductors or Engineers.

D. An employee, who, after starting the training program for promotion is unable to continue the training due to illness, which has been verified by a physician or approved leave of absence will not be regarded as having failed, provided that upon return the candidate reenters the training program as designated by the Company. The decision as to whether the employee must start the program from the beginning or at another point in the training will be made by the designated carrier representative. The Union will be advised of this decision.

E. A Ticket Agent who is undergoing training for potential promotion to a Conductor or Engineer position in accordance with this Article shall retain seniority standing and all other rights as a Ticket Agent until such time as he or she is promoted into the position of Conductor or Engineer, at which time he or she must transfer into that position. He or she will maintain his or her prior seniority rankings, but will no longer be able to exercise seniority in those rankings, except in the event of a furlough in the higher classification.

F. A Conductor who is undergoing training for potential promotion to an Engineer position in accordance with this Article shall retain seniority standing and all other rights as a Conductor until such time as he or she is promoted into the position of Engineer, at which time he or she must transfer into that position. He or she will maintain his or her prior seniority rankings, but will no longer be able to exercise seniority in those rankings, except in the event of a furlough in the higher classification.

G. An employee failing to satisfactorily complete every phase of the Engineer or Conductor Training Program and/or failure to satisfactorily pass the final examination (with a second final examination provided within fifteen (15) days from the date of the first examination if requested by the trainee) shall result in such trainee relinquishing existing seniority and establishing a new seniority date at the bottom of the Employee's prior craft seniority roster. If this would result in the Employee being placed in furlough status on the Conductor's seniority roster, then the Employee would temporarily be placed on the bottom of the Ticket Agent seniority roster until such time as the Employee can hold a position in the Conductor's craft. While waiting to make the second attempt at passing, the Employee will return to his or her prior craft as an extra board employee.

H. A supervising Conductor or Engineer assigned a trainee during his tour-of duty will continue to be responsible for the operation of the train in compliance with all operating rules for the purpose of safe train operation. When trainees are operating the train, the supervising Engineer will not be held responsible for problems or delays as a result of the following:

- Station Stops – Stopping short or long of passenger platforms.
- Ride Quality – Rough ride resulting from trainees handling of equipment.
- Penalty Applications – Delays resulting from trainees delay in responding to alerter.
- Train Handling Delays – Loss of time in stops and starts.

ARTICLE 11 SENIORITY

A. Individuals hired by the Company to work on the New Mexico Rail Runner Express in the job classifications of Engineer, Conductor and Ticket Agent covered by this Agreement will establish seniority within each job classification. The seniority of individuals in the bargaining unit who are promoted from within the Company to another position will be established in the classification to which they are promoted as of their date of certification. Certified individuals who are hired from outside the Company will establish seniority as of the time and date the employee completes the Physical. If more than one non-certified individual is hired into the same classification and they are in the same certification class, and one individual is new to the New Mexico Rail Runner Express and the other is promoted from within, the individual who worked in the bargaining unit for the New Mexico Rail Runner Express previously will be ranked more senior. If both individuals previously worked in the bargaining unit for the New Mexico Rail Runner Express in the same classification, they will be ranked in

terms of seniority to reflect the seniority rankings from their prior classification. If one individual previously worked in the bargaining unit for the New Mexico Rail Runner Express as a Ticket Agent and the other worked as a Conductor, the Conductor will be ranked senior.

B. Except as otherwise required by applicable law, employees will lose their seniority standing in the following situations:

1. Employee resignation.
2. Termination other than furlough.
3. Furloughed employee not responding to a return of service notice within ten (10) days.
4. Employee furloughed in excess of one (1) year.
5. Employee not actively working for the Company for any reason in excess of one (1) year.
6. Employee fails examination for promotion pursuant to Article 10(G).

C. In the event the Company temporarily assigns a Ticket Agent to a Conductor or Engineer position, the Ticket Agent will retain seniority standing and all other rights when returned to a Ticket Agent Position. In the event the Company temporarily assigns a Conductor to an Engineer position, the Conductor will retain seniority standing and all other rights when returned to a Conductor position.

ARTICLE 12 SENIORITY ROSTER

A. An Employee's seniority date within a classification will prevail in bidding for assignments within the Employee's classification.

B. A roster showing seniority dates and seniority standing will be posted in a conspicuous place at 100 Iron Ave SE, Albuquerque, NM 87102 with a copy to the General Chairman and Local Chairman.

Note: The initial seniority roster of Employees is set forth as Appendix 1 to this Agreement.

C. The seniority roster will be revised and posted in January of each year and will be open to protest for a period of thirty (30) calendar days from date of posting. Protests regarding seniority dates will be limited to names added or changes made to the seniority roster since the posting of the prior year's seniority roster. Upon an Employee's presentation of satisfactory proof of error regarding the seniority roster, such error will be corrected and a revised roster posted.

ARTICLE 13 ASSIGNMENTS

A. Each regular assignment will be bulletined to work not less than 40 hours per week. Monday shall be the beginning of the pay period.

B. Each regular assignment will have the daily reporting location, on duty (reporting) time, normal off duty time, and regular duties for the work days, and the rest days.

C. The regular duties designated on an assignment will be the operation of any combination of trains (revenue, deadhead, work, special events, etc.), revenue collection, yard switching, flagmen work, training or stand-by. Note: Flagmen work is the work of the MOW subcontractor, but Company reserves the right to use properly trained employees as service requires.

ARTICLE 14 ASSIGNMENT RE-BULLETINS

A. To be effective on the first day of the first full pay period of April, August and December, all regular assignments will be re-bulletined at least two weeks prior to the effective date.

B. When necessary to change regular assignments at other times during the year due to schedule or operational changes, assignments will be re-bulletined not less than two weeks prior to the effective date.

C. Awards will be posted the Wednesday prior to the effective Monday of the job award.

D. An attempt will be made to contact employees on vacation, marked off, or on suspension so as to participate in the re-bulletin process.

E. Employees on Leave of Absence will not be permitted to participate in the re-bulletin process.

F. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the employee will be off for a period of 10 or more days or when such employee will have been off duty for a period of 10 days, will be advertised in accordance with paragraph "B" of this Rule. On the return of the employee off for a period of ten or more days, assignments will be advertised in accordance with paragraph "B" of this Rule.

ARTICLE 15 REDUCING AND INCREASING FORCES

A. When there is a reduction of service causing the abolishment of assignment(s), at least five (5) calendar days advance notice will be posted on bulletin boards, with a copy to the Union.

If the assignment(s) affected are not held by the most junior Employee(s), those Employees affected by the reduction in service and those Employees junior to the affected Employees will

be contacted in seniority order to select a new assignment, which will take effect on the day of the reduction. Any Employees unable to hold an assignment will be furloughed.

B. Furloughed Employees will promptly notify the Company in writing, by a verifiable form of delivery, of any change of name, address, or phone number, and provide a copy to the Local Chairman.

C. In the event that service is subsequently increased, any previously furloughed Employees will be notified in writing by a verifiable form of delivery, sent to the last address provided, with a copy also provided to the Local Chairman. Furloughed Employees will be returned to service in seniority order. A furloughed Employee must respond to such notice within ten (10) days to advise if he intends to return to service.

D. Furloughed Employees who fail to return to service within fifteen (15) calendar days after being notified in accordance with paragraph "C" of this Article will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

E. No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company operation in whole or in part is due to a labor dispute between the Company and any of its employees.

F. Employees furloughed for more than 365 consecutive days will be terminated. If the individual subsequently applies for a position for which he or she is qualified, the Company will give such individual first consideration in hiring.

ARTICLE 16 ANNULMENT OF ASSIGNMENTS

A. Advance notice before annulling assignments is not required under emergency conditions such as, but not limited to, flood, snow and/or ice storm, hurricane, tornado, earthquake, fire, derailment, major blockage of main line or suspension of operation not under control of the Company, provided that such conditions also result in suspension of the Company's operation of the New Mexico Rail Runner Express service, in whole or in part. Such emergency annulments will be confined solely to those work assignments directly affected by any suspension of operation.

B. Employees who are affected by an emergency annulment and report for work without having been previously notified not to report will receive four (4) hours' pay at their applicable base hourly rate of pay. Employees reporting for work and held for more than two (2) hours will be paid a minimum of eight (8) hours. If an Employee actually works any portion of the day when assignments are annulled, he will be paid pursuant to ARTICLE 8- Classifications and Basis of Pay. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

ARTICLE 17 EMERGENCIES AND MAINTENANCE OF SERVICE

Notwithstanding the intent of the Company and the Union that bargaining unit classification employees generally will perform bargaining unit work, the Company and Union agree that maintaining levels of service is paramount. In emergencies and situations that could otherwise result in service disruptions, the Company may use any available staffing, including, but not limited, to supervisors and managers.

ARTICLE 18 FILLING TEMPORARY VACANCIES

A. Regular scheduled assignment that will not be protected by a regularly assigned Employee for any reason, will be protected using the following sequence to fill the vacancy

1. Employees on the Extra Board.
2. Employees on the Relief Day List.
3. Employees on their rest day.
4. Re-arrangement of other Employees on duty or scheduled to work that day.
5. Qualified supervisors.

ARTICLE 19 EXTRA BOARD

A. Except as noted below, an employee assigned to an extra board and who is available for service during an entire weekly period or who does not lay off or miss a call, will be guaranteed a money equivalent of 40 straight time hours each weekly period. The term "weekly period" means a period of seven consecutive days, starting with Monday. The Company will determine the number of employees assigned to an extra board. Extra board positions will be advertised with a specific relief day.

B. After these positions are awarded, the following procedures will govern relief days on the extra boards:

1. Employees will be marked up at the bottom of the extra board following completion of their relief day.
2. Employees who desire to remain available on their relief day may elect to do so by notifying a Transportation Supervisor no later than 5:00 p.m. the day preceding their scheduled relief day, unless remaining available on their relief day would make them unavailable for the next regularly scheduled work day or would violate hours of service limitations
3. Employees who elect to remain available on their relief day will retain their relative standing on the extra board.

C. Extra employees will be called first in, first out, as registered on the extra board. Employees assigned to an extra board must be qualified to work any assignments protected by the extra board.

D. Extra employees will be registered to the extra board on the scheduled tie up time of their assignment. Employees who go off duty beyond their scheduled tie up time will report to their supervisor.

E. Except as indicated below, extra employees missing a call for an assignment for which they stand or who mark-off, will remain off the board for a period of eighteen (18) hours, after which, they will be allowed to mark-up for service at the bottom of the extra board.

Exceptions:

1. In order to satisfy the service requirements, an extra board employee may be used prior to the expiration of the eighteen hour period with the understanding the employee does not have to remain available to protect service under such circumstances.

F. Except in emergencies, extra employees will be called at least 90 minutes before the time required to report for duty. At the discretion of the Company, extra employees may be called up to 24 hours prior to the time required to report for duty.

G. Extra employees will not be called to fill vacancies unless they have sufficient rest to complete the assignment being called, regardless of their standing on the extra board. If the employee is not rested, it is the employees' responsibility to bring it to the attention of the designated Company officer.

H. Extra employees who are not called in their turn will be paid four hours and will retain their place on the extra board. Employees will be paid four hours for such runaround after confirmed by the designated Company officer that such runaround did occur. Only one four hour payment per employee per day will be paid.

ARTICLE 20 HOLD DOWN

A. In the event of a five day or greater vacancy, the entire vacancy may be filled on a first come first serve basis by the extra board of the craft where the vacancy occurs in seniority order.

B. This provision shall not impede the full displacement rights of any Engineer, Conductor or Ticket Agent exercising seniority as a result of being in displaced status.

C. Extra Engineers, Extra Conductors or Extra Ticket Agents assigned in the application of this Article will be treated as if regularly assigned. Except as previously stated, Extra Engineers, Extra Conductors or Extra Ticket Agents as such, will assume all relief days on the assignment being worked and will not be required to protect the extra board on such days. Engineers, Conductors and Ticket Agents assigned to a hold down may work the relief day(s) of the assignment.

D. An extra board employee about to start a hold down; for example on a Monday, will not be called for work on Sunday if it appears he or she will not be rested to work the hold down on Monday. If however, the employee is called for work on Sunday and, as a result is not rested to commence the hold down, he or she will be compensated in accordance with ARTICLE 21- Hours of Service. He or she will then commence the hold down on Tuesday.

ARTICLE 21 HOURS OF SERVICE

A regularly assigned employee who is unable to work in service to which entitled as a result of working on the preceding trip and not being available due to the Hours of Service Law will be allowed eight hours of pay for the missed assignment. Extra employees will not be deducted guarantee for time unavailable due to the Hours of Service regulations.

ARTICLE 22 RELIEF DAY LIST

Employees on regular assignments who desire to work on the rest day(s) of their assignments shall be permitted to make themselves available for such service in advance of each calendar quarter (January, April, July, and October) under the following conditions:

A. Employees who desire to be called for service on their rest day(s) must make written application to the Company. Such Employees may voluntarily remove themselves from the Relief Day List for the remainder of a calendar quarter with written notification to a Designated Company Officer and must make written application to again be placed on the List in the next or any subsequent quarter.

B. Employees will initially be marked up on the Relief Day List in seniority order and will be called first in, first out for assignments on which they are qualified. Employees called to perform service from the Relief Day List shall be paid at the rate of the assignment worked subject to any applicable overtime rules.

C. Employees who fail to accept or miss a call will be held off the Relief Day List for the remainder of their rest day(s). Employees will be given ten minutes to return phone messages before being shown as having missed a call. Employees who fail to accept or miss a call in two (2) successive weeks will be removed from the Relief Day List for the remainder of the calendar quarter and must make written application to again be placed on the List.

D. Employees who are not called in their proper turn, based on seniority order, will be paid four (4) hours, and will retain their place on the Relief Day List.

E. Employees will be called for service as near as possible to 90 minutes prior to their reporting time.

ARTICLE 23 ADVANCING OR DEFERRING REPORTING TIME

When it is desired on any day to advance or defer the reporting time of an Employee due to operating conditions, advance notice, as near as possible to two (2) hours prior to usual reporting time, will be given. The advance notice will specify the new reporting time, and the

affected Employee's tour of duty will not begin until that time. An Employee may have his starting time deferred only once in a work day.

ARTICLE 24 LAYING OFF/REPORTING

A. Regularly assigned Employees laying off must notify a Designated Company Officer in sufficient time, but in no event less than four (4) hours, for the Company to call a replacement. Employees who desire to lay off for personal reasons may do so only when such absence is authorized in advance by a Designated Company Officer.

B. A regularly assigned Employee who has laid off will mark up for his regular assignment not less than eight (8) hours in advance of his reporting time.

ARTICLE 25 TRAINING, QUALIFYING, AND EXAMINATIONS

A. Employees will be required to attend training classes and pass examinations connected with their duties. Examination may be written, computer based, or oral and include territorial qualification examinations and other operations based examinations.

B. Subject to the exceptions listed below, Employees required to attend a training class or an examination will be compensated for the time engaged in such training or examination. If required to lose time, Employees will be paid an amount not less than what they would have earned on the assignment they would have worked. If no time is lost, Employees will be compensated for the actual time consumed in such training class or examination at the straight time base hourly rate.

NOTE: Employees required to attend a training class immediately prior to or immediately following a tour of duty, will be paid for attending the class on the basis of continuous time with the work day

C. On the Job Instructors:

1. On the Job Instructors will be selected by the Company after consultation with the Labor Organization.

2. On the Job Instructors will receive one hour of additional pay at the applicable base hourly rate for each day they serve as instructors.

ARTICLE 26 ATTENDING COURT OR CORONER'S INQUEST

A. Employees attending court or inquest or giving a deposition or stenographic statement in connection with legal proceedings as a witness on behalf of the Company at the direction of the General Manager of the Company or his designee, will be paid for the time actually lost on his or her assignments each day. Necessary expenses, including necessary travel expenses, will be paid when away from home.

B. Employees attending court or inquest as a witness on behalf of the Company or giving a deposition or stenographic statement in connection with legal proceedings at the

direction of the General Manager of the Company or his designee, when no time is lost, will be paid eight hours for each day at the base hourly rate of the last service worked. Necessary expenses, including necessary travel expenses, will be paid when away from home.

C. Any witness fees and mileage allowance will be remitted to the Company, by the Employee, promptly after receipt.

ARTICLE 27 BEREAVEMENT LEAVE

A. The Company will provide paid time off up to three consecutive working days for making arrangements, settling family affairs, and/or attending the funeral or memorial service of a member of an Employee's immediate family. Immediate family is defined here as an employee's brother, sister, parent, grandparent, child, grandchild, spouse, or spouse's parent. This rule is also applicable to an immediate family relationship through the legal adoption process.

B. All Employees who wish to take time off due to the loss of a family member must notify his/her supervisor as soon as possible. The Company reserves the right to require documentation, such as an obituary or proof of death, before paying the employee for time off for bereavement leave.

C. Should the Employee be otherwise entitled to holiday pay for one of the paid days off, that day will be paid as a holiday. If the death of an Employee's immediate family member occurs while an Employee is on vacation, approved bereavement days will be substituted for the approved vacation.

ARTICLE 28 JURY DUTY

A. Jury duty is an important civic responsibility. In compliance with federal and state laws, the Company protects its Employees' right to serve as a juror and will not prohibit, threaten or coerce any Employee who is summoned for duty. The Employee should notify his supervisor upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness and provide copies of the jury summons to his immediate supervisor.

B. An Employee summoned for jury duty will be excused to serve, and for up to fifteen (15) work days shall be paid at their regular base hourly rate for lost time for a maximum of 8 hours per day. Employee will remit promptly any jury duty fees to the Company for any days paid by the Company. The Company will then issue payment back to the employee for any portions of the check covering mileage, meals or other expenses. For an Employee serving on a jury in which service extends beyond fifteen (15) paid work days, his absence will be excused but unpaid leave until the service is completed.

C. Employees not required to be in court or released from jury duty during the course of the day are expected to resume their regular duties as soon as released. Upon returning to work from jury duty, Employees must present documentation of those days served on jury duty to their immediate supervisor.

ARTICLE 29 DISCIPLINE

A. An employee who has completed his probationary period shall not be disciplined without just cause. Discipline, if imposed, depending on the nature of the incident, can range from a written reprimand, to suspension, to dismissal.

B. In matters where the discipline issued results in suspension, the discipline shall become a permanent part of the employee's file. All other discipline not resulting in suspension shall not be considered in future disciplinary action provided the employee has at least two (2) continuous years of service, discipline free.

C. An employee may be held out of service with pay pending decision. When an employee is alleged to have committed any of the following offenses, he or she may be held out of service without pay pending decision:

1. Dishonesty, including falsification of reports or other documents.
2. Extreme negligence.
3. Use or possession of alcoholic beverages, intoxicants, drugs and/or narcotics.
4. Disorderly or immoral conduct or any offense bringing discredit upon the Company or New Mexico Rail Runner Express.
5. Theft.
6. Revenue and Revenue Procedure Violations.
7. Insubordination.

ARTICLE 30 CLAIM AND GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of an express provision of this Agreement that involves the interpretation of, or compliance with, the provisions of the Agreement. A grievance may be initiated by the Union or the employee.

B. Should any grievance arise, there shall be no suspension of work on account thereof, but an earnest effort shall be made to settle it promptly in the manner set forth below. The procedure shall be as follows:

STEP ONE: A Union Representative or employee shall immediately, within no longer than five (5) days of the act or occurrence, discuss with the supervisor involved, the alleged cause for grievance and try to resolve the matter. If the Employee is satisfied with the answer or solution, the matter is then dropped and will not be considered further.

STEP TWO: If the dispute is not settled at Step One, the grievance shall be reduced to writing and shall be presented by the Union to the General Manager or his designee within ten (10)

calendar days after the Company responds to the Step One Grievance. A meeting shall be held between the General Manager or his designee and the employee, who shall be accompanied by the designated representative of the Union. In reducing a grievance to writing, the following information shall be provided by the Union: The nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant, the specific section or provision of this Agreement that the grievant claims the Company has violated, and the remedy sought. The Company shall respond in ten (10) calendar days of the meeting.

STEP THREE: If the dispute is not settled at Step Two, the grievance may be appealed by the Union in writing to the Vice-President of Operations or his designee, with a copy to the General Manager, within ten (10) calendar days after the Company's response to the Step 2 meeting. Any grievance not presented in writing and appealed in writing within the time limits provided shall be waived for all purposes. A meeting or teleconference shall be held between the Vice President-Operations or his designee and the employee who shall be accompanied by the designated representative of the Union.

If no settlement is reached at Step Three, the grievance may be appealed by the Union in writing to arbitration within ten (10) calendar days after the Step Three meeting. Any grievance not presented in writing and appealed in writing within the time limits hereinbefore provided shall be waived for all purposes.

C. The Arbitrator shall be selected by mutual agreement between the Company and the Union, and if no agreement is reached within ten (10) days after notice of appeal, either party, with notice to the other, may request the Federal Mediation and Conciliation Service ("FMCS") to submit a list of seven arbitrators. The Arbitrator shall be selected by the Company and the Union by alternately striking names from the list until one name is left. Either party may request one new panel of arbitrators.

D. Decisions of the Arbitrator shall have the authority only to rule on the interpretation and application of this Agreement and shall have no power to either add to, modify or detract from the Agreement.

E. The arbitrator's award shall not be retroactive beyond the date of ten (10) calendar days prior to the filing of the grievance or the actual date of the occurrence of the grievance, whichever period of time is the shortest.

F. The Arbitrator's salary or fee and expenses shall be borne equally and paid by the parties to this Agreement.

G. Either the Union or the Company may elect to use a court reporter for the hearing. The expense of the court reporter and the transcript for the arbitrator shall be borne equally by the Union and the Employer.

H. The times specified in this provision shall be of the essence and failure to take action as required within any time period as specified herein shall result in the grievance being dropped and not subject to arbitration, unless the time periods are waived by written mutual agreement.

ARTICLE 31 LEAVE OF ABSENCE

A. An Employee shall be required to apply, and submit paperwork as required by the Company, for a leave of absence, not to exceed 30 days, in writing to the General Manager in any circumstance, including an extended illness, when the Employee needs to be away without pay in excess of seven days or in any instance of leave covered by the FMLA or ADA or a state counterpart.

B. The granting of a leave of absence by the Company shall be based on the nature of the request and operational requirements of the Company. Requests for leave of absence and extensions of the leave of absence may be granted at the option of the Company.

C. Upon or prior to expiration of an employee's leave of absence, the employee must immediately report to the General Manager for return to work instructions. Failure to do so shall constitute termination of employment.

D. An Employee who has been granted a leave of absence shall be considered as having terminated his employment without notice if, while on such leave, the Employee engages in, or applies for, other employment.

E. Employees promoted to management positions with the Company and duly accredited representatives employed exclusively by the Union shall be granted leave of absence and may return to their former positions or exercise seniority rights within thirty (30) days after release from such employment.

F. Other duly accredited representatives of the Employees shall be granted necessary time off without pay from the Company for hearings, consideration and adjustment of grievances, negotiations, to attend meetings of Employees or other matters connected with the interests of the Employees. Representatives must provide forty eight (48) hours' notice to a Company official. For the purpose of attending meetings such as Union conventions not less than thirty (30) days' notice will be given to a Company Officer.

G. This Article does not apply to employees granted a leave of absence to enter military service of the United States. The law in effect at the time of discharge will govern such case.

ARTICLE 32 RETURN TO DUTY FOLLOWING LEAVE

An employee who has been off duty due to personal illness or injury or for thirty-days or more for any reason must furnish any required medical reports related to the illness or injury and pass a return to duty Company physical and drug test. The Company will then make a determination regarding fitness to return to duty.

ARTICLE 33 APPROVAL OF APPLICATION OF EMPLOYMENT

A. New Employees shall be considered to be probationary Employees for a period of one hundred and eighty (180) days from the first day of compensated service, during which time, they shall be entitled to all benefits of this Agreement except for wages and such other provisions

as are specifically detailed within this Article. During such probationary period, the probationary Employees may be discharged at any time and for any reason, which shall be deemed sufficient to the Company. Such discharge shall not be the subject of a grievance or proceeding in any forum. The probationary period may be extended by mutual agreement between the Company and the Union.

B. In the event applicant omits or gives false information, the Company will have the right to disapprove such application after the probationary period in A above has expired if the information involved was of such a nature that the applicant would not have been hired if the Company had timely knowledge of the omitted or false information.

ARTICLE 34 MEDICAL EXAMINATION

A. Employees will be subject to periodic medical examinations (including hearing and vision) in accordance with Company policy. Employees will be given sufficient notice to arrange for examinations without the loss of time. Employees may be scheduled for a physical examination immediately prior to during or immediately following a tour of duty, and will be paid on the basis of continuous time with the work day. If the employee must take his periodic medical examination during off duty time, he will be paid for the time consumed.

B. When it is obvious that an Employee is medically (physically or mentally) impaired in a way that affects his service, the Company may hold that Employee out of service pending the outcome of a medical examination. Employees held out of service by the Company because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to the Company. In the case of disagreement on the Employee's fitness to work, the two doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three as to the Employee's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Employee's condition does not warrant being held out of service, such Employee will be returned to service, and if it is determined that the Employee was medically fit to perform service at the time he was held out of service, the Employee will be paid for all time lost.

C. An Employee who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless the Company refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.

ARTICLE 35 HOLIDAYS

A. Employees will observe the following seven fixed paid holidays based on the schedule set by the Company:

New Year's
Labor Day
Veteran's Day

Memorial Day
Thanksgiving

Fourth of July
Christmas

B. To be eligible for holiday pay, Employees must either work or be available for work on the last work day before and the first work day after the holiday. If scheduled to work the holiday, Employees must protect their assignments in order to be eligible for holiday pay. Employees who are on vacation or bereavement leave on those days are considered to have met this requirement and are eligible for holiday pay provided they work or are available for work on the last work day before and the first work day after vacation or bereavement leave. If the holiday falls on the last day of an employees' workweek, the first workday following this employee's "days off" will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of an employee, the qualifying days for the holiday pay purposes will be his workdays immediately preceding and following vacation period.

C. Holiday Pay will be paid to each Employee based on a day's pay at each Employee's base rate of pay at eight hours per day. In addition to Holiday Pay, an Employee required to work on a fixed holiday will receive pay at the rate of time and one half for hours actually worked provided all conditions have been met to receive "Holiday Pay" as in the above.

D. If qualifications are met, an extra employee whose service status changes from an extra employee to a regularly assigned employee or vice versa on one of the qualifying days will receive eight hours holiday pay, except that a regularly assigned employee who voluntarily changes his service status to an extra employee on any of the three qualifying days will not be entitled to receive the holiday pay.

E. An Employee on short-term or long-term leave without pay is not entitled to holiday pay.

F. Paid time off for holidays is not counted as hours worked for the purposes of determining overtime.

G. The eight (8) hours holiday pay is over and above the 40 straight time hours guaranteed when the other requirements of Article 19- Extra Board, are met.

H. Nothing in this policy will be considered to create a guarantee or to restrict the right of the Company to annual assignment on the specified holiday.

ARTICLE 36 PAID TIME OFF

A. DOH – (Jan through June, 12 PTO's) (July through December 6 PTO's) effective January 1st the following year.

B. After one year of employment, 12 PTO days, to be taken in two blocks of five days each, which can be taken consecutively, and two single days, which can be taken consecutively.

C. After two years of employment, 13 PTO days to be taken in two blocks of five days each, which can be taken consecutively, and three single days, which can be taken consecutively.

D. After four years of employment, 14 PTO days to be taken in two blocks of five days each, which can be taken consecutively, and four single days, which can be taken consecutively.

E. After eight years of employment, 19 PTO days to be taken in three blocks of five days each, which can be taken consecutively, and four single days, which can be taken consecutively.

F. After seventeen years of employment, 25 PTO days to be taken in four blocks of five days each, which can be taken consecutively, and five single days, which can be taken consecutively.

G. PTO days off will be paid at eight hours at the employees job classification rate.

H. Blocks of five PTO days must be scheduled prior to January 1 of each year and authorized by the employee's designated supervisor based on employee longevity. Employees who fail to schedule any PTO blocks by January 1 will have one block of vacation scheduled automatically.

I. Single PTO days must be scheduled a minimum of ten days in advance (except in case of verified illness or personal or family emergency) and will be authorized by designated supervisor based on service requirements and first come first serve.

J. PTO days will not be carried from one year into the next. Unused PTO days at the end of the calendar year will be paid out at 8 hours straight time pay.

K. For the purpose of eligibility, increases in the number of PTO days will become effective in the year of the employee's respective anniversary.

L. For the purpose of eligibility, an employee must have rendered 100 days of service in the previous year to be eligible for PTO and PTO accrual.

ARTICLE 37 HEALTH AND WELFARE BENEFITS

A. Employees covered by this Agreement shall have the opportunity to participate in the Company's Group Health, Dental, Life, Accidental Death and Dismemberment, Long and Short Term Disability. The Plans may be changed or amended during the duration of this Agreement, with the understanding that such changes or amendments applicable to the employees covered by this agreement are consistent with any changes or amendments applicable to non-bargained and/or management employees.

B. Employees covered under the health plan are required to participate in the Corporate Wellness program communicated each enrollment period.

The Union agrees that after expiration of the current agreement, and before agreement on a new agreement, the Company may unilaterally make changes to the Company's Group Health, Dental, Life, Accidental Death or Dismemberment, and Long and Short Term Disability Plans.

ARTICLE 38 CRITICAL INCIDENT STRESS PLAN

The Company and the Union have adopted a Critical Incident Stress Plan and incorporate that plan by reference into this Agreement.

ARTICLE 39 401(K)

A. Employees will be offered a company sponsored 401(k) Plan with a Company Matching Contribution of 25% of every \$1.00 of employee contribution, up to a maximum of 8% of Eligible Compensation (2% maximum Company Matching Contribution). Company contributions will have a 5 year vesting schedule where the participant will earn a year of vesting service for each calendar year worked.

B. New hires:

1. An Employee must be employed 180 days before being considered eligible.
2. Open Enrollment is the January 1st or July 1st after completion of the eligibility period.
3. Newly eligible employees who do not take any action at Open Enrollment will be automatically enrolled in the 401k plan at 4%.
4. An employee wishing to enroll at an amount other than the 4% or who wishes to decline enrollment, must do so directly through the Plan provider.

C. Already eligible employees:

1. An Employee may change deferral amounts one of two times per year during Open Enrollment at January 1st or July 1st.
2. An Employee who has previously declined to participate and would now like to join the 401k plan can join during Open Enrollment at January 1st or July 1st.
3. An Employee who does not want to make any changes does not need to do anything.

D. The Union agrees that after expiration of the current agreement, and before agreement on a new agreement, the Company may unilaterally make changes to the Company's Company sponsored 401(k) Plan.

ARTICLE 40 ALBUQUERQUE FACILITIES

Lockers, toilet and lavatory facilities will be provided at location where employees go on and off duty.

ARTICLE 41 UNIFORMS

A. The Company shall prescribe, supply, and clean the uniform, accessories, badges and insignia, if any, to be worn by Engineers, Conductors & Ticket Agents at all times when on duty.

B. Engineers, Conductors and Ticket Agents must wear boots of sturdy construction with a definite heel and slip resistant sole to be furnished at the expense of the employee.

C. Engineers, Conductors and Ticket Agents will be required to procure a new uniform when it is determined by the Transportation Supervisor or his designee on the property that the condition of the old uniform is such that it should be replaced.

D. When it is necessary to replace worn or damaged uniforms or parts thereof, such purchase will be made consistent with the terms of this Agreement.

ARTICLE 42 FAMILY MEDICAL LEAVE

From time to time the Company will implement personnel policies and will provide in advance to the union. Employees will not be required to use scheduled Paid Time Off for FMLA leave.

ARTICLE 43 DURATION OF AGREEMENT

A. This Agreement becomes effective on the first day of the first full pay period following the date of notification to the Company by the Union that the Agreement has ratified and remains in effect until 11:59 P.M. on September 21, 2021, except should Herzog's Agreement to operate the New Mexico Rail Runner Express service expire or be terminated beforehand, in which case this Agreement shall terminate as of the same date.

B. Not earlier than March 22, 2021, either party can serve notice on the other to modify the terms of this Agreement to be effective not earlier than September 22, 2021.

Signed at _____ this ____ day of _____, 2017.

For SMART - TD:

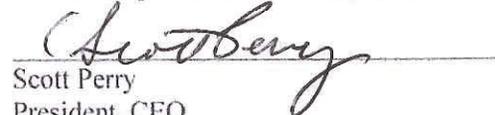


Dirk Sampson
General Chairman



John England
Vice President- Transportation Division

For Herzog Transit Services, Inc.:



Scott Perry
President, CEO

2017 Complaints Report

<u>NMRX</u>		<u>Rio Metro</u>	
Total Number of Complaints	152	Total Nubmer of Complaints	45
Website		Driver	28
Mobile Ticketing	6	Passed up	6
schedule inconvenience / "left behind"	18	Left Behind	1
Parking Lot	4	Incorrect stop	
Station	9	Route/ inconvenient / Scheduling	2
Quiet Car/4 Car Set	7	VC Office Staff	6
Train Crew	34	Sandoval Office Staff	
Late Trains	12	Other	2
ADA	4		
wifi	1		
PA system - too loud/quiet	3		
CS Staff Complaint	2		
Other	38		
Security	5		
maintenance of train (ie. Bathroom)	9		

2018 Complaints Report

<u>NMRX</u>		<u>Rio Metro</u>	
Total Number of Complaints	40	Total Nubmer of Complaints	40
Train left early	1	Driver / Unsafe Operation	11
Website		Driver	10
Mobile Ticketing	1	Passed up	2
schedule inconvenience / "left behind"	3	Left Behind / Dial-a-Ride not waitin	4
Parking Lot		Left Behind	
Station/ Crossing	8	Incorrect stop	
Quiet Car/4 Car Set	4	Route/ inconvenient / Scheduling	3
Train Crew	6	VC Office Staff	2
Late Trains	2	Sandoval Office Staff	
ADA		Other	5
wifi	1	Other	1
PA system - too loud/quiet		ABQ RIDE	2
CS Staff Complaint			
Other-Airport Shuttle/AC/	3		
Other	4		
Other-Airport Shuttle	1		
Security	3		
maintenance of train (ie. Bathroom)			
other - customer upset about being finec	1		
other	2		

2019 Complaints Report

<u>NMRX</u>		<u>Rio Metro</u>	
Total Number of Complaints	16	Total Nubmer of Complaints	42
Train Left early		Driver / Unsafe Operation	20
Website		Passed up	
Mobile Ticketing	1	Left Behind / Dial-a-Ride not waitin	5
schedule inconvenience / "left behind"	1	Incorrect stop	1
schedule inconvenience / "left behind"		Route/ inconvenient / Scheduling	8
Parking Lot		VC Office Staff	2
Station/ Crossing		Sandoval Office Staff	2
Station/ Crossing		Other	1
Quiet Car/4 Car Set	1	Other	1
Train Crew		ABQ RIDE	2
Late Trains	1		
ADA			
wifi			
PA system - too loud/quiet			
CS Staff Complaint	3		
Other-Airport Shuttle/AC/	4		
Other-Airport Shuttle/AC/Bathrooms.	1		
Security	4		

Commuter Rail O & M Procurement
RFP #2021-03

Firm	Individual	Email
1 Alston	Justin Bulpitt	justin.bulpitt@alstomgroup.com
2 Amtrak/ National Railroad Passenger	Robert Ripperger	RipperR@amtrak.com
3 Blacklands Railroad	Wayne Defebaugh	wayne@blacklandsrailroad.com
4 FS Italian Railways USA	Enrico Trapazza	info@fsitalianrailwaysusa.com
5 Hallcon	Natant Sethi	nsethi@hallcon.com
6 Herzog Transit Services	Scott Perry	csperry@htsi.com
7 Rail Plan International Inc.	Pete DiNola	pdinola@railplan.com
8 RailWorks Signals & Communications	Jason Quinlan	jquinlan@railworks.com
9 RailWorks Track Systems, Inc	Eric Goetschel	egoetschel@railworks.com
10 Rio Grande Pacific Transit Group	Matthew Mattiza	mmattiza@rgpc.com
11 TransDev	Rich Walker	rich.walker@transdev.com

rrobertson@htsi.com

bd@transdev.com

Commuter Rail O & M Procurement
RFP #2021-03

Firm	Individual	Email	
Alston	Justin Bulpitt	justin.bulpitt@alstomgroup.com	
Amtrak/ National Railroad Passenger	Robert Ripperger	RipperR@amtrak.com	
Blacklands Railroad	Wayne Defebaugh	wayne@blacklandsrailroad.com	
FS Italian Railways USA	Enrico Trapazza	info@fsitalianrailwaysusa.com	
Hallcon	Natant Sethi	nsethi@hallcon.com	
Herzog Transit Services	Scott Perry	csperry@htsi.com	rrobertson@htsi.com
Rail Plan International Inc.	Pete DiNola	pdinola@railplan.com	
RailWorks Signals & Communications	Jason Quinlan	jquinlan@railworks.com	
RailWorks Track Systems, Inc	Eric Goetschel	egoetschel@railworks.com	
Rio Grande Pacific Transit Group	Matthew Mattiza	mmattiza@rgpc.com	
TransDev	Rich Walker	rich.walker@transdev.com	bd@transdev.com