



## AGREEMENT

THIS AGREEMENT is made this 20<sup>TH</sup> day of June, 2016, in the County of Los Angeles, State of California, by and between **COMPTON UNIFIED SCHOOL DISTRICT**, hereinafter called District, and **DURHAM SCHOOL SERVICES**, hereinafter called Contractor. The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties." With a principle place of business located at **4300 Weaver Parkway, Warrenville, IL**

### RECITALS

- A. District is contracting for Pupil Transportation Services – Home-To-School, Bid No. 16007 ("Contract").
- B. Contractor has been selected by the District to perform the services under the Contract in a manner consistent with the requirements of California Education Code section 39802.
- C. District desires that the Contractor perform the services under the Contract in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF SERVICE.** The Contractor shall perform within the time stipulated the requirements and obligations of this Agreement as herein defined, and shall provide all labor, services, materials (including vehicles) in connection with the following titled project:

### **ADVERTISED BID 16007 PUPIL TRANSPORTATION SERVICES H-T-S**

IT IS THE DUTY OF THE Contractor to complete the service covered by this Agreement in exact accordance with the approved bid, standard terms and conditions, special terms and conditions, and other Contract Documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the District, employee or representative, unless such act or omission actually and solely prevents the Contractor from fully complying with the requirements of this Agreement, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the requirements of this Agreement. Such protest shall not be effective unless reduced to writing and filed with the District within ten (10) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the requirements of this Agreement.

**ARTICLE 2 – TERM OF AGREEMENT.** The services provided hereunder shall commence on August 15, 2016, and shall terminate on June 30, 2019 (“Term”). The Term may be extended upon mutual consent of District and Contractor for an additional two terms of one (1) year each (“Additional Terms”) in accordance with the same terms and conditions agreed to herein by District and Contractor, as modified from time to time, and consistent with the provisions contained in Education Code section 39803(a).

**ARTICLE 3 - CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the requirements and obligations of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the amounts of the Contract Price of **Six Million, Two Seventy Thousand, Seven Hundred One Dollars (\$6,270,701.00) and No Cents per year** calculated at the rates set forth in the Bid Form. Payments shall be made after services are rendered and within thirty (30) days of District’s receipt of Contractor’s proper and accurate invoice.

**ARTICLE 4 - HOLD HARMLESS AGREEMENT.** The Contractor agrees to and does hereby indemnify and hold harmless the District, its officials, officers, agents, employees, and representatives from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for under this Contract, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officials, officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered under this Contract, whether said injury of damage occurs either on or off District property, except for injuries and losses arising from the sole negligence or willful misconduct of the District, its officials, officers, employees, agents or independent contractors who are directly employed by the District.

The Contractor, at its own expense, cost, and risk, shall defend, with counsel of District’s choosing, any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officials, officers, agents, employees, or representatives on any such claim, demand or liability, and shall pay or satisfy any judgment, award, or decree that may be rendered against the District, its officials, officers, agents, employees, or representatives in any action, suit or other proceedings as a result thereof. Contractor shall reimburse District, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs, including attorneys’ fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**ARTICLE 5 - PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 6 - COMPONENT PARTS OF THE AGREEMENT.** This Agreement consists of the following documents, hereinbefore and hereinafter Contract Documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto:

Notice to Bidders  
Invitation  
Instructions to Bidders  
Standard Terms and Conditions  
Special Terms and Conditions  
Bidder's Questionnaire  
Bid Forms & Pricing  
Sample and Required Forms including:  
    Agreement  
    Performance Bond  
    Bid Bond  
    Contractor's Certificate Regarding Workers' Compensation  
    Non-Collusion Affidavit  
    Drug-Free Workplace Certification  
Exhibits A-C  
Addenda Nos.   1 & 2  , as issued.

All of the above-named Contract Documents are intended to be complementary. Services required by one of the above-named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 7 – ENTIRE AGREEMENT.** This Agreement, together with the related Contract Documents, constitutes the entire agreement between the Parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by both Parties. Nothing contained in this Agreement is intended to benefit any third party.

**ARTICLE 8 – EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract to include:

- **EXHIBIT “D” – SPECIAL TERMS AND CONDITIONS FOR SPECIAL EDUCATION STUDENTS WITH IEP**
- **SPECIAL TERMS AND CONDITIONS**
- **COPY OF BID PRICING FORMS SUBMITTED BY DURHAM SCHOOL SERVICES**

**ARTICLE 9 – EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed part of this Agreement.

**ARTICLE 10 – BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

**ARTICLE 11 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Los Angeles.

**ARTICLE 12 – AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

**ARTICLE 13 – ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

**ARTICLE 14 – WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE 15 - PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 16 – AUTHORITY TO EXECUTE.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

**CONTRACTOR**

Durham School Services, L.P.

By [Signature]  
Authorized Officer or Agent

Name/Title Gary Waits

Date 8/18/16

Address 4300 Weaver Parkway  
Worrenville, IL 60555

Phone (630) 821-5400

Fax (800) 318-3227

Federal Tax ID 95-3320487

License No. \_\_\_\_\_

**DISTRICT**

**COMPTON UNIFIED SCHOOL DISTRICT**

By [Signature]  
Alejandro Alvarez, Deputy Superintendent  
Business Services & CAO of Business  
Services

Date 8-31-16

(CORPORATE SEAL)

## ***EXHIBIT “D”***

### ***SPECIAL TERMS AND CONDITIONS FOR SPECIAL EDUCATION STUDENTS WITH IEP***

- a) Door to Door Transportation Service for **ALL** students participating in a special education program as outlined on their IEP.
- b) Wheel Chair Bus access available as needed. (Currently there are 39 students using wheelchairs at 12 different sites.)
- c) Air Conditioned buses available as needed for students with verified health needs.
- d) Bus Aides will provided by the Office of Special Education (OSE) based on student needs.
- e) Car seats and harness are provided by the Transportation Company as needed.
- f) Routing service provided by Transportation Company. Each route must have at least ten (10) students on board.
- g) Routing service provided by Transportation Company. Each route must have at least ten (10) students on board.
- h) Any additional routes will must be verified by an OSE Administrator.
- i) OSE verifies routes and ridership with Transportation Company.
- j) Costs calculated are by route. Fiscal Services Department processes monthly invoices +
- k) CUSD Office of Special Education Staff **MUST HAVE** access to Transportation Company Supervisory Staff from 7:30 a.m. - 5:30 p.m. daily when school is in session.
- l) Bus Driver Training provided in collaboration with the Transportation Company and with CUSD Office of Special Education Staff at least twice a year.
- m) LACOE routes 120 students (AM routes = 14 and PM routes = 14 )

# SPECIAL TERMS AND CONDITIONS

1. **Term of Contract/ Execution of Agreement:** Service shall commence after Board approval and fully executed documents have been signed by Contractor and District. It is anticipated that the services will be provided during the period of August 2016 through June 30, 2019. The term of the Contract shall be for approximately three (3) years with the option to renew annually up to two (2) additional years. The Contractor and District agree that the services provided hereunder may be renewed, by mutual consent, for the maximum time allowed by the law. In no case shall the Contract extend for more than five (5) years. Contractor shall return the signed Agreement to the District's Purchasing/Contracts Department within five (5) days of the date Contractor is awarded the Contract.
2. **Name and Nature of Legal Entity:** Contractor may, upon request by the District, be required to furnish a letter of organization at the time of execution of the Agreement setting forth the firm members or officers and those persons authorized to sign legal documents.
3. **Assignment of Agreement:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations.
4. **Permits, Licenses, Laws and Regulations:**
  - a. Contractor shall secure and maintain in force during the entire term of the Agreement such licenses and permits as required by law for furnishing the transportation services herein specified.
  - b. Contractor shall comply with and observe all applicable federal, state and local laws applicable to the transportation of students, all provisions of the California Vehicle Code, all directives and regulations of the California State Board of Education, the California Highway Patrol, the Governing Board of the Compton Unified School District, and any other laws, rules or regulations applicable to the transportation of students.
  - c. Fingerprinting: Contractor will provide a written statement certifying that all employees that will provide service to the District have been fingerprinted, that such fingerprints have been sent to the California Department of Justice for review and comments, and that none of the employees providing service to District have been convicted of a felony.
5. **Equipment and Labor:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the District. **See Special Instructions for Special Educational Students With IEP - Exhibit "D".**
  - a. Contractor will be required to furnish equipment or labor for special needs pupils as directed by the District.
  - b. Contractor will be required to provide live tracking of all vehicles transporting District students.
  - c. Contractor shall utilize as many energy efficient, low emission, vehicles as possible.

5. **Default by Contractor:** District shall hold Contractor responsible for any damages which may be sustained because of the failure or neglect of Contractor to comply with any term or condition listed herein, it being specifically provided and agreed that time is of the essence in the performance of the Contract.
6. **Force Majeure Clause:** The parties to the Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing the services by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of material products, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that if satisfactorily established, that the non-performance is not due to the fault or neglect of the party not performing.
7. **Safety and Security:** Contractor shall observe all requirements of California laws and regulations governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students. Route times shall be scheduled by mutual agreement. Contractor shall conduct Emergency Exit Drills with all drivers under this Contract. These drills shall be conducted during field trips and activities where buses are provided as well as annually each October during School Bus Safety month, or as otherwise specified herein.
8. **Insurance Requirements:** Contractor shall maintain insurance adequate to protect it from claims that may arise from operation under the Contract. Contractor shall be required to file the insurance documents with the Superintendent. Failure to furnish such certificates of insurance may be considered default by Contractor.
  - a. **Public Liability Insurance:** Contractor shall obtain, at its own expense, and keep in force during the term of the Contract, including any renewal term(s), Public Liability Insurance as will protect Contractor from any claims for damages for personal injury, including death, and damage to property that may arise from transportation services and operations under the Contract. Such liability insurance shall be maintained in the following minimum limits:
    - i. Per occurrence: Combined Single Limits of ten million dollars (\$10,000,000), or one million (\$1,000,000) per person, twenty million (\$20,000,000) per accident, with no annual aggregate limit. Property damage limits shall be ten million (\$10,000,000) per loss.
    - ii. The Compton Unified School District and its elected officials, employees and agents shall be named additional insured for all liability arising from operations by or on behalf of the named insured, and this policy protects the additional insured against liability for bodily injuries, death, or property damage or destruction arising in any respect directly or indirectly in the performance of this Contract.
    - iii. The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss, excepting only for such injury or harm as may be caused solely and exclusively by District's fault or negligence.
    - iv. The copies of the certificates of insurance shall be provided to District and shall include a thirty (30) day cancellation clause guaranteeing that the District will be notified in writing of any cancellation of, or change in, the policy(ies), and shall be issued by an insurance carrier satisfactory to



District, and legally authorized to perform transactions in the business of insurance within the State of California.

- b. Workers Compensation Insurance: Contractor shall maintain such insurance as will protect Contractor from claims under the Worker's Compensation Act, which may arise from operations/services under this Contract, as specified by the State of California. The policy shall provide for notification by the carrier to the District at least thirty (30) calendar days prior to cancellation, failure to renew, or other termination. A certificate evidencing this coverage and notice to the District shall be filed with the District no later than ten (10) calendar days after the date of the Notice of Award.
9. **Dispute Resolution:** Should any questions arise as to the terms and conditions of this Contract, the matter shall be submitted to one person selected by District and one selected by Contractor for resolution. If the persons so selected are unable to agree upon a resolution with fifteen (15) calendar days following such a selection and appointment, then the dispute shall be submitted to the Superintendent for District and the President for Contractor. If the matter cannot be resolved within fifteen (15) calendar days following its submission to the Superintendent for District and President for Contractor, the parties agree to attempt to settle the dispute in an amicable matter by mediation.

Any dispute not resolved by mediation may be referred, by mutual agreement of the parties, to binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. If the parties do not agree to take the dispute to arbitration, the dispute may be brought by either party for a judicial decision. Any judicial action, suit, or proceeding related to or arising from this Contract shall be filed in the Los Angeles County Superior Court

Contractor agrees to proceed with all services ordered by the District pursuant to this Contract pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Contract, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Contract pending the outcome of any claim, dispute, mediation, or arbitration. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

10. **Performance Bond:** Contractor shall furnish the District with a satisfactory Performance Bond representing one hundred percent (100%) of the annual amount of the Contract to guarantee the faithful performance of the Contract. The bond shall be for the term of the Contract and be renewed annually. The Performance Bond shall be approved as to surety and as to form. The Contractor will furnish the Performance Bond to the District for review and approval no later than ten (10) days after Notice of Award, which shall be attached to and returned with the execution of the Agreement.
11. **Dispatch:** Contractor shall ensure that:
  - a. An appropriate size and type of bus is assigned to each route each day.
  - b. The bus assigned to each route is in compliance with legal and contractually prescribed maintenance requirements.
  - c. All routes are assigned to drivers who are available to drive.

- d. All routes are assigned to drivers who possess all endorsements, credentials, and qualifications necessary to drive and otherwise operate the type of bus assigned (e.g., manual transmission, dual air brakes and lifts).
12. **Bus Schedules:** District shall schedule all routes in keeping with safety to school children. The Contractor shall notify the Deputy Superintendent/CAO of Business and Administrative Services if routes provided by the District average less than 10 students per route. Within the first week of school, a map showing all bus stops shall be supplied from the District's Office and updated as necessary. The District reserves the right to change the number and location of such stops during the school year as long as the number and location of such changes are reasonable in light of the bus route schedule adopted by Contractor and the District at the beginning of each school year. At any time during the term of the Agreement, Contractor shall include a schedule of evacuation drills for each route to take place during the first two weeks of school.

Contractor will deliver all passengers to such points on the school grounds as the District may, from time-to-time, designate, and shall remove all students from the grounds for return to their home, or other approved addresses, in accordance with the transportation schedules and routes set up by the District.

**The Contractor shall not permit more passengers to occupy buses than there are seats available, and while vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever.**

- a. Buses shall be optimally scheduled to arrive at school no earlier than ten (10) minutes and not later than five (5) minutes prior to the start of class sessions, and pupils shall be picked up at school for the return trip home no later than ten (10) minutes after the close of class sessions. No bus rider shall be picked up before 6:00 a.m. nor delivered to the rider's bus stops later than 4:30 p.m. except with prior written approval by the District. In no case will a student be in transit in excess of (60) minutes, except upon approval of the District.
  - b. Children are not to be transferred to another bus going to or coming from school, except in case of emergency or breakdown, or unless the approved bus route provides for calls for such transfer on school property
  - c. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.
  - d. Bus routes shall have at least an average of ten (10) students per route, unless otherwise authorized by the District.
13. **Inspection and Maintenance of Buses:** Contractor shall keep and maintain all buses in good operating and running condition, and in a clean and sanitary condition, and in order to insure the same, Contractor will make the buses available in Contractor's garage for inspection by the District for a minimum of two inspections annually. The District may inspect bus vehicles at any time to ensure that all buses meet Contract standards. Inspection will be conducted at a specific school during a regular run. Dates and times of such inspection will not be posted in advance.
14. **Certification of Buses:** All buses shall be properly certified by the California Highway Patrol, and meet all requirements of applicable federal and state law including, but not limited to, the California Code of Regulations, Titles V and XIII, and the California Vehicle Code. Contractor shall furnish to the District or its designee certificates of

compliance and copies of California Highway Patrol inspections certifying that all buses furnished under the Contract are in compliance with said provisions of the Vehicle Code and the Regulations of the State Board of Education.

15. **Mandated Modification of Equipment:** Contractor, upon written notice and prior approval by the District, shall make any installation or modification of equipment required by a change in law or regulation or directed by the District. The cost of all installations and modifications required by law or regulation shall be the sole responsibility of the Contractor. The cost of all other installations or modifications required by the District shall be itemized and any cost to the District indicated on the Bid form.
  
16. **Driver Qualifications:** Contractor shall provide qualified drivers for each vehicle in service under this Contract, trained and licensed in accordance with the California laws, rules and regulations governing the operation of school transportation vehicles, and experienced with the regulations, handling and supervision of pupils. All drivers shall have had CPR Training and First Aid Training and shall hold current First Aid Certificates and CPR Certificates issued by the American Red Cross. All drivers must be school bus certified and Contractor shall provide proof of such certification to the District.
  - a. The responsibility for hiring and discharging personnel performing services under this Contract shall rest entirely upon the Contractor, and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with Contractor's ability to comply to the full extent of the Contract and the requirements contained herein. Contractor further agrees that the District shall have the right to require the Contractor to remove from service under this Contract any driver or other personnel who, in the sole discretion of the District, does not meet the District's safety or professional standards.
  
  - b. The Contractor shall not assign for service under the Contract any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward pupils or other persons. No driver with a pending charge of driving under the influence (Vehicle Code Section 23512, subdivisions (a) or (b)) or reckless driving (Vehicle Code 23103 or 23104) shall be permitted to drive under this Contract.
  
  - c. The Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times other drivers are to be assigned to the regular route is in the event of illness, resignation, suspension or dismissal of the regular driver. The Contractor understands that this item is of essence to the Contract.
  
  - d. All contracted bus drivers, bus attendants and staff must be able to understand and communicate clearly to all District staff, students and parents. In addition, all drivers shall be well groomed and shall wear a photo identification badge, No profanity is to be used at anytime. Every driver shall carry a timepiece and a Los Angeles County map book at all times.
  
  - e. Each school bus driver employed by the Contractor to provide service to the District shall be in good health. Each driver, or any other employee or agent of Contractor who may come into contact with District students, shall have a chest x-ray or skin test indicating the driver is free from tuberculosis prior to driving a

school bus in service of the District. Chest x-rays or skin tests shall be required every four (4) years at the Contractor's expense. This requirement shall be consistent with the requirements for school employees as specified in California Education Code section 49406. The Contractor shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the District.

- f. Each driver shall contact the Contractor's dispatcher immediately upon determination that the bus will be late delivering students. Dispatch shall immediately notify the District's Transportation Department as to the reason for, and the extent of, the late delivery.
17. **Unauthorized Personnel:** All unauthorized personnel on buses must be previously approved by the District in writing.
  18. **Tobacco Products:** The use of tobacco products of any kind is forbidden on vehicles or on property owned or leased by the District, whether passengers are on the vehicle or not. The restriction applies to students, aides, drivers, District or Contractor management staff, employees, and maintenance staff.
  19. **Alcohol and Controlled Substances:** The Contractor shall comply with Code of Federal Regulations, Title 49, Volume 4, Part 382, Subpart F, Section 382.601, which requires the Contractor to:
    - a. Adopt a policy on the misuse of alcohol and controlled substances.
    - b. Provide to each driver educational materials that explain the requirements of Part 382 and the Contractor's policies and procedures with respect to meeting these requirements.
      - a. Obtain a certificate of receipt from each such driver evidencing that he or she has received a copy of the foregoing material.
      - b. Prior to the commencement of the school year, the Contractor shall provide to the District copies of all such certificates from the drivers who have been assigned by the Contractor to perform services under the Contract.
  20. **Use of Cell Phones:** Drivers shall not use cell phones on vehicles while the vehicle is in motion or at such time when the use of such devices would interfere with work duties or the needs of the pupils.
  21. **Use and Handling of Confidential Records and Information:** To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this Contract, or as the District may authorize in writing; (3) not use the confidential materials for any purpose not related to the performance of this Contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "Confidential materials" shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this Contract.

22. **Pupil Conduct:** The Contractor shall recognize its responsibility to the District for the maintenance of proper pupil conduct as an inherent factor to the safety of all persons aboard a school bus. **The driver is to be the reporting party only and is not to perform acts of discipline.** The following guidelines (among others) shall be followed by drivers employed by the Contractor for purposes of maintaining acceptable pupil discipline.
- a. Bus drivers have responsibility for maintaining proper conduct on their bus. Grade requirements for students on buses include:
    1. K thru 8<sup>th</sup> grade
    2. 9<sup>th</sup> thru 12<sup>th</sup> grade
    3. Special Education students based on disability
  - b. Bus drivers shall notify the District of pupil behavior problems by means of a written, dated citation identifying the pupil and describing the behavior. The report shall be turned in the report to the District no later than the following day. The driver shall give the citation to the site principal as soon as possible but no later than twenty-four (24) hours after the incident.
  - c. School personnel will counsel the pupil and, as appropriate, the parent to try to resolve the behavior problems. Disciplinary action as a result of misbehavior on the bus shall be determined and administered by the District only.
23. **Independent Contractor:** It is understood and agreed that the Contractor is an independent contractor and is not an officer, agent, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it, or any of its officers, employees, or agents are employees of the District.
24. **Extension Routes / Special Trips:** By notification in writing to the Contractor, the District may require the Contractor to provide extension routes or runs and special trips for the proposed mileage rate and stand-by hourly rate.
25. **Credit for Reduction in Mileage:** The Contractor agrees to give credit for reduction in mileage on established routes based on the proposed mileage rate.
26. **Adjustment of Rates:** Compensation for all services provided under the terms of this Contract shall be subject to adjustment annually. In the event the Contractor proposes to increase or decrease the rates for the transportation services as specified herein, the Contractor shall provide the District with a written proposal on or before April 1, of each year the Contract is in force. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), U.S. All Items for the period July 1 through June 30, of the then current year. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make adjustments as deemed by the District to be reasonable and fair. The adjusted rate shall be effective the first day of school of the following year. Any such adjustment shall not result in an increase greater than three percent (3%) annually.
27. **Stand-by Buses and Drivers:** The Contractor shall keep ample stand-by equipment and drivers available (equal to at least 10% of buses and drivers in regular service but not less than one bus of each type necessary to meet the District's day-to-day transportation needs and at least one driver qualified to operate such buses) to assure

that uninterrupted service can be provided in the event of mechanical breakdown or driver absenteeism. Stand-by buses and drivers shall meet the same requirements as buses and drivers assigned to regular runs.

28. **Cancellation of Scheduled Routes and Extra Curricular Trips:**

- a. The District shall not be obligated to accept or pay for any transportation service herein agreed to be furnished by the Contractor on those days when the District cancels any schedule route, provided the District notifies the Contractor at least thirty (30) minutes before the time of the first scheduled student pick-up.
- b. In the event that an authorized District employee schedules an "add-on" bus trip, notice of cancellation must be received by the Contractor not less than 12 hours in advance or the District will be obligated to pay a \$100.00 cancellation fee, provided, however, that the cancellation fee will be waived if cancellation was due to an act of God, including weather, road hazards or closures or cancellations by the Contractor.
- c. **Unscheduled Closing of Schools:** The District shall not be obligated to accept or pay for any transportation service herein agreed to be furnished by the Contractor, on those days when, by direction of the Superintendent or designee of the District's schools are closed to insure the health or safety of the students, or for any other lawful reason.

29. **Dry Runs:** Prior to the beginning of each new school year and/or extended session, the Contractor shall conduct a dry run for each route with the assigned driver and a driver orientation for all drivers assigned to perform services under this Contract. The driver orientation shall include, but will not be limited to pupil management and safety, establishing and maintaining appropriate relationships with school personnel and the general public, maintaining appropriate pupil conduct on the school bus, sexual harassment and other pertinent safety information. The cost of said dry-runs and driver orientation shall be borne by the Contractor.

30. **Liquidated Damages:** From the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damages and the resulting loss to the District, if any, which may result from failure on the part of the Contractor to perform any of its obligations hereunder. This liability shall be incurred on a per-incident basis, and will apply to each early, late or missed trip or route segment, or in instances in which it is necessary for the District to provide service or any instance where the Contractor fails to comply with any term or condition of this Contract. The District will document necessary information for all liquidated damages. A copy of this report will be provided to the Contractor.

- a. **Early, late, and missed runs:** For purposes of assessing charges under this section, a "trip" shall mean the picking up of pupils at their homes or bus stops and delivering them to their school or other designated location, or the picking up of pupils at their schools and returning them to their homes, bus stops or other designated location. Any bus that arrives fifteen (15) minutes early or late to a destination be it school, home, bus stop or other designated location, shall be deemed to have missed a trip.

- b. Each day a bus misses a trip, the pro-rata cost of the trip, calculated as a percentage of the Minimum Daily Charge (Base Rate) for the bus, shall be assessed against the Contractor.
- i. 
$$\frac{\text{\# of Trips Missed} \times \text{Minimum Daily Charge (Base Rate)}}{\text{\# of Trips Scheduled/Day}}$$
- c. In addition, for each morning, mid-day, or afternoon trip missed a charge of one hundred dollars (\$100) per trip per day shall be assessed against the Contractor.
- d. Number of Pupils Not Transported. For each pupil that the Contractor fails to transport, as set forth in the route(s) and schedule(s), by reason of Contractor negligence/error, a charge of five hundred dollars (\$500) per pupil per day shall be assessed against the Contractor. In addition, all costs incurred by the District to transport such pupil(s) that the Contractor failed to transport shall be assessed against the Contractor.
- e. Failure to Report. Except as provided in subsection (g) , for each failure to maintain records or make reports as required under the Contract a charge of one hundred fifty dollars (\$150) shall be assessed against the Contractor.
- f. Failure to Equip Buses Properly. For each failure to equip every bus scheduled to provide services under this Contract with all equipment required hereunder, a charge of fifty dollars (\$50) per day multiplied by the number of buses scheduled to provide service under this Contract shall be assessed against the Contractor until all buses are equipped properly.
- g. Accidents/Injuries. For each failure to provide a timely verbal or written report to the District of a school bus accident involving an injury, as required under the Contract, a charge of five hundred dollars (\$500) shall be assessed against the Contractor.
31. **Records and Accident Reports:** The Contractor shall be required to provide those reports deemed necessary by the District for proper knowledge of, and evaluation of, the transportation services provided to the District, including information necessary to enable the District to apply to the State Department of Education for reimbursement for student transportation. For this purpose the relevant portions of the Education Code and rules and regulations adopted by the State Department of Education from time to time shall be part of this Contract. Contractor shall give copies of all accident reports to the District within twenty-four (24) hours of the accident. **In the event of injury or death, the Contractor shall immediately notify the District.**
- a. **Accident Reports:** All accidents or incidents involving District pupils, personnel, and equipment shall be **verbally reported immediately** to the **District Superintendent's office**. Contractor shall submit a written report to the **District Superintendent & Transportation Department** within twenty-four (24) hours after the accident or incident. Accident reports shall make clear or provide at a minimum the following:
1. Number of pupils on board at the time of the accident/incident;
  2. The names of any pupils injured, if any, and the apparent nature/severity of the injury;

3. The date and time of the accident/incident;
  4. The route number, driver's name, location of accident/incident, involvement of other vehicles, and nature and extent of any property damage;
  5. Contractor's assessment of chargeability;
  6. Reports completed by the Contractor's management and by the drivers; and
  7. Any reports obtained from the California Highway Patrol or from any other law enforcement agency.
- b. Route Driver Assignments: A list, continually updated, of routes and names of drivers assigned to those routes. In addition, the Contractor shall provide a daily report of all routes covered by substitute drivers.
  - c. Pupil Citations: Copies of pupil bus citations.
  - d. Complaints: Weekly written reports on the disposition of all complaints regarding the services provided by the Contractor, whether they are received in writing, over the phone, or listed on the daily-liquidated damage report.
  - e. Other reports or studies as requested by the District or required by law
32. **Contractor Records and Reports**: Upon the District's request, the Contractor agrees to provide the District with periodic reports including, but not limited to, the following:
- a. Monthly reports and all late or missed trips, detailing the cause of problem and corrective action taken.
  - b. Notification of hazards or obstacles observed by the Contractor's personnel along routes and schedules provided by the District.
  - c. Copies of all trips records showing schedules, number, type or trip, number of pupils carried, time of trip and miles traveled.
  - d. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on all buses used by the Contractor under this Contract.
  - e. Monthly report of buses receiving preventative maintenance service.
  - f. Monthly report of buses receiving minor repairs by classification.
  - g. Monthly report of buses receiving major repairs by classification.
  - h. Access to bus operational and maintenance cost reports.
  - i. Monthly summary report of trips, other than standard home-to-school transportation, showing bus number, school, elapsed time, mileage, authorization, number and cost.
33. **Invoices and Payments**: On a monthly basis, the Contractor shall submit an original invoice and one copy to the District Office for services performed the preceding month.



Subject to acceptance and approval by the District, payment for such services will be made after services are rendered and within thirty (30) days of District's receipt of Contractor's proper and accurate invoice.

Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice, unless the Contractor or its assignee files a claim for error or omission within ninety (90) days from the date of such invoice. Deduction shall be made from the Contractor's payment for failure to provide any portion of the services required under the terms of this Contract, including the assessment of any applicable liquidated damages.

34. **Compliance with Applicable Laws:** The transportation services provided by the Contractor must meet the approval of the District and shall be subject to the District's general right of inspection to secure satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or in the future become applicable to the Contractor, the Contractor's business, services, buses, equipment and personnel engaged in services covered by this Contract or accruing out of the performance of such services.
35. **Governing Laws:** The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Los Angeles County, California.
36. **Service Adjustments / Number of Vehicles:** The District reserves the right during the Contract term to order the services of **MORE** or **FEWER** bus vehicles, each with a driver, than the estimated numbers specified herein and to revise the numbers of pupils assigned to each bus vehicle and the schools to be served as conditions require. In the event the number is reduced, the oldest buses of the sizes involved shall be retired from service. If the number is increased, the additional charges shall be those reflected in the basic agreement rates. When additional bus vehicles are requested, the Contractor shall secure that number of additional vehicles within a thirty (30) day period.
37. **Waiver of Breach:** The waiver by the District of a breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or waiver of any subsequent breach of the same such term, covenant, or condition.
38. **Special Activity Trips:** From time to time, various school groups, athletic teams and others may require other than home-to-school transportation services. Such services will be on an as-needed basis pursuant to rate bid for special activity trips and are to be scheduled only through the District's Transportation Department and under a separate agreement.
39. **Notice to Parties:**

**DISTRICT**  
Compton Unified School District  
Purchasing/Contract/Reprographics Dept.  
501 S. Santa Fe Avenue  
Compton, Ca 90221

**CONTRACTOR**  
See address specified in Agreement.

40. **Termination:**

- a. **Termination for Cause:** Should the Contractor fail to comply with any of the terms or condition set forth in this Contract, or should the District determine that the Contractor is in any way unfit, unqualified, or unable to perform the transportation needs of the District under the Contract, the District may terminate this Contract for cause upon thirty (30) days written notice to the Contractor. Notwithstanding any other provision of the Contract, in the event of any breach of the insurance requirements included herein, the District may immediately declare a breach and terminate the Contract for cause. The Contractor shall not receive termination fees for termination pursuant to this provision. In the event of such termination, the District may secure replacement services by agreement with another bidder or by any other method the District deems advisable for the remainder of the Contract term, consistent with applicable law. If the cost of replacement services exceeds the cost under this Contract, the excess costs shall be at the expense of the Contractor and/or its sureties. The remedies hereunder shall be in addition to any other remedies available to the District in law or equity.
  
- b. **Termination Without Cause:** The District shall have the option to terminate the Contract as of the anniversary date of each Contract year. In the event of such termination, the only liability of the District for such termination shall be the termination fee, if any, as set forth in the Contractor's Bid Form. The District may exercise this option by mailing written notice, postage prepaid, registered or certified, to the Contractor at least sixty (60) days prior to the anniversary date on which the termination will be effective.
  
- c. **Termination for Non-Funding:** Notwithstanding any of the foregoing provisions, if, for any fiscal year of the Contract, the Governing Board fails to appropriate or allocate funds for future fiscal year periodic payments under the Contract, the Governing Board will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Contract upon mailing written notice, postage prepaid and registered or certified, to the other party.

**END OF SPECIAL TERMS AND CONDITIONS**

# BID FORM PRICING

TO BE COMPLETED BY BIDDER

## HOME TO SCHOOL PUPIL TRANSPORTATION

Transportation of students to/from school is required for 180 days during the regular school term. Item 1 shall include rates for the regular school year for Home to School services. Excess hourly rate will be paid based upon the rate quoted rounded to the nearest quarter hour. Excess hours may be reached due to mid-day or other additional runs that occur in addition to the normal home to school service. The District shall only pay for the required size of bus. The average load count of each route shall determine the bus size. The District shall only pay for the size of bus needed to accommodate the number of students. The largest load count on a route that is a paired route shall dictate the size of bus.

**1. HOME TO SCHOOL TRANSPORTATION (REGULAR AND SPECIAL EDUCATION)**

THE DISTRICT HAS A NEED FOR APPROXIMATELY 16 BUS ROUTES WHICH SHALL BE SUBJECT TO INCREASE/DECREASE BASED ON DEMAND.

<u>BUS SIZE</u>	<u>ESTIMATED QUANTITY CURRENT # NEEDED</u>	<u>2016/2017 COST PER DAY PER BUS &amp; EXCESS HOURLY FOR FOUR HOURS OF SERVICE &amp; EXCESS RATE</u>	
20 — 30 Passenger	1 BUS	DAILY RATE: \$ <u>321.59</u>	<u>\$50.00</u>
31 — 50 Passenger	1 BUS	DAILY RATE: \$ <u>387.29</u>	<u>\$61.41</u>
51 — 70 Passenger	1 BUS	DAILY RATE: \$ <u>387.29</u>	<u>\$61.41</u>
71 -84 Passenger	1 BUS	DAILY RATE. \$ <u>387.29</u>	<u>\$61.41</u>
20 - 30 Passenger W/C	1 BUS	DAILY RATE • \$369.64	<u>\$50.00</u>

**2. SUMMER SCHOOL SERVICE (DATES SUBJECT TO CHANGE)**

The number of routes required for summer school varies based upon District needs. Summer school routes are generally half-day routes requiring approximately half the normal time. Based upon the above quoted rates for the regular school year (item 1) please indicate a fixed percentage discount for those buses operating for summer school.

PER BUS PER DAY AND EXCESS HOUR DISCOUNT RATE FOR SUMMER SCHOOL: 0% Discount

**3. COST OF YEARLY PERFORMANCE BOND IF REQUIRED BY THE DISTRICT: \$ 29,667.50**

**4. COST FOR FIELD TRIPS (ATTACH BUS CAPACITY) - PER BUS PER DAILY ROUND TRIP - RATES BASED ON: HRLY/DAILY/ MILEAGE \$ 81.44 /PER Hour**

**5. ESCALATION RATES**

All of the above stated rates shall be subject to a rate increase/decrease. The rate quoted shall be calculated by multiplying the rate quoted times the prior year rate to establish the current year rate. Such rates shall take effect at the beginning of each new school year term. Those rates quoted under the Extension Years shall apply only if the District decides to extend this Contract.

**YEARS 2 AND 3:**

**RATE INCREASE/DECREASE**

2017/2018	<u>3.0%</u>	<u>/</u>	<u>0%</u>
2018/2019	<u>3.0%</u>	<u>/</u>	<u>0%</u>

**EXTENSION YEARS:**

2019/2020	<u>3.0%</u>	<u>/</u>	<u>0%</u>
2020/2021	<u>3.0%</u>	<u>/</u>	<u>0%</u>

**MILEAGE:**

Rate per mile	<u>N/A</u>
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Monitors will be billed at \$26.27 per hour with a minimum of 5 hours per monitor per day.

**A. VEHICLE SPECIFICATIONS**

Each bidder shall submit with its Bid a complete listing or specifications identifying the vehicles (including year, manufacturer, model, the bus chassis and bus body) to be used in the services of District should the bidder be awarded the Contract. Vehicles so specified shall meet or exceed current Federal and California Minimum Standards Governing School Transportation Vehicles, effective as of the date of bid submittal.

**B. Bidder shall state any incentives offered and/or any conditions not covered in this Bid Form.**

**C. Early termination fee, if any.**

Effective date of Termination 6/30/2017 \$ 200,000.00

Effective date of Termination 6/30/2018 \$ 200,000.00

Date: 4/8/16

Durham School Services, L.P.

Name of Bidder (Individual/Firm)



By: Durham Holding II, L.L.C.,  
its General Partner / Andrew Tarman

Authorization Agent Signature

Print Name

VP, Commercial Strategy & Development, 630-821-5686 / 855-815-2405

Title

Telephone Number

Fax Number

E-mail: atarman@durhamschoolservices.com

**END OF BID PRICING FORMS**

Option Clause. The bidder hereby guarantees that the prices awarded under this Contract will remain in full force and effect for the term specified:

Option to renew is granted: Yes (X) By mutual agreement No ( )

Option to renew is granted for an additional 1 year + 1 year term from issuance of purchase order.

Addendum No. 2  
 Bid 16007  
 3/17/2016

III. This page is to be included with and becomes part of the bid packet under –  
**SECTION V: BID FORM AND PRICING**

**COST FOR ROUTE SCHEDULING**

<b>STUDENTS</b>	<b>COST FOR SCHEDULING</b>
<b>1. REGULAR EDUCATION STUDENTS</b>	\$ <u>72,000.00</u>
<b>2. MILD/MODERATE AND MODERATE/SEVERE STUDENTS</b>	\$ <u>74,000.00</u>

3. Both Reg Ed and Special Needs \$110,000

**Please Note:** The District will maintain the authority to have final approval on route scheduling for students and determining whether or not these items are included in the final contract.

**END OF ADDENDUM 2**