

ADDENDUM NUMBER ONE

The LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY ("Agency") and FIRST STUDENT ("Contractor") mutually agree to amend the existing Contract for Furnishing School Bus Transportation, dated February 25, 2009, hereinafter referred to as "Contract", as stated below:

1. Section 2.c. of the Contract provides that the "Contract may be amended by mutual written agreement."

2. Recitals 1 in the Contract is hereby deleted in its entirety and replaced with the following:

"The Agency desires to obtain bus transportation for pupils of the Lafayette, Moraga, Orinda Union, Acalanes Union, and Piedmont Unified School Districts ("SCHOOL DISTRICTS") under the terms and conditions of this Contract;

3. Section 4.b. Insurance Requirements, subsection 1 is hereby deleted in its entirety and replaced with the following:

"(1) Liability Insurance - LIMITS OF LIABILITY (MINIMUM): \$20,000,000 combined single limit per occurrence/aggregate for automobile liability, including bodily injuries and property damage; \$20,000,000 combined single limit per occurrence/aggregate for general liability, including personal injury;

Contractor shall provide for a minimum of \$2,000,000 of this insurance with an insurance company or companies admitted to conduct business in the State of California by the State Commissioner of Insurance. Contractor may provide the excess \$2,000,000 through \$20,000,000 in coverage with a reputable insurance company through a surplus lines broker. Self-insurance is not acceptable. All insurance is subject to approval by the Agency;

Insurance shall provide coverage for passengers from the time they are delivered into custody of the Contractor or the custody of Contractor's employees, when being picked up at home, school, or other designated locations, until Contractor or Contractor's employees release them to the school or designated location;

Contractor shall not begin work under this Contract until Contractor has obtained at its own expense all the insurance required under this section, and until such insurance has been approved by the Agency. Approval of the insurance by the Agency does not relieve or decrease the liability of the Contractor under the terms of the Contract; and

Contractor shall furnish to Agency by the effective date of the Contract and by June 15th of each year thereafter in which the Contract is in force proof of the insurance coverage described above in a form and with companies acceptable to the Agency.

The Policy above shall contain the following provisions:

(a) The Contra Costa County Transportation Authority, Lamorinda School Bus Transportation Agency (Agency), City of Lafayette, Town of Moraga, City of Orinda, and the Lafayette, Moraga, Orinda Union, Acalanes Union, and Piedmont Unified School Districts are additional insureds for all liability arising out of the operations by or on behalf of the named insured, and protects the additional insured, their officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly from the performance of the Contract.

(b) The inclusion of more than one additional insured will not operate to impair the rights of one insured against another insured and the coverage's afforded will apply as though separate

policies have been issued to each insured. The inclusion of more than one additional insured does not increase the limit of liability under the policy;

- (c) The insurance provided by the Contractor is primary, but only with respect to liability arising out of the performance under this Contract. Insurance held or owned by the Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, City of Lafayette, Moraga, Orinda Union, Acalanes Union, and Piedmont Unified School Districts is non-contributory.
- (d) Coverage provided by the policy will not be reduced or canceled without sixty (60) days written notice given to the Agency by certified mail; and
- (e) The insurance must be occurrence based, and not a claims-made policy (policies). Certificates of insurance must evidence this.

The following documentation of insurance shall be submitted to the Agency and approved before beginning work:

- 1. Certificates of insurance showing the limits of insurance provided; and
- 2. Signed copies of the specified endorsements for each policy.

If Contractor breaches a provision of this section, or if the Agency receives notice which indicates any required insurance coverage will be diminished or cancelled, the Agency, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work under this Contract.”

- 4. Section 4.c. Hold Harmless/Indemnification is hereby deleted in its entirety and replaced with the following:

“The Contractor agrees to indemnify, hold harmless and defend (with legal counsel of their choosing) the Agency, Contra Costa Transportation Authority, the City of Lafayette, the Town of Moraga, the City of Orinda and the School Districts, their officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorney’s fees arising out of or resulting from the performance of the Contract excepting only such injury or harm as may be caused by the agents, officers, employees of Agency’s the Contra Costa Transportation Authority’s, the City of Lafayette’s, the Town of Moraga’s, the City of Orinda’s, or the School Districts’ negligence or willful misconduct. Such indemnification includes, but is not limited to claims of Contractor’s employees and their heirs arising out of an in the course of this Contract.”

- 5. Section 4.f. Strike by SCHOOL DISTRICT or CITY Employees is hereby deleted in its entirety and replaced with the following:

“In the event of a strike or work stoppage by any employee(s) of the Agency, City of Lafayette, the Town of Moraga, the City of Orinda or the School Districts, the Contractor shall continue to fully perform all duties as set forth in this Contract.”

- 6. This Addendum is effective Feb 25, 2009 and is agreed to by the parties.
- 8. All other terms and conditions of the original Contract remain the same.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. One as of the date written above.

FIRST STUDENT

LAMORINDA SCHOOL BUS TRANSPORTATION
AGENCY

By:

By: Elizabeth Smith
Name: Elizabeth Smith
Title: Vice President
Date: 7/29/07

By: Donald Tatzin
Name: Donald Tatzin
Title: Chair of Agency Board
Date: June 15, 2009