City of Needles, California
Staff Report

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☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: September 10, 2019

Title: Resolution No. 2019-60 accepting the proposal submitted by Transportation Concepts to provide operations of a local route deviation transit service (Needles Area Transit) and authorize entering into an agreement for an initial base term of October 1, 2019 through June 30, 2023 subject to approval of the award by Caltrans Division of Rail and Mass Transportation (DRMT)

Background: In late December 2018, the City received notice from McDonald Transit Associates, Inc. of the termination of their contract to provide operation of the Needles Area Transit (NAT). In response, a formal RFP was issued twice (March 18, 2019 no bids received and reissued on May 8, 2019) and at the time of the second bid opening, two bids had been received - one from Transportation Concepts (TC), Irvine, CA, and one from Hendrickson Transportation Group (HTG), Waco, TX. After review of the proposals by a four member panel and interview of representatives from both companies by three of the four panel members, the interview committee has unanimously recommended the selection of Transportation Concepts. It is anticipated that TC will take over operation of the service as of October 1, 2019, subject to approval of the award by Caltrans Division of Rail and Mass Transportation (DRMT) (required as part of the transit funding is federal funds).

Additional transit-related agreements with TC (not subject to Caltrans DRMT approval) will be submitted for Council approval at the September 24 meeting including the El Garces lease agreement and the DAR/DAR Medical-Shopper Shuttle.

Fiscal Impact: Funding for the NAT service comes through San Bernardino County Transportation Authority (SBCTA). There is a "lack of funds" clause in the agreement whereby the city can terminate prior to expiration with 30 days written notice "in the event these funds become inadequate or unavailable to City, . ."

Critical Timeline: Urgent as the extended agreement with McDonald Transit Associates expires September 30, 2019

Environmental: N/A

Recommendation: Waive the reading and adopt Resolution No. 2019-60 accepting the proposal submitted by Transportation Concepts to provide operations of a local route deviation transit service (Needles Area Transit) and authorize entering into an agreement for an initial base term of October 1, 2019 through June 30, 2023 subject to approval of the award by Caltrans Division of Rail and Mass Transportation (DRMT).

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick Date: 9/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐ Agenda Item: 19

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RESOLUTION NO. 2019-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ACCEPTING THE PROPOSAL SUBMITTED BY TRANSPORTATION CONCEPTS TO PROVIDE OPERATIONS OF A LOCAL ROUTE DEVIATION TRANSIT SERVICE AND AUTHORIZE ENTERING INTO AN AGREEMENT FOR AN INITIAL BASE TERM OF OCTOBER 1, 2019 THROUGH JUNE 30, 2023 SUBJECT TO APPROVAL OF THE AWARD BY CALTRANS DIVISION OF RAIL AND MASS TRANSPORTATION (DRMT)

WHEREAS, on March 18, 2019, the City of Needles issued a Request For Proposals To Enter Into Contract Services To Provide Operations Of A Local Route Deviation Transit Service (Needles Area Transit - NAT) ("the RFP"); and

WHEREAS, the RFP was sent to seventeen (17) companies that provide public transit services, eleven (11) automotive repair/disadvantage business enterprise (DBE) businesses, and a Notice to Transportation Providers was published in the Needles Desert Star on March 27, 2019; and

WHEREAS, at the time set for proposal opening on April 25, 2019, no proposals had been received; and

WHEREAS, a Reissued RFP was distributed on May 8, 2019, to the aforementioned public transit service companies and automotive repair/disadvantage business enterprise (DBE) businesses and a Notice to Transportation Providers was published in the Needles Desert Star on May 15, 2019; and

WHEREAS, at the time set for proposal opening on June 3, 2019, two proposals had been received -- one from Transportation Concepts (TC), Irvine, CA, and one from Hendrickson Transportation Group (HTG), Waco, TX; and

WHEREAS, on July 22, 2019, an Interview Committee made up of the City's Transit Services Manager; a representative from the San Bernardino County Transportation Authority (SBCTA); and a representative from AMMA, a SBCTA contract transportation vendor interviewed representatives of both companies; and

WHEREAS, after careful consideration of both proposals and based on the results of the established evaluation criteria set forth in the RFP [see attached "Results of Interview with Proposers for the Needles Area Transit (NAT)"], the Interview Committee unanimously recommended that the City Council accept the proposal of Transportation Concepts for operation of a local deviated fixed route transit service as outlined in the bid documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby accepts the proposal of Transportation Concepts to provide operations of a local route deviation transit service and authorizes entering into an agreement for such services

for an initial base term of October 1, 2019 through June 30, 2023 subject to approval of the award by Caltrans Division of Rail and Mass Transportation (DRMT).

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of September, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Results of Interview with Proposers for the Needles Area Transit (NAT) July 22, 2019

Sitting in on the interviews: Cheryl Sallis, City of Needles; Nancy Strickert, San Bernardino County Transportation Authority (SBCTA); Dennis Brooks, AMMA; and another representative of AMMA that reviewed the proposals only but did not sit in on interviews

Evaluation Criteria: Pricing - 40 points possible; Qualifications - 40 points possible; References - 10 points possible; Labor Code - 10 points possible; Interview - 25 points possible --- Total Possible Points = 125

	Pricing	Qualifications	References	Labor Code	Interview
Transportation Concepts					
	35.00	40.00	8.00	10.00	20.00
	40.00	35.00	9.00	10.00	
	40.00	35.00	9.00	10.00	20.00
	40.00	35.00	10.00	10.00	20.00
Total Average	38.75	36.25	9.00	10.00	15.00

Overall Total Average = 109

Hendrickson Transportation Group	22.00	15.00	10.00	7.00	15.00
	20.00	20.00	5.00	10.00	
	23.00	15.00	0.00	10.00	10.00
	35.00	20.00	0.00	10.00	12.00
Total Average	25.00	17.50	3.75	9.25	9.25

Overall Total Average = 65

ATTACHMENT 1

AGREEMENT

This AGREEMENT is made and entered into as of this 10th day of September, 2019, by and between the CITY OF NEEDLES, hereinafter referred to as "City", and TRANSPORTATION CONCEPTS, hereinafter referred to as "Contractor", collectively referred to as "Parties".

WITNESSETH THAT:

WHEREAS, in order to meet local public transportation needs, the City wishes to provide a low cost route deviation transit service for the citizens of the City of Needles; and

WHEREAS, City has been providing a public transit system in which the City's role has been to establish service policy, provide vehicles, and evaluate the project; and

WHEREAS, City has requested proposals from transit providers to operate the transit system pursuant to a Reissued Request for Proposals ("Request for Proposals") dated May 8, 2019; and

WHEREAS, City has determined Contractor's proposal dated May 31, 2019 ("Contractors Bid Proposal") to be the most responsive and desires to enter into an Agreement with Contractor for providing the operations of such transit system.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

Contractor shall furnish the City with all the services and materials, and perform any and all other work as specified and in full accordance with the Request for Proposals, the Contractor's Bid Proposal and the "Scope of Services and Technical Specifications for Needles Transit System" in Exhibit A, which is attached hereto and made a part of this Agreement

II. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2019 to June 30, 2023, inclusive,

with an option by the City to extend the term without holding new proposal procedures for two (2) additional two-year periods years starting July 1, 2023 to June 30, 2025, and July 1, 2025 ending June 30, 2027, provided that such extension and any changes in the Agreement and the Fixed Hourly Rate per Revenue Service Vehicle Hour and the Fixed Annual Cost during the option periods shall be limited so that the maximum percentage increase for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall not be more than ninety percent (90%) of the annual increase in the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West - Size Class B/C CPI for the most recently concluded calendar year. The initial three (3) year and nine (9) month period shall be referred to as the "Base Term".

III. COMPENSATION

The City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

A. Payment of a fixed cost per year of $ 154,063.49 plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $ 41.20 plus actual cost of vehicle fuel (copy of gas receipts required) in the first nine months of service.

B. Payment of a fixed cost per year of $ 211,531.37 plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $ 42.78 plus actual cost of vehicle fuel (copy of gas receipts required) in the first full year of service.

C. Payment of a fixed cost per year of $ 218,934.96 plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $ 44.41 plus actual cost of vehicle fuel (copy of gas receipts required) in the second year of service.

D. Payment of a fixed cost per year of $ 226,597.68 plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $ 46.10 plus actual cost of vehicle

fuel (copy of gas receipts required) in the third year of service.

Revenue Service Vehicle Hours are calculated by the operation of the vehicle from the first passenger pick up or drop off point to the last, as designated by the City. Deadheading and storage do not constitute revenue service.

The fixed cost per year and hourly rate shall be as presented and submitted as part of the Contractor's Bid Proposal in response to the City's Request for Proposals.

The fixed cost per year and hourly rate during the two (2) additional two-year option periods, if exercised by the City at its sole discretion, shall be limited so that the maximum percentage increase for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be not more than ninety percent (90%) of the annual increase in the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West - Size Class B/C CPI for the most recently concluded calendar year.

IV. PAYMENT

During the term of this Agreement, the City shall make monthly payments to Contractor in accordance with invoices submitted that reflect the actual Revenue Service Vehicle Hours performed during each month plus one-twelfth (1/12) of the yearly fixed cost plus actual cost of vehicle fuel. Supporting documentation of RSVH claimed must be included with the invoice. Payment shall be made within thirty (30) days of receipt of approved invoice.

V. INSURANCE

Without limiting Contractor's liability pursuant to Section VI, "INDEMNIFICATION", hereunder, Contractor shall maintain with an insurer or insurers, licensed to do business in California with a Best rating of A- or better, policies of insurance which will protect Contractor and City from claims which may arise from the acts or omissions of Contractor and its

employees and agents.

During the performance hereunder and throughout the term of this Agreement, Contractor shall maintain the insurance specified below.

All insurance shall be occurrence based. "Occurrence" means any event or related exposure to conditions which result in bodily injury, including death, or property damage.

A. CONTRACTOR COVERAGES

1. Comprehensive General Liability Insurance, providing bodily injury, including death, personal injury, and property damage with at least the following limit of liability: Combined single limits of Five Million Dollars ($5,000,000) per occurrence.

2. Automobile Liability Insurance providing bodily injury, including death, and property damage coverage to include owned, hired, and non-owned vehicles, with at least the following limit of liability: Combined single limits of Five Million Dollars ($5,000,000) per occurrence.

3. Workers' Compensation Insurance with the limits established and required by the State of California.

B. CONTRACTOR REQUIREMENTS

Prior to commencement of this Agreement, Contractor shall furnish to City a broker-issued Certificate of Insurance showing that the required insurance coverages for Contractor are in place and that:

1. The City, its officers, officials, employees, agents, and volunteers are designated as additional insured on the Comprehensive General Liability and Automobile Liability Insurance with respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or

borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City and Contractor.

Within thirty (30) days from the effective date of this Agreement, Contractor shall furnish to City a copy of the actual policy endorsement(s) naming City, its officers, officials, employees, agents and volunteers as insured as specified in subparagraph 1 of this Section in form and substance satisfactory to City in its sole and absolute discretion. Each endorsement shall state the insurance policy number, the policy term, and the insurance coverage for which City is insured.

VI. INDEMNIFICATION

Contractor shall indemnify and hold harmless City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses including attorneys' fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, except to the extent that such claim, damage, loss, or expense, including attorneys' fees, arises from or is caused by the sole negligence or willful misconduct of City, its officers, officials, employees, or agents as determined by a court of law.

VII. TERMINATION OF AGREEMENT

This Agreement shall be terminated prior to the expiration of the term or terms hereof, only in accordance with the following:

A. By City:

1. If Contractor fails to maintain insurance as required pursuant to this Agreement.

2. If Contractor fails, for any reasons, to perform the services required pursuant to this Agreement in a reasonably satisfactory manner as determined by the City Council of the City, including:

(a) Four or more consecutive months of liquidated damage assessments for missed service hours; and/or

(b) Four or more consecutive months of liquidated damage assessments for on-time performance.

3. If Contractor fails or refuses to comply with any reasonable instruction of City or with applicable laws.

4. If Contractor fails to notify City within twenty-four (24) hours after receiving an "unsatisfactory" rating from the California Highway Patrol Motor Carrier Safety Inspectors.

5. If Contractor fails within thirty (30) days of receipt of an "unsatisfactory" rating from the California Highway Patrol to make necessary operational changes to obtain a "satisfactory" rating and to schedule a repeat inspection with the California Highway Patrol.

6. For convenience at the absolute discretion of the City, with no less than sixty (60) days written notice to Contractor by certified mail, return receipt requested.

B. Lack of Funds:

The operation of this transit service is financed with funds available to City under federal and state transit programs. In the event these funds become inadequate or unavailable to City, then City, at its sole discretion, may terminate this Agreement at any time. Such termination shall be effective on thirty (30) days written notice and the payment of all consideration earned to date by Contractor.

Upon termination, City shall pay Contractor its allowable costs incurred to date of termination and those costs deemed necessary by City to effect termination. Acceptance of such final payment by Contractor shall constitute a complete accord and satisfaction as between Contractor and City.

VIII. EXTENSION OPTION

The City may, at its sole discretion and option, extend the Agreement for two (2) additional two-year terms (referred to hereinafter as the "Option Periods"). City will exercise its option to renew by notifying Contractor of its decision in writing at least one hundred eighty (180) days prior to the end of the Base Term or first Option Period, as applicable. During the Option Periods, all provisions of the Agreement shall remain in full force and effect except the Fixed Cost Per Year and the hourly rate for Revenue Service Vehicle Hour, which may be modified as set forth below.

Within four (4) months after the beginning of the third (3rd) year of the Base Term or four (4) months after the beginning of the second (2nd) year of the first Option Period, as applicable, Contractor will submit in writing to City a proposed price for the Fixed Cost Per Year and the hourly rate for Revenue Service Vehicle Hour to govern each year of the applicable Option Period (first Option Period or second Option Period). Such proposed prices shall be limited so that the maximum percentage increase for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall not be more than ninety percent (90%) of the annual increase in the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics U.S. West - Size Class B/C CPI for the most recently concluded calendar year. It is further understood and agreed that the City is under no obligation whatsoever to exercise the above-described option and that the City has made no representation committing it to exercise said extensions.

IX. ADDITIONS OR REDUCTIONS IN SERVICE

It is expected that Needles Area Transit services will be periodically adjusted, as determined by City in its sole discretion, and in consultation with Contractor. Modifications may

include, but are not limited to, adding or deleting bus stops, extending, deleting or adding routes, or parts of routes, and expanding or decreasing service hours by up to 20% in either direction. Any such modifications in the number of service hours within the 20% levels established shall not require a modification of the Revenue Service Vehicle Hour rate previously provided for in this Agreement. Any such increase or decrease shall be considered from a base figure of 3,424 annual revenue service vehicle hours and shall be provided for in writing.

Any other change by the City that results in a modification to the number of service hours outside of the prescribed 20% levels shall result in a negotiated rate between City and Contractor. Contractor shall supply City with documentation of changes in costs resulting from the modification in the number of service hours and City shall, in its sole discretion, determine the allowable rates to be paid for revenue service hours above the levels set forth, after input from Contractor on proposed increased service rates. Contractor shall be compensated for these modifications under the same terms and it shall be mutually determined by City and Contractor how many service hours (or fractions thereof) are involved in such adjustments.

City will notify Contractor a minimum of thirty (30) days in advance of any major service changes. It would be expected that agreement to make minor service changes in a shorter timeframe would be possible through cooperative efforts of City and Contractor.

X. WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in these Agreement documents by either Party on any particular occasion shall not constitute a general waiver of said provision, term, or condition, nor release the other Party from its obligation to otherwise perform or observe such provision, term, or condition of the Agreement.

XI. GOVERNING LAW

This Agreement shall be carried out in accordance with all applicable federal, California state, and local laws, codes and regulations, exclusive of California choice of law rules requiring the application of another state's laws.

XII. COMPLIANCE WITH LABOR LAWS, AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS, AND FTA DRUG AND ALCOHOL REGULATIONS

Contractor shall comply with all local, state and federal laws regarding labor, contracting with public agencies, affirmative action, the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO) Practice Provisions, and FTA Drug and Alcohol Regulations.

49 CFR Part 40 Section 40.11(b) states: "You (Contractor) are responsible for all actions of your officials, representatives, and agents (including service agents) in carrying out the requirements of the DOT agency regulations." 49 CFR Part 655 and Part 40 as amended. Section 655.81 states: "A grantee (City) shall ensure that the recipients of funds under 49 U.S.C. 5307, 5309, 5311, or 23 U.S.C. 103(e)(4) comply with this part [49 CFR Part 655]."

Contractor's failure to comply with the FTA drug and alcohol regulations as required herein shall entitle the City to impose such sanctions as it may determine to be appropriate, including, but not limited to, cancellation, termination, or suspension of this Agreement.

XIII. INDEPENDENT CONTRACTOR

Under the terms of this Agreement, Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than City employees, assisting in the performance of its services hereunder. Contractor agrees to be solely responsible

for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other laws and regulations governing such matters. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee, or official of City. The personnel records of Contractor shall not be held or deemed in any way to be the records of City or to become the records of City during any City examination of the records. To the extent City has a right under this Agreement to request copies of Contractor personnel documents, City shall hold such documents or information contained in the documents in trust and confidence for Contractor, review the documents without copying the same either at Contractor's office or at City's office, and, if reviewed at City's offices, City shall return the documents promptly after such review. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the life of this Agreement.

XIV. ASSIGNMENT

This Agreement is made in reliance by City upon the qualifications and responsibility of Contractor. Therefore, the performance by Contractor of this Agreement may not be assigned, transferred, or subcontracted to any third party, except upon the prior written consent of City which consent may be given, withheld or conditioned in the sole and absolute discretion of the City.

XV. BASE STATION/TERMINAL SHALL BE LOCATED IN CALIFORNIA

Contractor shall be subject to annual California Highway Patrol (CHP) Motor Carrier Safety Inspections for both its terminal and the vehicles used in the service operation. As such, Contractor shall be required to maintain its base station/terminal facilities, including dispatch, maintenance and storage of vehicles, in California, within the city limits of Needles.

XVI. CITY BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to City for a City business license, pay the applicable fee, and maintain said business license during the entire term of this Agreement.

XVII. ATTORNEY FEES

In the event either Party should breach the terms or conditions of this Agreement, and it should be necessary for either Party to commence litigation to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive its reasonable attorneys' fees and costs as determined by a court of competent jurisdiction located within the Needles District, San Bernardino County, State of California.

XVIII. DBE CONTRACT ASSURANCE

The following DBE Contract Assurance language shall supersede Section 17, Disadvantaged Business Enterprise (DBE) Contract Assurance (Pages RFP-20 & RFP-21), excluding the paragraph titled Prompt Payment and Return of Retainage, in the REISSUED Request for Proposals to Enter into Contract Services to Provide Operations of a Local Route Deviation Transit Services dated May 8, 2019. Awarding Agency as referenced below shall be defined as the City of Needles:

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the

STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

a. Withholding monthly progress payments;

b. Assessing sanctions;

c. Liquidated damages; and/or

d. Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 1%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

XIX. ENTIRE AGREEMENT

Agreement documents consist of: (i) this Agreement, including Exhibit A ("Scope of Services and Technical Specifications"); (ii) all documents submitted by Contractor with the Bid in Contractor's Proposal (the "Proposal"); and (iii) the Request for Proposals (the "RFP"), including any Addendum to the RFP.

The Order of Precedence of documents shall be: First – this Agreement; Second – Exhibit A to this Agreement, the Scope of Services and Technical Specifications; Third – the Proposal; and Fourth – the RFP, with any Addendum. Written modifications and amendments signed by both Parties will take precedence over documents listed above. Whenever any conflict appears in any portions of the Agreement, it shall be resolved by application of the Order of Precedence. All Agreement documents are incorporated herein by reference and made a part hereof. Any additional terms in the Contractor's Bid Proposal that are not in this Agreement, Request for Proposals and the Scope of Services and Technical Specifications for Needles Transit System other than as specifically authorized herein shall be of no force or effect.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement not contained herein shall be valid or binding.

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than Contractor and City. No other party other than Contractor and City, or their authorized successors or assigns, shall have any right or standing to enforce, or to pursue legal action to enforce, this Agreement.

XX. NOTICES

Any and all notices, writings, correspondence, etc. as required by this Agreement shall be directed to the Parties as follows and shall be sent by certified mail, return receipt requested or by nationally recognized courier service (Fed EX UPS) requiring the signature of the recipient:

CITY OF NEEDLES

City of Needles
Atten: Cheryl Sallis
817 Third Street
Needles, CA 92363

CONTRACTOR

Transportation Concepts
Atten:_____
12 Mauchly Building I
Irvine, CA 92618

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written.

CITY OF NEEDLES

_____

By: Mayor
Title

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

TRANSPORTATION CONCEPTS

_____

By: _____
Title

EXHIBIT A

SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS FOR AGREEMENT TO PROVIDE OPERATIONS OF TRANSIT SERVICE

1. DESCRIPTION OF SERVICE

The City of Needles has been providing a local route deviation transit service for the general public that provides service along a pre-established pattern with the ability to pick up or drop off passengers at specific locations upon request.

This service is operated weekdays (Monday – Friday) from 7:00 a.m. to 7:00 p.m. and on Saturday from 10:00 a.m. to 5:00 p.m. with six specified holidays in which service is not provided (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day). One twenty-one passenger bus equipped with an automatic wheelchair lift capable of carrying two wheelchairs and eighteen ambulatory passengers is utilized during the daily route service, with a minimum of one similar vehicle available as back up. The City owns and provides the vehicles used in the service.

The routing pattern consists of two routes within the City, with both routes originating in the downtown area (Broadway and 'G' Street). The two routes combined are approximately fifteen (15) miles in length. Both routes are covered within a one-hour frequency, with deviations from the route for customized pick-ups and drop-offs being provided on a space and time available basis. The deviations must be scheduled on the day of requested service by calling a dispatcher and requesting the deviation service.

Currently, the fare structure is one dollar thirty five cents ($1.35) for the base one-way fare ("per boarding"), with an additional sixty five cent (65¢) charge for the deviation service (or $2.00 for deviation service); and one dollar twenty five cents ($1.25) for the base one-way fare ("per boarding") for seniors (60+) and persons with disabilities (requires city-issued photo ID), with an additional sixty five cent (65¢) charge for the deviation service (or $1.90 for deviation service). Up to two children age five or younger may ride free with a fare-paying adult. It is estimated that the service will operate 3,424 Revenue Service Vehicle Hours per year. Average ridership over the past five fiscal years (2014-2018) has been 27,500 per fiscal year.

2. CITY RESPONSIBILITIES

The City shall be responsible for the following:

(a) Establishing service policy
(b) Providing the vehicles
(c) Providing bus stop signs at designated bus stops
(d) Developing the formats of reports required from the Contractor
(e) Marketing the service as deemed necessary and appropriate by the City
(f) Monitoring and evaluating the service

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following:

(a) Daily operation of the service
(b) Hiring, training and scheduling drivers
(c) Maintaining the vehicles
(d) Providing fuel, oil, lubricant, tires, etc. for complete proper safety and maintenance of the vehicles
(e) Completing and submitting all reports
(f) Collecting fares and depositing revenues with City
(g) Providing two-way mobile radio communication with buses to/from Contractor's base station/terminal
(h) Providing telephone service to receive deviation requests

4. PERFORMANCE MONITORING

The City reserves the right to monitor service performance through direct observation, evaluating reports, collecting rider surveys, and any other method deemed necessary and appropriate by City. The City will periodically make unannounced check rides using City supervisors, employees, consultants, contract personnel, or volunteers. Check rides may be for the purpose of evaluating Contractor's drivers, performance data, schedule conformance, collecting ridership data, equipment inspection, or for other such reasons as City may determine.

5. LIQUIDATED DAMAGES

The Contractor shall provide timely and reliable transit service which includes maintaining high trip completion levels and operating within the specific arrival and departure times. To encourage this, the Liquidated Damage clauses described below may, at the City's sole discretion, be implemented at any time during the term of this Agreement if service conditions warrant.

(a) Late Start Up – In the event the Contractor fails to commence transit operations on the date stated in Section II (Term of Agreement) of the basic Agreement, the Contractor shall pay to the City as liquidated damages Two Hundred Fifty Dollars ($250) for each service day delay. An adjustment to the starting date will be made for any delays that are clearly caused by the City or by any force majeure or other acts beyond the reasonable control of the Contractor.

(b) Missed Revenue Service Hours in excess of four-tenths of one percent (.4%) of scheduled revenue hours per month shall result in the Contractor paying to the City liquidated damages of Two Hundred Fifty Dollars ($250) for each instance of service missed in excess of thirty (30) minutes. A maximum of $1,000 may be deducted monthly.

(c) On-Time Performance below ninety percent (90%) of sampled runs per month shall result in the Contractor paying to the City liquidated damages of Two Hundred Fifty Dollars ($250) for that month. On-time is defined as not early and within five (5) minutes after the scheduled time, and on-time performance of ninety percent (90%) is the minimum level of acceptability.

(d) Customer Complaints, verified to have a basis in fact, received at a rate of eight (8) or more per 1,000 passenger trips for the calendar month shall result in the Contractor paying to the City liquidated damages of Two Hundred Fifty Dollars ($250) for that month.

(e) Defective Equipment – a vehicle operated for scheduled revenue service hours with a defective wheelchair lift, cracked windshield, inoperative safety devices, inoperative or malfunctioning heater/air conditioner, or other significant defects as determined by the City shall be considered as having not operated, and the Contractor shall not be paid the Revenue Vehicle Service Hours rate for that time the defective vehicle was operated.

(f) Uncleaned Vehicle – A vehicle operated for scheduled revenue service hours that is not cleaned prior to the commencement of the service day, as defined in the Maintenance Section, shall result in the Contractor paying to the City liquidated damages of One Hundred Dollars ($100) per occurrence.

(g) Inoperable Vehicles – In the event the vehicle(s) are removed from service by the California Highway Patrol, California Public Utilities Commission, or other authorized agency due to the Contractor's acts or failures to act, the Contractor shall pay to the City liquidated damages of Five Hundred Dollars ($500) per day for each service day canceled.

(h) Monthly Reports not submitted by Contractor to the City by the tenth of the following month shall result in the Contractor paying to the City liquidated damages of One Hundred Dollars ($100) per occurrence.

(i) The Parties hereto acknowledge and agree that the actual damages which would be suffered by the City in the event the Contractor acts or fails to act in the manner set forth in sections (a) through (h) above would be substantial but the amount of such damages would be difficult to ascertain due to the nature of this Agreement and the nature of such damages. Accordingly, the Parties, pursuant to applicable law, have determined to establish the provisions of this Section as and for the City's damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. Each of the Parties hereto specifically acknowledges agreement to the reasonableness thereof under the circumstances. City shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

6. PERSONNEL

All Contractor personnel shall be employees of the Contractor, and Contractor shall be solely responsible for payment of all employee wages and benefits. Contractor, without cost to City, shall faithfully comply with the requirements of all applicable state laws and enactments with respect to employees' liability, workers' compensation, unemployment insurance and other forms of social security, and with respect to withholding of income taxes at its source from wages of employees. Furthermore, Contractor shall indemnify and hold harmless City from any liability, damages, claims, costs, and expenses of whatever nature arising from alleged violation of such labor laws and enactments or from any claims or subrogation for such laws, enactments, or otherwise.

7. DRIVERS

All drivers shall be employees of the Contractor. Drivers shall be courteous and helpful to passengers, and shall be scheduled by the Contractor in a manner that insures a consistently high quality service. Additionally, drivers shall meet the following requirements and observe the following rules while on duty:

(a) Be at least twenty-one (21) years of age
(b) Possess a valid Commercial Driver's License, Class B, with Passenger Endorsement
(c) Have no more than three (3) moving violations or accidents within the preceding three-year period, have no convictions for driving under the influence, and have no failures to appear
(d) Carry an accurate timepiece reset to exact time at least weekly
(e) Speak, understand, and read the English language
(f) Wear a clean uniform with a photo identification badge visible to passengers
(g) Not eat, drink, or smoke aboard the vehicle at any time
(h) Avoid the use of boisterous or profane language or incivility to any person
(i) Be sensitive to passenger needs
(j) Be able to handle passenger comments, questions, complaints, and problems in a professional and courteous manner
(k) Not be under the influence of any narcotic, drug, intoxicant, or other restricted substance
(l) Keep the vehicle clean and sanitary during service
(m) Immediately report any vehicle problems or defects to his/her supervisor
(n) Use vehicles only in accordance with assigned duties
(o) Operate vehicle in a safe and efficient manner
(p) Not play music during service
(q) Not allow anyone to solicit on the vehicle
(r) Not allow any uncaged or unconfined animal, except service animals, on board the vehicle
(s) Refrain from speaking to any unauthorized individual regarding any accident
(t) Not accept any gratuities of any kind
(u) Keep accurate records of arrival and departure times, passengers embarking and disembarking, wheelchair bound passengers, and other pertinent data as required by City.
(v) Be able to effectively communicate over two-way radio systems
(w) Courteously assist passengers who are disabled or require special needs

8. PROJECT MANAGER

The Contractor shall designate a Project Manager, who shall be an employee of Contractor and oversee the operation of the transit service. The Project Manager shall be responsible for both the operational and financial duties of the Contractor in the performance of this Agreement. The Project Manager shall promptly report to City any operations problems, accidents, passenger complaints, and results of California Highway Patrol or California Public Utility Commission inspections. The Project Manager shall be named by the Contractor and provide the City with a telephone number at which the Project Manager can be immediately contacted during service hours.

9. TRAINING

The Contractor shall be responsible for the training of all its personnel regarding the performance of this Agreement.

In addition to ensuring that all drivers are properly State licensed, the Contractor shall include the following training for its drivers:

(a) Eight (8) hours of behind-the-wheel instruction in the service vehicles, including emergency and evacuation procedures.
(b) Four (4) hours of defensive driving training in accordance with a recognized training course such as that offered by the National Safety Council.
(c) Four (4) hours of sensitivity training, including assisting elderly, frail, vision-impaired, developmentally disabled, wheelchair-bound, and special-needs passengers. This aspect of training shall include operation of the wheelchair lift and the securing of wheelchair-bound passengers.
(d) A retraining program which will be required of all drivers involved in a preventable accident before being placed back on duty.
(e) An eight (8) hour advanced/refresher training program which shall be an annual requirement for all drivers in service. This program will include an overview of all elements contained in the training provided to new drivers.
(f) A program to train employees to provide timely and reasonable language assistance to limited English proficient (LEP) populations.

The Contractor must submit to the City evidence of and written certification of each driver's successful completion of all elements of the driver training program before the driver is assigned to operate the service covered under this Agreement.

The Contractor shall participate in the Department of Motor Vehicles Pull Notice Program and provide the City with the results of the notices on each driver used in the service.

The Contractor is encouraged to implement a driver incentive program to reward excellence in driving and customer service.

The Contractor shall submit a copy of its driver training program to the City for review and approval.

The City provides a dial-a-ride program for its senior and disabled residents. Due to the program's size and limited service, training opportunities for the drivers are very limited. Contractor will offer its training programs outlined above to the dial-a-ride drivers to the greatest extent possible and will provide City with prior notice when training sessions are scheduled. Contractor will provide City with written certification of each driver's successful completion of the driver training program(s).

10. VEHICLES

The City will provide, at a minimum, two paratransit buses for use in the performance of this Agreement. Each bus will seat eighteen front-facing ambulatory passengers and have two forward-facing wheelchair positions. Each bus will be equipped with a side-entry wheelchair lift that complies with the Americans with Disabilities Act, a front double-panel entry, a public address system, a lockable farebox, a heating and air conditioning system, a first aid kit, fire extinguishers, a triangle flare kit, power steering, power brakes, and a 7.3L gas-fueled engine.

11. MAINTENANCE

The Contractor shall at all times maintain all components of each vehicle, including body, frame, furnishings, paint, markings, mechanical, electrical, hydraulic, communication, safety, or other operating systems in proper working condition free from damage and malfunction. The Contractor shall employ preventive maintenance practices, and shall at a minimum, conform to the manufacturers' required maintenance schedules.

The Contractor shall perform interior and exterior vehicle cleaning on a regular and as-needed basis. The exterior of each operating vehicle shall be washed at least twice per week. The interior of each operating vehicle shall be swept, the seats vacuumed (or wiped down if vinyl), and interior windows cleaned prior to the commencement of each service day. The interior floor shall be wet-mopped or shampooed at least once per week. The interior of each vehicle shall be maintained free from roaches and other vermin at all times. Roach and vermin control products hazardous to passenger health and well-being shall not be used. Vehicle interiors shall be maintained free from engine exhaust fumes. Filters for the heating and air conditioning units shall be replaced at least monthly.

The Contractor shall maintain a log book listing the maintenance and cleaning functions performed, and such book shall be made available to City upon request. Contractor shall also include a monthly summary of maintenance functions performed in the Monthly Reports.

There shall be an annual California Highway Patrol (CHP) Terminal Inspection performed on the Contractor's facility yard and City shall be provided with a copy of such CHP Annual Inspection Report(s) within ten (10) days of Contractor's receipt of such Report(s).

12. WHEELCHAIR LIFTS

The Contractor shall maintain all wheelchair lifts and securement devices in full operating condition and ensure that wheelchair lifts are cycled twice daily: once prior to beginning the service day; and once again at the end of the service day. During all preventive maintenance inspections, the lift will be checked to ensure that it is capable of lifting six hundred (600) pounds. Failure of the lift to perform to specifications will be cause to remove that vehicle from service.

13. SUBCONTRACTING

The Contractor shall not subcontract any services provided under this Agreement without express written consent of the City.

14. FARE COLLECTION

The Contractor shall collect passenger fares on the buses. All fares shall be submitted to the City on the next business day following collection with a Daily Summary Report and Written Reconciliation (daily count vs. cash).

15. MARKETING AND CUSTOMER SERVICE

The Contractor's role in marketing and customer service shall include providing courteous drivers reasonably fluent in the English language and able to answer questions about the service schedule and route, operating the service safety and on schedule, and stock, distribute, and collect City marketing materials on the vehicle.

The City shall provide telephone information service, supply printed material, advertise the service through a variety of media as deemed necessary and appropriate by the City, and be responsible for liaison with all other transportation providers in the community. The City may request that the Contractor post notices and schedules in the vehicles, and assist with the distribution and collection of rider surveys.

16. REPORTING REQUIREMENTS

The Contractor will be required to submit reports to the City detailing the operations of the transit service, the format and frequency of all such reports to be determined by the City. The following are examples of some of the reports that may be required to be submitted:

(a) Daily Trip Reports shall list arrival and departure time and number of passenger boardings at each stop, total passengers and revenue for the day, number of wheelchair-bound, senior and disabled passengers, and the total of Revenue Service Vehicle Hours.

(b) Weekly Summary Reports shall be summaries or compilations of the Daily Trip Reports for that week, and include any unusual activities including vehicle failures or schedule completion problems. Weekly Summary Reports, along with the previous week's revenue, shall be submitted to the City on Monday or the City's first business day of the week following service.

(c) Road Service Call Reports shall detail any road service calls and in-service vehicle substitutions, and shall be attached to the Weekly Summary Report.

(d) Accident Report Forms shall describe the events, circumstances, and parties to an accident, and shall be submitted to the City via fax within four (4) hours of the accident. Contractor shall immediately notify City via telephone of any accident. A finalized Accident Form will be mailed to City within three (3) days of an accident.

(e) Passenger Comment/Complaint Forms shall be made available to customers to comment on the service. Copies of such forms submitted to Contractor, as well as the Contractor's response, shall be provided to City with the Weekly Summary Reports. The Contractor shall be responsible for informing the City of the results of investigations resulting from comments or complaints received.

(f) Monthly Reports shall provide a summary of all operations, including daily

ridership, revenues, Revenue Service Vehicle Hours, road service calls, accidents, inspections, vehicle maintenance, suggestions on improving service, and any other information that would assist City in providing a successful transit program to the community. Monthly Reports shall be attached to the preceding month's invoice and submitted to the City by the tenth (10th) of the following month.

In addition to the above paper reporting requirements, the City has been mandated to implement the TransTrack Internet-Based Reporting System and shall require the Contractor to input trip report and other required information into that System on a daily basis. The City shall have the option of eliminating the paper reporting at any time, at the City's sole discretion, and convert solely to the TransTrack Internet-Based Reporting System. In that event, Contractor shall be required to maintain, at a minimum, the daily trip reports for review and audit by the City.

In addition to the above reporting requirements, Contractor shall work with City to develop policies and procedures for community observations by Contractor's drivers which may include, but are not limited to, reporting of suspicious activities, accidents, damaged or missing bus stop or traffic signs, graffiti, etc.

17. RECORDS

The Contractor shall provide City access to its books, records, and facilities, at the City's request, to inspect, examine, or audit all work data, documents, and activities related to this Agreement. The Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles as required by the City's uniform system of accounts. All costs pertaining to this Agreement shall be carefully identified and kept segregated by the Contractor. All such items shall be made readily accessible to the City during the term of this Agreement, and for an additional period of four (4) years from the date of final payment by City upon expiration or termination of Agreement.

The City, State, and State Auditor General shall have access to any books, records, and documents of the Contractor that pertain to this Agreement for the purpose of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

18. SAFETY AND MAINTENANCE RECORDS

Upon request of City, Contractor shall provide complete records of the following:

(a) Contractor's summary company safety records for the past three (3) years
(b) Driver training procedures
(c) Department of Motor Vehicle's status reports on licenses of drivers and supervisors, including reports of moving violations and accidents
(d) Vehicle maintenance records

Failure of Contractor to provide the above records may be cause for the City to find the Contractor in default of the Agreement.

19. REVENUE HOURS

The term "revenue hours" shall be defined as Revenue Service Vehicle Hours (RSVH), in which the vehicles are operated for actual passenger transportation and for which fares are collected. This term does not include deadhead, storage, or inspection hours.

20. CHP/CPUC INSPECTIONS

The Contractor's Project Manager shall promptly notify the City of the results of all California Highway Patrol and (if relevant) California Public Utilities Commission primary and follow-up inspections and regulatory actions. City shall be provided with a copy of all written Inspection Report(s) within ten (10) days of Contractor's receipt of such Report(s).

21. CITY'S CONTACT REPRESENTATIVE

For the purposes of this Agreement, the City's primary contact will be Cheryl Sallis, Transit Services Manager, whose office is located at the City Administrative Offices, 817 Third Street, Needles, CA 92363, and whose telephone number is (760) 326-2113 ext 115.

22. AGREEMENT NOT EXCLUSIVE

This Agreement is not exclusive. The City reserves the right to contract for performance of services such as those described herein through other Contractors.

General Information provided for the benefit of the proposer:

a) Total ridership and revenue hours for the Needles Area Transit (NAT):

Fiscal Year	Passengers	Revenue Hours
2013-2014	31,161	3268
2014-2015	27,748	3268
2015-2016	27,244	3288
2016-2017	27,599	3292
2017-2018	23,780*	3419**

* Drop in ridership is attributable to the closure of a local 99¢ store in April 2018
** Increase in revenue hours is attributable to a three hour increase in Saturday service as of July 2017

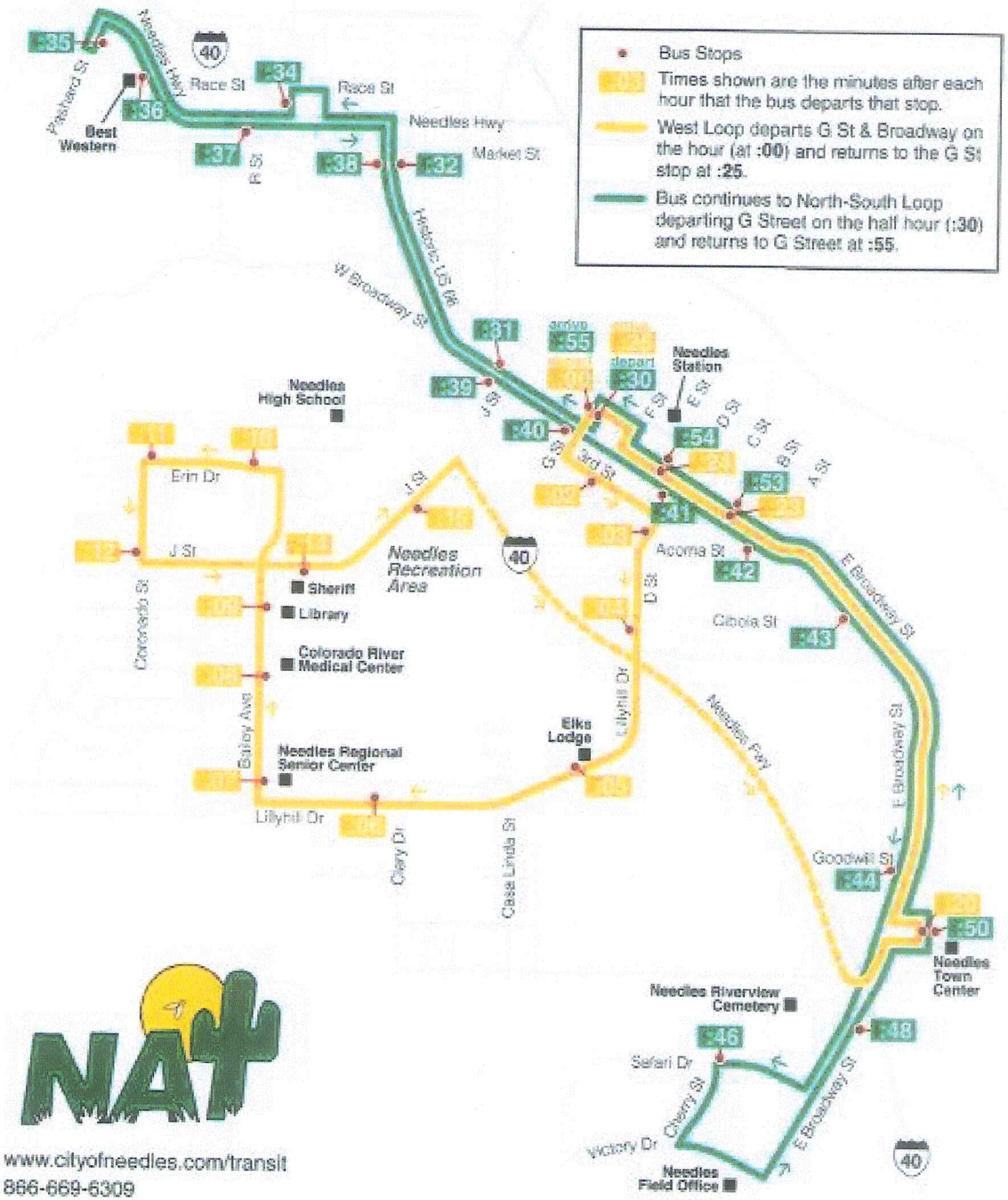
b) Vehicles provided by City and currently being used in the transit service include:

2018 Glaval 18 passenger bus – Chevrolet V-8 gas engine
mileage as of 02/01/19 = 13,075

2018 Glaval 18 passenger bus – Chevrolet V-8 gas engine
mileage as of 02/01/19 = 13,332

Backup unit: 2012 Elkhart 18 passenger bus – Ford V-10 gas engine
mileage as of 02/01/19 = 158,386

c) Route map and schedule on next page



Needles Loop Route

Service Operates:
Monday-Friday 7:00am to 6:55pm
Saturday 10:00am to 4:55pm

No service on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

Times shown are the minutes after each hour that the bus departs that stop.

Bus may arrive a few minutes late due to deviation service requests, but will not depart a stop before the time listed.

	Time	Location	Near or across from
West Loop	:00	depart G St at Broadway	Chamber of Commerce
	:02	Third St at F St	City Offices
	:03	D St btwn 3rd & Acoma	Vacant lot
	:04	D St at Cibola	Katie Hohstadt School
	:05	Lily Hill Dr at Elks Lodge	Elks Lodge
	:06	Lily Hill Dr at Clary Dr	Mesa Grande Apts
	:07	Bailey Ave at Lily Hill Dr	Senior Center
	:08	1401 Bailey Ave	Needles Hospital
	:09	1111 Bailey Ave	Needles Branch Library
	:10	Erin Dr at Bailey Ave	Vista Colorado School
	:11	Erin Dr at Coronado	Riverview Terrace
	:12	Coronado at J St	Buy Rite Market
	:14	J St at Civic Center	City/County Complex
	:15	J St at Hospitality Ln	Curbside@Dollar General
	:20	Needles Towne Center	Rite Aid
	:23	Broadway at B St	Hardware Express
	:24	Broadway at E St	Palo Verde College
	:25	arrive G St at Broadway	Chamber of Commerce
North-South Loop	:30	depart G St at Broadway	Chamber of Commerce
	:31	Broadway at J St	Between J & K Streets
	:32	Broadway at Market	Lube & Auto
	:34	G Street at Needles Hwy	Desert Mirage
	:35	Pashard St at Ndls Hwy	Carl's Jr
	:36	Needles Hwy at U St	Best Western
	:37	Needles Hwy at R St	Active Towing
	:38	Broadway at Market	Vacant lot
	:39	Broadway at J St	Between K St Hill & J St
	:40	Broadway at G St	Credit Union
	:41	Broadway at D St	Palo Verde College
	:42	Broadway at A St	Hardware Express
	:43	Broadway at Cibola	West of Intersection
	:44	Broadway at Goodwill	Phillips Construction
	:46	Safari Dr at Cherry St	Northwest side
	:48	Highway 95	Cemetery
	:50	Needles Towne Center	Rite Aid
	:53	Broadway at B St	Hardware Express
	:54	Broadway at E St	Palo Verde College
	:55	arrive G St at Broadway	Chamber of Commerce