

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made this 5th day of December, 2014, by and between THE BOARD OF EDUCATION OF AMITY REGIONAL SCHOOL DISTRICT NO. 5, hereinafter called the "District," and [NAME OF CONTRACTOR], hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the District wishes to provide transportation services for students of the District and of the boards of education of the Towns of Bethany, Orange and Woodbridge for a period of five (5) years; and

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the District and has accepted the award of the Contract.

WHEREAS, the Contractor and the District have an existing Contract for Transportation of Public School Students that expires at the end of the 2016-2017 school year (the "Prior Contract").

WHEREAS, the Contractor and the District intend that this Contract shall replace the Prior Contract and that the Prior Contract shall terminate as of the first day of the term of this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the District and the Contractor mutually agree as follows:

I. TERM

- A. The term of this Contract shall be for a period of five (5) years beginning on July 1, 2015, and terminating on June 30, 2020 (the "Term").
- B. Notwithstanding subsection A, the District reserves the right to terminate this Contract due to business necessity, including for reasons such as, but not limited to: a decline in school population, a change in school hours, or a rerouting of the transportation system makes a bus unnecessary. The procedure for eliminating a Vehicle will be done on a seniority basis, pursuant to the "Seniority List." The Seniority List is the list of all of the District's bus contractors maintained by the Transportation Coordinator and the District which lists such bus contractors by the date the Board voted to have the bus contractor provide service to the District or the date that the bus contractor began providing services to the District. The Seniority List is attached as Schedule B, and shall be updated from time to time. The Contractor may obtain the Seniority List from the Transportation Coordinator.
- C. The Prior Contract is hereby terminated as of the first day of the Term.

II. SCOPE OF WORK

- A. The Contractor agrees that it will transport to and from the District's schools and schools in the Towns of Bethany, Orange and Woodbridge such persons as may be designated by the District ("Students"), and at such days, times and hours as designated by the District, and will make such stops and travel along such routes as are designated by the District (pursuant to Article II, Section D below). The Contractor shall provide late runs and special trips upon request of the District.
- B. The Contractor shall furnish transportation services including personnel, supervision, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment, and other services required to transport all Students to and from the District's schools and schools in the Towns of Bethany, Orange and Woodbridge.
- C. The Contractor shall use the routes and stops designated by the District. The District reserves the right at any time to reschedule the times, routes, and/or stops to be made by the Contractor. The Contractor cannot reschedule the time, routes and/or stops without the prior consent of the District.
- D. SUBJECT ONLY TO THE REQUIREMENT THAT SAFETY OF CHILDREN AND OTHERS MUST BE OF PARAMOUNT IMPORTANCE, TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.
- E. The District shall choose a Transportation Coordinator who will handle the day-to-day administration of transportation services to the District. The Contractor agrees to cooperate with such Transportation Coordinator.
- F. The Contractor acknowledges that the District, as well as the boards of the education of the Towns of Bethany, Orange and Woodbridge, have agreed to cooperate in providing student transportation, and that the District may designate that the Contractor provide transportation services for students of the boards of the education of the Towns of Bethany, Orange and Woodbridge. Contractor shall be responsible to the District under this Contract whether it is carrying District Students or Students of any of the other boards of education. Contractor also acknowledges that the District hires other transportation providers. Contractor agrees that it shall work closely with the District and shall work with the other transportation providers of the District and the boards of education of the Towns of Bethany, Orange and Woodbridge, when necessary to provide the best possible services for the District and the boards of education of the Towns of Bethany, Orange and Woodbridge.
- G. The number of days for which transportation will be required is currently 182, but will be no more than 185 days and, in any case, will be governed by the actual school calendar as adopted by the District and the boards of education of the Towns of Bethany, Orange and Woodbridge. The District shall provide the

school calendars to Contractor each year of this Contract prior to the beginning of the school year. Contractor shall provide services on every day that school is in session. If one school is closed for any reason (including "Acts of God"), transportation is to be furnished to other schools that are open and on such other days as the District declares official school days. The District will pay for any services actually provided to schools that are open on days when other schools are closed, and such runs shall be paid at the per diem rate in Exhibit A. The Contractor shall also provide: noon dismissals when required; early dismissals as per calendars provided by the District; early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc., and dismissal as required during examination weeks, as long as no additional bus runs for the day are required. If additional bus runs are required, the Contractor shall supply such runs, but shall be reimbursed at the rate for special runs in Exhibit A.

III. PAYMENT AND COMPENSATION

- A. The District agrees to make payments to the Contractor in ten (10) equal monthly installments based on the District's estimate of minimum and maximum mileage to be paid on the last business day of each month, for regularly scheduled runs. A payment for late runs shall be paid by the District to the Contractor prior to the last business day of the last month of the school year. Special runs shall be invoiced after the run is completed, to be paid within thirty (30) days after receipt of the invoice. Upon request, the Contractor shall provide the District with relevant information related to such late runs and special runs.
- B. The Contractor shall provide the number of Vehicles indicated on Exhibit A. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the Vehicles, Vehicle Operators, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties. The parties agree that mileage for all Vehicles is included in the Contract price.
- C. The Contract price payable for each Vehicle used in providing services under this Contract is detailed in Exhibit A, which is attached hereto and incorporated herein. Under no circumstances is Contractor authorized to charge overtime to the District.
- D. Mileage for regularly scheduled runs shall not exceed 13,000 miles per year without the express prior written approval of the District. If mileage goes over 13,000 miles and Contractor receives the District's approval, the overage will be compensated as shown in Exhibit A.
- E. Mileage computations will be made on the basis of the first student pick up to drop off at the last school in the morning and from the first school to last student drop off in the afternoon.

- F. If a run is not provided during the Term for any reason at all, including but not limited to failure to provide a standby Vehicle Operator or standby Vehicle or the like, the District shall deduct an amount equal to the per diem rate indicated on Exhibit A from the next monthly installment for each day that service or a run was not provided.

IV. VEHICLES

The Contractor agrees to the following conditions regarding buses, vans, wagons and other vehicles used to perform the Scope of Work of this Contract (collectively, “Vehicles”) under the terms of this Contract.

- A. There shall be no additional charge for mileage of any Vehicles unless otherwise provided for in this Contract.
- B. All Vehicles and other equipment shall be in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation vehicles. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.
- C. Unless otherwise indicated on Exhibit A, the Vehicle or Vehicles to be provided under this Contract are buses. A "bus" is deemed to refer to a bus that can hold at least sixty (60) passengers, unless authorization is specifically given in writing by the District to the contrary.
- D. The Contractor shall provide the Transportation Coordinator at least one week prior to the start of each school year, and updated as necessary, with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of its duties under this Contract, including: the year of manufacture, make of the chassis, make of body, seating capacity, and V.I.N. number. All Vehicles are to be numbered by the Contractor as designated by the District, and such numbers are to be clearly visible. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the District, it shall be replaced with a Vehicle that is not older than the model year 2005. Any Vehicle replaced after July 1, 2015, must be at least a 2005 model year or newer. Such replacements are subject to District approval.
- E. All Vehicles must be maintained so as to insure proper starting, good visibility and safe operation during all types of weather.
- F. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle. Each Vehicle should be inspected as close as possible to the opening day of schools. The inspection report shall be submitted

to the District's Transportation Coordinator prior to August 15 of each school year.

- G. The interior of all Vehicles must be kept at comfortable temperatures while transporting students.
- H. The interior and exterior of all Vehicles must be kept clean and in good repair.
- I. The Contractor, at its own expense, will provide a cellular telephone or two-way radio to a company dispatcher that is staffed during the school hours for each Vehicle. Such cellular telephone shall be available at all times and will be utilized in accordance with the policies and regulations of the District. In addition, the Contractor will be furnished, at the District's expense, with a radio to facilitate communications with the District and the boards of education of the Towns of Bethany, Orange and Woodbridge. This radio is the property of the District, and shall be returned to the District upon demand. The Contractor shall maintain the radio in good working order at all times at the Contractor's expense. The Contractor shall not be responsible for damages caused by ordinary wear and tear.
- J. Contractor must maintain Vehicles in compliance with all local, state and federal laws, rules and regulations.
- K. Contractor must provide the District on request copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and equipment and shall keep written records showing such inspections so that the District or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the District.
- L. All Vehicles used in performing this Contract shall be registered in and parked in the Towns of Bethany, Orange and Woodbridge at the Contractor's expense. The Contractor shall be responsible for obtaining any lot(s) and for the security and safety of the Vehicles in any lot(s), all at its sole expense.
- M. The District or any authorized agent shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation. The District shall have the right to require an inspection be made at any time during the Term to ensure compliance with this Contract and all applicable laws and regulations.
- N. The District or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which it judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.

- O. The Contractor shall provide buses without any additional charge or cost to all schools twice a year for Bus Evacuation Training or more frequently if required by law.
 - P. The Contractor shall be responsible for providing standby Vehicles to ensure no lapse in service. Such standby Vehicles shall meet all of the requirements of this Contract.
- V. VEHICLE OPERATORS

The Contractor agrees to the following conditions regarding operators of all Vehicles (“Vehicle Operators”):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Subject to any applicable confidentiality requirements, the District reserves the right to review all personnel records and personnel used in the performance of the Contract. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all local, state and federal laws, rules and regulations. The Contractor shall furnish a list of certified Vehicle Operators, their addresses, copies of their Connecticut Driver’s Licenses and their CST-1 Driver Training Certificates to the Transportation Coordinator prior to August 15 of each school year, and no other Vehicle Operators may be used without prior written notice to the District.
- B. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state and local laws, rules and regulations to assure continued state certification of all Vehicle Operators.
- C. The District or its authorized agents may approve or disapprove prior to and during employment any or all Vehicle Operators for the operation of Vehicles. Notification shall be made by the District to the Contractor of such Vehicle Operators considered to be unsatisfactory by the District. Such Vehicle Operators shall not be allowed to operate Vehicles under this Contract and shall be replaced immediately upon notification from the District.
- D. The Contractor assumes full responsibility for the actions of its employees while such operators are performing services pursuant to this Contract. The Contractor shall be solely responsible for the supervision, daily direction, control, payment of salary, including, but not limited to, the withholding of all federal and state income taxes and social security, for all Vehicle Operators and employees. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

- E. The Contractor shall provide standby Vehicle Operators to ensure no lapse in service. Contractor shall provide the information for such standby Vehicle Operators that is required for Vehicle Operators under this Contract.
- F. The Contractor needs to provide to the District's Transportation Coordinator by August 15 of each year, for each Vehicle Operator, including any substitute Vehicle Operators, the following information:
 - 1. Proof of physical examination, as required by the State of Connecticut, and showing that the Vehicle Operator is physically fit to operate a school bus. The Contractor is responsible for payment of the exam.
 - 2. Proof of fingerprinting and results of criminal record and background checks on Vehicle Operators, as described in the Connecticut General Statutes.
 - 3. Proof of compliance with all federal, state and local laws, rules and regulations regarding drug and alcohol testing, including pre-employment drug testing.
 - 4. Proof of training, by a certified trainer and in amounts of time as required by the State of Connecticut, but no less than six (6) hours of proficiency training per year.
 - 5. Any other state required paperwork requested by the Transportation Coordinator.

It is the sole responsibility of the Contractor to provide the District's Transportation Coordinator with all required paperwork. If any paperwork expires, or any information changes throughout the course of the school year, it is the Contractor's responsibility to provide updated copies, within five (5) business days prior to the expiration date to the Transportation Coordinator.

- G. No Vehicle Operator shall smoke or carry lighted tobacco or like smoking products on a Vehicle with Students on board, nor shall any Vehicle Operator permit passengers to do so. No Vehicle Operator shall smoke or carry lighted tobacco on school grounds.
- H. Any Vehicle Operator charged with a crime involving moral turpitude, the illegal use or possession of drugs, and/or a violation involving the use of a motor vehicle which might result in a license suspension shall be suspended by the Contractor pending the outcome of said charge. No person convicted of a crime involving moral turpitude or the illegal use or possession of drugs or whose driver's license or public service permit is suspended shall be permitted to drive as a bus operator by the Contractor. The Contractor shall immediately report to the District any and all charges or convictions set forth above.

- I. All Vehicle Operators are required to read and comply with terms and conditions stated in the Transportation Handbook.

VI. STUDENTS

- A. Contractor must have a procedure in place to insure no Student is left on any Vehicle at the end of a run and after drop-off. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- B. Only individuals specifically designated or authorized by the District and/or the Contractor will be allowed to ride the Vehicles.
- C. The District hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the District. If the District supplies a rule book to the Contractor, the Contractor is responsible for knowing such rules. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to remove any Student from the Vehicle before it reaches its destination or otherwise under circumstances which may or are likely to result in injury or danger to any Student.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at a reasonable, safe place.
- E. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, the Contractor shall require that Vehicle Operators shall stop the Vehicle and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the principal of the school concerned for action. However, under no condition shall a Student be “put off” a Vehicle while it is in transit and thereby exposed to the hazards of walking either on the way to school or on the way home as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported to the appropriate school administrator.
- F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the District.

VII. INDEMNIFICATION

The Contractor shall indemnify and hold the District, the boards of education of the Towns of Bethany, Orange and Woodbridge, the Towns of Bethany, Orange and Woodbridge and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the District, the boards of education of the Towns of Bethany, Orange and Woodbridge, the Towns of Bethany, Orange and Woodbridge or their respective officers, employees or agents in connection with the transportation of students or other performance under this Contract of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

VIII. LAWS AND DISTRICT POLICIES

- A. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the District might publish.
- B. The Contractor must be familiar with any District policies or regulations which affect the services provided under this Contract and that have been or will be distributed to it during the term of this Contract.

IX. COMPLAINTS

The Transportation Coordinator will investigate all complaints, keep a log of such complaints, and will report any action taken to the District or any authorized agent within twenty-four (24) hours from such action. The Contractor shall cooperate with the Transportation Coordinator in the investigation of any complaints.

X. ACCIDENTS

Any accident involving Student transportation shall be reported orally to the principal (or his/her designee) of the Students' school(s) immediately. A detailed written report shall be submitted to the District as soon thereafter as possible, and no later than twenty-four (24) hours after the accident. The Contractor shall provide a replacement vehicle or vehicles for the immediate transportation of Students. All accidents shall also be reported to the Police Department in the town in which the accident occurs and the Connecticut State Department of Motor Vehicles, in accordance with the law.

XI. INSURANCE

- A. Prior to the execution of this Contract and during each year of this Contract, prior to July 1, Contractor shall provide, at its own cost and expense, Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut to the District and shall replace such Certificates of Insurance at least twenty (20) days prior to the renewal date. All certificates shall be approved by the District prior to commencement of the services under this Contract. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that the District, the boards of education of the Towns of Bethany, Orange and Woodbridge, the Towns of Bethany, Orange and Woodbridge and their respective agents and employees are “Additional Insureds” on all policies. In addition, the District shall be given thirty (30) calendar days’ advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.
- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the District.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to the District in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the District, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the District for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give the District the right, at its election, to terminate the Contract in accordance with Article XIV hereof.
- E. The policies of insurance for the term of the contract shall include, but not be limited to, the following:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers’ Compensation Insurance in accordance with the statutory requirements of the State of Connecticut.
 - 2. The Contractor shall maintain general liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000.
 - 3. The Contractor shall maintain automobile liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000.

4. The Contractor shall maintain additional umbrella coverage of not less than \$3,000,000.
 5. The policies shall be endorsed to provide coverage sufficient to meet the Contractor's indemnification obligation set forth in Paragraph VII above.
 6. The policies obtained by the Contractor shall be endorsed to provide that the insurance provided is primary, and any other insurance available to the District, the boards of education of the Towns of Bethany, Orange and Woodbridge, the Towns of Bethany, Orange and Woodbridge or their respective agents, servants or employees shall be excess to the Contractor's policies of insurance.
- G. The Contractor and its insurers shall waive all rights of subrogation against the District, the boards of education of the Towns of Bethany, Orange and Woodbridge, the Towns of Bethany, Orange and Woodbridge and its officers, agents, servants and employees for losses arising from work performed under the Contract.

XII. FUEL

The District will provide fuel for regularly scheduled runs and late runs in accordance with the following criteria:

A. The District will provide all fuel for the performance of the Contract. This fuel will be used exclusively by the Contractor to fuel the operation of those school buses, under contract to the District, for performance of the services pursuant thereto. The District reserves the right to audit and monitor all fuel deliveries and usage during the term of the Contract.

B. The Contractor will provide miles for each route at the beginning of the school year and will provide actual miles for each route whenever the District requests such information throughout the school year.

C. The fuel cost for special trips, including athletic and field trips, is included in the prices established in Exhibit A.

D. The District shall use an average five (5) miles per gallon to calculate the amount of fuel Contractor is allotted for a school year.

XIII. PROVISIONS IF A CONTRACTOR IS AN INDIVIDUAL

- A. During the Term, if Contractor should die or become incapacitated, a member of the Contractor's immediate family may petition the District to continue said Contract. Any petition must be made, in writing, to the District, within seven (7) days of the death or incapacitation of the Contractor. The District shall not be limited in seeking or accepting other applicants for employment during such time.

In the event that a family member successfully petitions the District for the continuation of a Contract, the family member will become the least senior member of the transportation pool on the Seniority List. For purposes of this section, "immediate family" shall mean the Contractor's parent, brother, sister, spouse or child. The District has the sole and exclusive right to accept or reject any petition for a continuation of a Contract pursuant to this section. No petition will be considered for a contract continuation unless the applicant family member demonstrates, at the time of making the petition that:

1. Family member has a valid CDL license with a passenger and school bus endorsement; and
 2. Family member meets the requirements of the State of Connecticut Department of Motor Vehicles and the District.
- B. If the named Contractor is the only Vehicle Operator and the Contractor shall be removed from being a Vehicle Operator, then the District shall have the option of terminating this Contract, and if it does so, Contractor shall have no further rights hereunder.

XIV. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the District; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Article XI; or (j) fails to comply with any other term or condition contained in the Contract, the District shall have the right to terminate the Contract upon written notice to the Contractor. In the case of subsections (a), (b), (g), (h), (i) or (j), the District shall provide Contractor prior written notice of the default and Contractor shall have five (5) days to cure such default. If the default is not cured in five (5) days, the District can terminate this Contract. The District shall not be obligated to provide the cure period if the Contractor has defaulted more than three (3) times in the prior year.
- B. The above remedies are in addition to any other remedies the District may have.
- C. In the event of Contract termination by the District, the District's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.

- D. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all of the District's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

XV. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of the District. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

XVI. NO ASSIGNMENT

No part of this Contract shall be assigned, subcontracted or sold without the prior written approval of the District. Any attempted assignment, transfer or sale in violation of this section shall be void.

XVII. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitutes the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To District:

Amity Regional School District No. 5
25 Newton Road
Woodbridge, CT 06525
Attention: Director of Finance and Administration

To Contractor:

[NAME OF CONTRACTOR]
[CONTRACTOR'S ADDRESS]

Attention: [NAME]

- E. No failure by District to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at Woodbridge, CONNECTICUT, the 5th Day of December, 2014.

CONTRACTOR
(ENTITY)

DISTRICT

[NAME OF CONTRACTOR]

BOARD OF EDUCATION OF AMITY
REGIONAL SCHOOL DISTRICT NO. 5

By _____

By _____

Charles S. Dumais, Superintendent

(PERSON)

EXHIBIT A TO THE CONTRACT

PRICE SCHEDULE

NUMBER OF VEHICLES TO BE PROVIDED: [NUMBER] FULL CONTRACT(S), WHICH WILL BE A BUS AS DESCRIBED IN THIS CONTRACT.

REGULARLY SCHEDULED RUNS

These are the day-to-day runs from Students' homes to school and from school to Students' homes.

SCHOOL YEAR	PRICE PER VEHICLE	MINIMUM/MAXIMUM MILES
2015-2016	\$25,437	[2,700-6,000]
	\$50,874	[6,000-13,000]
	\$1.99 per mile	[13,001+]
	Per diem based on 185 days	Upon request of District
2016-2017	\$25,946	[2,700-6,000]
	\$51,892	[6,000-13,000]
	\$2.03 per mile	[13,001+]
	Per diem based on 185 days	Upon request of District
2017-2018	\$26,465	[2,700-6,000]
	\$52,930	[6,000-13,000]
	\$2.07 per mile	[13,000+]
	Per diem based on 185 days	Upon request of District
2018-2019	\$26,994	[2,700-6,000]
	\$53,988	[6,000-13,000]
	\$2.11 per mile	[13,000+]
	Per diem based on 185 days	Upon request of District
2019-2020	\$27,534	[2,700-6,000]
	\$55,068	[6,000-13,000]
	\$2.15 per mile	[13,000+]
	Per diem based on 185 days	Upon request of District

LATE RUNS

Late runs are routinely scheduled late afternoon bus runs for Students who stay after school for extra help or extra-curricular activities.

SCHOOL YEAR	PRICE	
2015-2016	\$1.99 per mile; flat rate of \$8.14 per day	Modified Prior Contract
2016-2017	\$2.03 per mile; flat rate of \$8.30 per day	
2017-2018	\$2.07 per mile; flat rate of \$8.47 per day	
2018-2019	\$2.11 per mile; flat rate of \$8.64 per day	
2019-2020	\$2.15 per mile; flat rate of \$8.81 per day	

SPECIAL RUNS

Special runs are additional runs requested by the District.

SCHOOL YEAR	PRICE	WAIT TIME PRICE	MINIMUM PAYMENT PER TRIP
2015-2016	\$1.89 per mile from point of pick-up to point of drop-off	\$11.38 per hour	\$45.53
2016-2017	\$1.92 per mile from point of pick-up to point of drop-off	\$11.61 per hour	\$46.44
2017-2018	\$1.96 per mile from point of pick-up to point of drop-off	\$11.84 per hour	\$47.37
2018-2019	\$2.00 per mile from point of pick-up to point of drop-off	\$12.08 per hour	\$48.32
2019-2020	\$2.04 per mile from point of pick-up to point of drop-off	\$12.32 per hour	\$49,29

EXHIBIT B TO THE CONTRACT

Seniority List Amity Regional Bus Contractors As of December 5, 2014

Winkle Bus – 1 st	9/1/54
Robert Sorenson	10/1/59
Joe and Roy Cuzzocreo	11/1/59
Walter Hine	5/9/66
Perry Bus – 1 st	7/29/69
Winkle Bus – 2 nd	7/29/69
Frank Ciarlegio	7/13/70
Winkle Bus – 3 rd	7/13/70
Perry Bus – 2 nd	7/12/72
Pat Perrotti (Amity Transit)	7/9/73
Stephen Loomis (Loomis Bus)	7/9/74
B and B Transportation, Inc. – 1 st	8/15/92
Anthony Ciarleglio	8/15/93
Michael DiGennaro	8/25/97
Perry Bus – 3 rd	9/1/98
Winkle Bus – 4 th (½ Amity)	9/1/98
Tirollo Bus Co, LLC	8/11/99
B and B Transportation, Inc. – 2 nd	9/1/00
Chris Sorenson	9/1/00
Joseph Moncheski	8/26/02
B and B Transportation, Inc. – 3 rd (½ Amity)	8/9/05
Nadine Gilbert	8/23/05
Frank Perrotti (Amity Transit)	7/18/06
Keith Mallinson	7/18/06
B and B Transportation, Inc. – 4 th (½ Amity)	7/9/07
Winkle Bus – 5 th (½ Amity)	2/1/08