

**Contract For Furnishing School Bus Transportation, 2019-2024**  
Lamorinda School Bus Transportation Agency and [INSERT CONTRACTOR NAME]

TABLE OF CONTENTS

<u>Contents</u>	<u>Page No.</u>
SECTION A. GENERAL PROVISIONS	
1. Incorporation by Reference	4
2. Contract Scope, Duration and General Requirements	4
a. Scope of Work	4
b. Term	5
c. Amendments to the Contract	5
d. Annual Renewal	5
e. Legal Requirements	6
f. Contract Made in CA	6
g. Dates for Bus Service	6
h. Nonexclusive Contract	6
i. Failure to Enforce a Default or Other Right	6
j. Severability	6
k. Dispute Resolution	7
l. Paragraph Headings	7
m. Survival	7
n. Entire Contract	7
3. Communications, Billing and Charges	7
a. JPA-Contractor Liaison	7
b. Provision for Notice	8
c. Cooperation	8
d. Computation of Charges	8
e. Unscheduled Closing of Schools	8
f. Invoice Documentation and Exceptions	9
g. Time for Payment	9
h. Liquidated Damages	9
i. Contractor Assistance	9
j. Prices	9
k. Financial Incentives	10
4. Contractor's General Obligations	10
a. Permits and Licenses	10
b. Insurance Requirements	10
c. Hold Harmless/Indemnification	13
d. Force Majeure	14
e. Status of Contractor's Employer/Employee Relations	14

	<u>Page No.</u>
f. Strike by School Districts' or Cities' Employees	14
g. Implementation of Service	14
h. Assignment of Contract: Subcontracts	14
i. Contractor as an Independent Contractor	15
j. Covenant Against Contingent Fees	15
k. Students with Special Needs	15
5. Nondiscrimination	15
6. Termination	16
a. Termination for Cause	16
b. Damage Provisions	16
c. Option to Purchase or Lease Contractor's Buses	16
d. Termination or Modification of Service Due to Lack of Funding	16
 <b>SECTION B. CONTRACTOR'S SERVICE OBLIGATIONS</b>	
1. Supervision of Bus Operations	17
a. Customer Service Center General Manager	17
b. Field Representative	17
c. Driver Trainer and Safety Program Supervisor	17
d. Dispatchers	17
e. Fleet Maintenance Supervisor	18
2. Operations, Routing and Scheduling	19
a. Operating Requirements	19
b. Evacuation Drills	19
c. Driver Management Requirements	19
d. Routing and Scheduling	19
e. Dispatch	20
f. Problem Solving	21
g. Other Transportation	21
3. School Bus Driver Requirements	21
a. General Requirements	21
b. Pre-employment Screening	21
c. Credentials and Related Requirements	22
d. Training Requirements	23
e. Other Requirements	23
f. Discipline on the School Bus	24
4. Drug and Alcohol Detection and Use Prevention Program	24

	<u>Page No.</u>
5. Type and Kind of Vehicles	24
a. Vehicle Specifications	24
b. Number of Buses	25
c. Mandated Modifications	26
6. Inspection and Maintenance of Buses	26
7. Equipment and Supplies	26
a. Equipment	26
b. Supplies	27
8. Contractor’s Records and Reporting Requirements	27
a. Operating Records	27
b. Personnel Records	27
c. Fleet Records	28
d. Reports to be Submitted to the Agency	28
 <b>SECTION C. AGENCY’S RIGHTS AND OBLIGATIONS</b>	
1. Authority to Remove Buses From Service	29
2. Authority to Require Removal of Drivers	29
3. Recovery for Services Not Rendered	29
4. Services Provided by the Agency	29
 <b>SECTION D. MISCELLANEOUS</b>	
1. Records	29
2. Third Party Rights	29
3. Entire Agreement	30
4. Severability	30
5. Counterparts	30
6. Signatures	30
 <b>EXHIBITS</b>	
Exhibit “A” – Rates for Service	31
Exhibit “B” – Liquidated Damages Table	32

**CONTRACT FOR FURNISHING SCHOOL BUS  
TRANSPORTATION AS REQUIRED FOR PUPILS OF THE  
LAFAYETTE, MORAGA AND ORINDA ELEMENTARY  
AND INTERMEDIATE SCHOOLS THROUGH [INSERT DATE]**

This Contract, is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), between the LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY (“Agency”), and [INSERT CONTRACTOR NAME] (“Contractor”).

**RECITALS**

1. The Agency desires to obtain bus transportation for pupils of the Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts (“School Districts”) under the terms and conditions of this Contract;
2. The Agency desires to operate a joint bus program to serve students TK-12 in order to relieve traffic congestion;
3. Contractor states and declares that it can furnish this bus transportation in accordance with the terms and conditions of this Contract; and
4. This Contract was awarded by the Agency to the Contractor, and the Contractor has provided the requisite insurance certificates and documentation required by the Agency.

**CONTRACT**

NOW, THEREFORE, the parties agree as follows:

**SECTION A. GENERAL PROVISIONS**

**1. INCORPORATION BY REFERENCE; HIERARCHY OF DOCUMENTS**

The following documents constitute this Contract:

- (1) Contract;
- (2) Request for Proposals; and
- (3) Contractor’s Proposals.

In the event of any conflict in the various terms of these documents, the terms of this Contract shall control over the other documents, while the terms of the Request for Proposals shall control over the Contractor’s Proposal.

**2. CONTRACT SCOPE, DURATION AND GENERAL REQUIREMENTS**

**a. Scope of Work**

The services shall consist of furnishing school bus transportation as required for pupils and other persons designated by the School Districts, to and from schools operated by the School Districts and to and from other points as designated by the School Districts and approved by the Agency. Such transportation shall be provided by buses and at such times and places as shall be specified by the School Districts with approval of the Agency. The School Districts may change class hours and adjust starting times. The Agency may increase or decrease service and make periodic increases or decreases in the number of buses required. Such increase or decrease may result from budgetary factors or other issues. The Agency reserves the right to increase or decrease the number of buses by up to 15% without affecting the price agreed to with the Contractor. Should such increase or decrease exceed 15% of the number of buses in the fleet (as specified on the price proposal sheets), then the Agency will enter into negotiations with the Contractor to establish a mutually agreeable price.

b. Term

The term of this Contract is for five school calendar years beginning on the Effective Date noted above and ending [INSERT DATE] (“Term”).

c. Amendments to This Contract

This Contract may be amended by mutual written agreement. Amendments may be proposed by either party in writing and delivered to the address for the giving of notices provided elsewhere in this Contract.

d. Annual Renewal Beyond Contract Term

Following the expiration of the Term, this Contract is renewable annually by mutual written agreement, such agreement to be completed before February 1st of each renewal year. The Contract as renewed shall include all the terms and conditions of this Contract. Annual renewal is contingent upon Contractor’s performance during the previous years, including conformance with all aspects of the Contract. The Contract may be renewed for a maximum of five contract years.

e. Legal Requirements

Contractor will comply with any and all applicable federal, state, county, municipal, and local laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Contract that pertain to the provision of student transportation services to Agency. Vehicle equipment and services covered by this Contract must comply with applicable laws, ordinances and other legal requirements, including, but not limited to the Federal and California Laws, rules and regulations governing the operation of school transportation vehicles, the pertinent provisions of the California Vehicle Code and California Education Code, the pertinent provisions of the California Code of Regulations, pertinent provisions of the California Highway Patrol and Motor Vehicles Rules and Regulations, the Paul Lee School Bus Safety Law, and policies, regulations and directives of the State Board of Education and the Contra Costa County Office of Education and County Superintendent of Schools, the School Districts and the Agency (i.e., the most recent edition of the Transportation Safety Plan). School bus fuel storage tanks must be DOT certified. Contractor shall comply with California Education Codes 45125.1, which requires, in part, that employees having any contact with pupils while performing a contract with a school district, must submit or shall show evidence of current acceptance of their

fingerprints in a manner authorized by the Department of Justice. Contractor shall provide the Agency with evidence of compliance with the California Education Code fingerprinting requirements prior to performing any services under this Contract. This obligation of compliance extends to every aspect of student transportation service provision including, but not limited to: school buses and related vehicles; school bus equipment; school bus licensing; employee training; employee certification; driver licensing; employee background checks; employee drug and alcohol testing; first aid certification; emergency preparedness; environmental compliance; fueling; traffic and parking; bus stop review and others. Contractor is responsible for having full knowledge of all such laws, statutes, ordinances, as well as any applicable policies or regulations at all times over the term of this Contract

f. Contract Made in California

This Contract is made in Contra Costa County and shall be construed in accordance with the laws of the State of California. Venue shall be Contra Costa County.

g. Dates for Bus Service

Contractor shall not be required to provide pupil transportation services from the Effective Date through [INSERT DATE]. From the Effective Date through [INSERT DATE], the Contractor shall mobilize, coordinate and undertake all activities, including but not limited to, those specified herein in order to be able to provide pupil transportation services as specified herein, commencing on [INSERT DATE].

Except for the period commencing on the Effective Date through [INSERT DATE] (during which time Contractor shall not provide pupil transportation services), during the term of the Contract, pupil transportation services are required during the following periods:

- (1) School Calendar Year - The school calendar year covers the months of August through June, inclusive. During the school calendar year, the total number of buses contracted for are estimated to be required for each of one hundred eighty (180) school days as defined by the individual School District calendars; and
- (2) "Other Days" – "Other days" are those days when school is not in full session as designated by the School Districts. On the "other days," the number of buses and type of service shall be on an "available as requested" basis.

h. Nonexclusive Contract

Nothing in this Contract limits the rights of the Agency, the City of Lafayette, the Town of Moraga, the City of Orinda, or the School Districts to contract separately with other vendors for transportation services of any kind.

i. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce a default or right reserved to it, or to require performance of a term, covenant, or provision by the other party at the time designated, is not a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such a provision later.

j. Severability

Should any part of this Contract be found illegal or impermissible for any reason, that part alone shall be severed, and the remainder of this Contract remains in force.

k. Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Contract.

l. Paragraph Headings

Paragraph headings are for convenience and are not to be considered as included in the Contract language.

m. Survival

All obligations arising prior to the termination of this contract and all provisions of this contract allocating liability between Agency and Contractor survive the termination of this contract.

n. Entire Contract

The Contract includes all the documents referred to on page 1. All agreements between the parties are included and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed in writing and no change or waiver of a provision shall be valid unless made in writing and signed by the parties.

3. COMMUNICATIONS, BILLING AND CHARGES

a. Agency-Contractor Liaison

The Agency designated Transportation Manager shall communicate comments and concerns regarding service, safety, and cost effectiveness to the Contractor's Customer Service Center General Manager.

b. Provision For Notice

Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same with the United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

For Agency:

Lamorinda School Bus Transportation Agency  
3675 Mt. Diablo Blvd., Suite 255  
Lafayette, CA 94549  
Attn: Juliet Hansen, Program Manager

For Contractor:

[INSERT CONTRACTOR NAME]

[INSERT ADDRESS]

Attn: [INSERT NAME AND TITLE]

Notices shall be effective upon deposit with the United States Post Office pursuant to the above.

c. Cooperation

Subject to the Transportation Manager's approval, the Contractor's Customer Service Center General Manager shall establish the following written documents for contacts and cooperation:

- (1) A directory of CITY, SCHOOL DISTRICT AND CONTRACTOR personnel in each organization to contact for every type of communication;
- (2) Procedures for all communications to be confirmed in writing by both parties;
- (3) A specific program for handling field work in order to most effectively prevent problems and, if they arise, to settle them as quickly and as close to the source of the problem as possible;
- (4) Procedures for the settlement of disputes involving routes, schedules, pupil conduct, public relations, and other operational problems that may arise; and
- (5) Such other guidelines which may be required to assure effective communication and cooperation between the office of the Agency, Cities, School Districts and the Contractor.

d. Computation of Charges

Contractor shall be paid on the basis an all-inclusive Daily Rate based on a four-hour minimum. "Deadhead" charges to and from the Proposer's location are to be included in the Daily Rate. Traffic or weather-related delays would be examples of valid reasons for late operation. Mechanical problems or driver error would not constitute valid reasons for late operation.

Invoices will be computed as follows:

1. Contractor shall submit supporting documentation with its invoice which specifies:
  - (a) Route number and bus size
  - (b) Dates of service/operational days
  - (c) School Districts/schools served
  - (d) Base rate, base hours, total hours
  - (e) Total billing per route
2. The rates for service to be charged Agency by Contractor is set forth in Exhibit "A," attached hereto and incorporated herein.

e. Unscheduled Closing of Schools

The Agency is not obligated to accept or pay for services agreed to be furnished by the Contractor on those days when, by direction of the School Districts, classes served under this Contract are



closed to ensure the health and safety of the pupils or for any other lawful reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the superintendents of the School Districts.

The Agency agrees that the School Districts must notify the Contractor not later than 5:30 a.m. on such days of school closures and as early as possible on such days of early dismissals.

f. Invoice Documentation and Exceptions

The Contractor shall submit a monthly invoice to the Transportation Manager. The form of the invoice shall be approved by the Transportation Manager. A properly documented invoice must be supported by a “daily bus report” (“DBR”) for each separate bus/ driver combination and shall be available to the Transportation Manager for review. A DBR is a driver’s report of mileage, departure and arrival times, number of students transported, names of school sites serviced, and the beginning and end times for each trip made. Monthly invoices shall summarize home-to-school DBRs for each route during each day of the invoice period. Summaries shall be submitted to the Transportation Manager monthly. Charges for those trips designated as “Field Trips” shall be submitted directly to the school in question.

g. Time For Payment

The Agency shall pay the Contractor for services provided on a monthly basis. Payment shall be made within thirty (30) calendar days following receipt of a properly documented invoice. Payment may be adjusted by an incentive or liquidated damage reduction as provided in the Contract and the Agency’s document damage reports. Notwithstanding the foregoing, in no event shall any payment owed by the Agency which is not being disputed in good faith, be delinquent for more than sixty (60) days. In the event of any delinquency beyond sixty (60) days, Contractor may give the Agency and the member school districts written notice of the delinquency. Ten (10) business days after the Agency’s and member School District’s receipt of this written notice of delinquency, Contractor may withhold services until such time as the delinquent amount is paid in full.

h. Liquidated Damages

It is agreed by the Contractor and the Agency that if the Contractor fails to provide services under this Contract, the Agency is damaged. Due to the nature of the services rendered, it is impractical and extremely difficult to fix the actual damage to the Agency. Therefore, if the Contractor fails to provide any portion of the service required under the terms of the Contract and is not prevented from doing so for reasons beyond its control, then liquidated damage charges shall be assessed against the Contractor based on data supplied by Contractor and validated by the Agency in accordance with Exhibit “B,” attached hereto and incorporated herein by reference.

i. Contractor Assistance

The Contractor shall assist the Agency on all matters concerning routine organization and operations at no additional cost to the Agency. As part of this obligation, Contractor shall conduct a bi-annual inspection of stops and routes and shall have a mandatory duty to report any concerns regarding routes and stops to Agency.

j. Prices

Contractor's price proposal includes all ordinary and extraordinary costs of operation, and the Agency is not responsible for any additional costs.

k. Financial Incentives

Contractor shall pursue all available financial incentives for buses. Contractor shall credit to the Agency's account all such financial incentives which Contractor receives, except the Federal Alternative Vehicle Tax Deduction, for the use of alternative fuel buses under this Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

a. Permits And Licenses

The Contractor shall obtain and maintain in force the licenses and permits required by law for furnishing the service relative to the transportation of pupils.

b. Insurance Requirements

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. 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.

Contractor shall furnish evidence of the following insurance covering all operations under this Contract in a form and with companies acceptable to the Agency. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VIII.

(1) Commercial General Liability Insurance - LIMITS OF LIABILITY (MINIMUM): \$20,000,000 per occurrence and \$20,000,000 general aggregate. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

Contractor shall provide for a minimum of \$1,000,000 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 \$1,000,000 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 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 commercial general liability insurance policy specified above shall contain the following provisions:

- (a) The Contra Costa Transportation Authority, Lamorinda School Bus Transportation Agency, City of Lafayette, Town of Moraga, City of Orinda, and the Lafayette, Moraga, Orinda Union, and Acalanes Union 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, employees and volunteers against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly from the performance of the Contract. The policy shall provide additional insured status using ISO endorsement form CG 20 10 10 01, or an endorsement providing coverage that is at least as broad CG 20 10 10 01.
- (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, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts is non-contributory.
- (d) The insurance provided by the Contractor shall include or be endorsed to include a waiver of subrogation endorsement in favor of the Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts. Contractor hereby waives its own right of recovery against Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts prior to a loss covered by the policy.

- (e) 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
- (f) The insurance must be occurrence based, and not a claims-made policy (policies). Certificates of insurance must evidence this.

(2) Business Automobile Liability Insurance - LIMITS OF LIABILITY (MINIMUM): \$20,000,000 combined single limit for automobile liability, including bodily injuries and property damage. Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto) or exact equivalent

Contractor shall provide for a minimum of \$1,000,000 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 \$1,000,000 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.

The business automobile liability insurance policy specified above shall contain the following provisions:

- (a) The Contra Costa County Transportation Authority, Lamorinda School Bus Transportation Agency, City of Lafayette, Town of Moraga, City of Orinda, and the Lafayette, Moraga, Orinda Union, and Acalanes Union 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, employees and volunteers 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, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts is non-contributory.
- (d) The insurance provided by the Contractor shall include or be endorsed to include a waiver of subrogation endorsement in favor of the Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts. Contractor hereby waives its own right of recovery against Agency, the Contra Costa Transportation Authority, the City of

Lafayette, Town of Moraga, City of Orinda, Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts prior to a loss covered by the policy.

- (e) 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
- (f) The insurance must be occurrence based, and not a claims-made policy (policies). Certificates of insurance must evidence this.

- (3) Workers' Compensation Insurance - The Contractor shall maintain in effect during the entire life of this Contract Workers' Compensation and Employer's Liability Insurance providing full statutory coverage, or shall undertake self-insurance in accordance with applicable statutory requirements of the State of California. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

The workers' compensation/employer's liability policy shall include or be endorsed to include a waiver of subrogation endorsement in favor of the Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, City of Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts. Contractor hereby waives its own right of recovery against Agency, the Contra Costa Transportation Authority, the City of Lafayette, Town of Moraga, City of Orinda, City of Lafayette, Moraga, Orinda Union, and Acalanes Union School Districts prior to a loss covered by the policy.

- (4) Property Insurance - the Contractor shall maintain a policy, or obtain coverage through its landlord's policy, for property insurance covering the shop buildings and related personal and real property. Such insurance shall be sufficient at minimum to repair or pay the depreciated value of the damaged property.

c. Hold Harmless/Indemnification

The Contractor agrees to indemnify, hold harmless and defend (with legal counsel of their choosing) the Agency, the Contra Costa Transportation Authority, the City of Lafayette, the Town of Moraga, the City of Orinda and the School Districts, and their respective officers, employees, agents and authorized volunteers from and against all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct, including violation of any local, state or federal laws, of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services or this Contract, including without limitation the payment of all

consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, the Contra Costa Transportation Authority, the City of Lafayette, the Town of Moraga, the City of Orinda and the School Districts, or their respective officers, employees, agents and authorized volunteers.

d. Force Majeure

The Contractor will be excused from performance during the time and to the extent that it is prevented from obtaining or performing the service by natural disaster, acts of war, fire, flood, riot, civil disturbance, terrorism, loss of transportation facilities, oil or fuel shortage or embargo, commandeering of materials, equipment, products, plants or facilities by the federal or state government, labor dispute, strike or lockout. Satisfactory evidence must be presented to the Agency demonstrating that the non-performance was not due to the fault or negligence of the Contractor.

e. Status of Contractor's Employer/Employee Relations

Upon the effective date of this Contract and ninety days (90) before the opening of school during each subsequent school year, the Contractor shall provide the Agency with a report on the current status of the Contractor's employer-employee relations, setting forth (a) the name of the labor organization, if any, which represents the Contractor's employees; (b) pertinent information on the status of collective bargaining agreement, if any; (c) date of contract expiration; (d) machinery for resolving grievances and labor disputes; (e) information relating to current negotiation, if any; and (f) likelihood of resolving pending labor disputes, if any, before the opening of school. No later than ten (10) days before opening school each year the Contractor shall deposit with the Agency a new or continuing collective bargaining agreement, if any, with the Contractor's employees for the school year.

f. Strike by Agency, School Districts or City Employees

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.

g. Implementation of Service

The Contractor, within thirty (30) days after the Effective Date above, shall furnish the Agency with a time line schedule detailing the following:

- (1) Acquisition, Delivery and Qualification of Equipment;
- (2) Acquisition of Facilities;
- (3) Hiring of Supervisory Personnel;
- (4) Hiring and Training of Drivers and Mechanics;
- (5) Driver Route Orientation; and
- (6) Contractor Field Service Personnel Assignments.

This time line schedule is subject to approval by the Agency.

h. Assignment of the Contract; Subcontracts

This Contract shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Contract. However, Contractor may not subcontract, sell, assign, transfer, or encumber the Contract, any right or interest in or under the Contract, or permit any sale, assignment, transfer, or encumbrance to occur by operation of law without the prior written consent of the Agency. Any attempt to subcontract or transfer this Contract or any interest in it without such consent shall be voidable by the Agency and, at the Agency's election, shall constitute a material default under the Contract.

Notwithstanding the foregoing, the Contractor may assign this Contract if the assignment is made to a parent, subsidiary, related or affiliated company. In the event of an assignment to a parent, subsidiary, related or affiliated company, Contractor shall first provide the Agency with written evidence at least thirty (30) days prior to the proposed assignment that the assignee meets all applicable requirements under the Contract and applicable law. Agency may object to such an assignment and prohibit Contractor from making such an assignment if the agency is not satisfied that the proposed assignee can meet the requirements of the Contract and applicable law.

A subcontract or assignment of the Contract by the Contractor with the approval of the Agency is subject to the terms and conditions of this Contract and to the rights of the Agency contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations.

i. Contractor as an Independent Contractor

The Contractor is an independent contractor and not an officer, agent, or employee of the Agency. Further, the Contractor's employees, expressly including but not limited to drivers, are employees of the Contractor and are not employees of the Agency.

j. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Agency may terminate this contract and, in Agency's sole discretion, may deduct from the Contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

k. Students with Special Needs

The Contractor shall comply with all federal, state, and local laws pertaining to the needs of special education and physically handicapped students, including IDEA and Section 504 of the Rehabilitation Act. Contractor shall provide all students with appropriate access to school bus transportation.

5. NONDISCRIMINATION

It is the policy of the Agency that in connection with all work performed under this Contract, there will be no discrimination against any prospective or active employee engaged in the work because

of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable Federal and California laws including the California Fair Employment Practice Act, beginning with Labor Code Section 1410.

## 6. TERMINATION

### a. Termination for Cause

If the Contractor fails to comply with a term or condition in this Contract, or if the Agency determines that the Contractor is in any other way unfit, unqualified, or unable to perform the transportation needs of the Agency under this Contract, except due to circumstances described in Section A.4.d. Force Majeure, above, the Agency shall notify the Contractor, in writing, as to the nature of the deficiency. If the deficiency is not remedied, or arrangements satisfactory to the Agency for the correction are not made within thirty (30) days from the date of the notice, the Agency may terminate the Contract. If the deficiency is a loss of certification or a loss of insurance coverage, the Agency may terminate without providing a thirty (30) day cure period.

### b. Damage Provisions

If the Agency terminates this Contract for cause, the Agency may secure replacement services described in this Contract from another firm or provide service itself for the remainder of the Contract's duration. If the cost of the replacement service exceeds the cost of services under the rates in the Contract, the reasonable excess cost shall be charged to and collected from the Contractor.

### c. Option to Purchase or Lease Contractor's Buses

If the Contractor defaults, or the Agency cancels this Contract for legal cause under Section A.6.a, the Agency has the option to acquire the Contractor's buses currently then in use to provide the bus service. The Agency may use one of the following methods:

- (1) Outright purchase of buses;
- (2) Purchase of buses on conditional sales contract, term to be negotiated by the Contractor and the Agency; or
- (3) Lease the buses on a finance type lease over a period to be negotiated by the Contractor and the Agency.

The price/payment terms for the Agency's purchase or lease of the buses shall be negotiated and mutually agreed upon by the Agency and Contractor but in no circumstances shall exceed the fair market value of the lease and/or purchase of the buses.

### d. Termination or Modification of Service due to Lack of Funding

Contractor understands that during the term of this contract, the Agency is dependent upon Measure J funds from the Contra Costa Transportation Authority for approximately one half of its



annual revenues to pay for services provided by Contractor. The Agency and Contra Costa Transportation Authority will enter into a funding agreement for the [INSERT TERM OF CONTRACT] year period of the Contract. The Contra Costa Transportation Authority appropriates funds for the school bus program on an annual basis after review and acceptance of an annual report and budget from the Agency.

Payments by the Agency to Contractor under this contract are subject to receipt by the Agency of the annual appropriation under Cooperative Agreement No. [REDACTED] between Contra Costa Transportation Authority and the Agency dated [REDACTED]. If the Contra Costa Transportation Authority does not make available funds under the Cooperative Contract, the Agency may terminate, reduce or modify Contractor's services upon giving Contractor 90 days' written notice.

## SECTION B. CONTRACTOR'S SERVICE OBLIGATIONS

### 1. SUPERVISION OF BUS OPERATIONS

The Contractor shall provide a complete and effective management and supervisory staff to coordinate all Contractor functions described in this Contract. All personnel assigned to perform under this Contract shall be subject to continuous approval by the Agency or its designee. Personnel such as managers, dispatchers, and field representatives shall not drive school buses except in an emergency or as approved by the Transportation Manager. The Contractor's operations office shall be adequately staffed during all days that school is in session and the staff's hours and schedules shall meet the approval of the Transportation Manager. The Contractor's supervisory personnel shall consist of a minimum of the following:

#### a. Customer Service Center General Manager

One (1) General Manager or equivalent to deal directly with the Transportation Manager on all matters concerning the implementation and operation of the Contract.

#### b. Field Representative

One (1) full time field representative or equivalent (40 hours per week during the 10 month school year period during which transportation services are provided, and 20 hours per week during the 2 month summer period) to work directly with the Transportation Manager. The Field Representative shall provide routes and schedules, conduct investigations of service or safety problems, as required, evaluate drivers, routes, bus stops or school sites as required, and provide reports at the request of the Agency and the Transportation Manager.

#### c. Driver Trainer and Safety Program Supervisor

One (1) employee shall be qualified under California bus driving training requirements to train Contractor's drivers both in the classroom and behind the wheel. This person shall also be responsible for reporting school bus accidents, for verifying driver concerns regarding pupil's behavior, and for notifying the Transportation Manager of any problems or hazards.

#### d. Dispatchers

A minimum of one (1) dispatcher to communicate with drivers and to operate Contractor's communication system. Hours are subject to approval by the Transportation Manager. Dispatching shall be done by persons familiar with the local area and shall not be done by persons located outside of the San Francisco Bay Area.

e. Fleet Maintenance Supervisor

One (1) employee to be responsible for the safety and mechanical condition of the Contractor's buses. The Fleet Maintenance Supervisor shall establish and maintain a complete and effective preventive maintenance program with complete and accurate records on each vehicle. The Agency may inspect such records at all reasonable times.

f. Safe Service

- (1) Student, constituent, and Contractor employee safety is paramount and will be the highest priority consideration in the delivery of services under this Contract.
- (2) Contractor shall immediately inform Agency of any current policies, regulations, procedures, or practices that may conflict with safety prioritization.
- (3) Contractor shall not intentionally compromise safety in order to achieve any of the requirements of this Contract.
- (4) Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- (5) Contractor will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Contract.

g. Contractor Employee Conduct

- (1) The conduct of Contractor's employees will meet the higher of i) standards specified by Agency in this Contract, or ii) customary and reasonable standards for the student transportation industry.
- (2) Contractor will be responsive to written direction provided by Agency as to any personnel or conditions deemed to be insufficient relative to these standards.
- (3) Agency may, in its sole discretion and at any time over the term of this Contract, mandate a change to Contractor's management personnel if Agency determines that Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by Contractor have been unsuccessful.
- (4) Contractor must comply with any Agency request for the removal of an employee providing service under this Contract if such removal is deemed to be in the best interest of Agency, and on submission of written documentation to Contractor documenting the reasons for the request.

(h) Appearance of Contractor Resources

- (1) The appearance of Contractor's vehicles, facilities, work areas, and employees will meet the higher of i) standards specified by Agency in this Contract, or ii) customary and reasonable standards for the student transportation industry.
- (2) Agency may, at its sole discretion and at any point over the term of this Contract, impose specific dress, condition, or cleanliness standards upon Contractor as may be deemed appropriate.

## 2. OPERATIONS, ROUTING AND SCHEDULING

### a. Operating Requirements

Beginning on [INSERT DATE], the Contractor shall provide pupil transportation services necessary to meet the Agency's transportation needs as provided in this Contract. These needs may include trips to and from school, field trips and athletic trips. The Contractor shall cooperate with the Agency and its designees in maintaining a good public relations program with the community and news media so that any pertinent matters affecting the transportation program or the patrons of the bus program can be brought to the attention of the public.

### b. Evacuation Drills

Contractor shall observe requirements of California law governing the safe operation of school bus equipment and training of personnel as it relates to the safety of pupils transported for the Agency. Route time shall be scheduled through mutual agreement between the Transportation Manager and the Contractor to provide for semi-annual Emergency Evacuation Drills. These drills shall be held within the first month of each school semester. If unexpected problems develop to prohibit scheduled drills during the time specified, make-up drills shall be scheduled as soon thereafter as possible.

### c. Driver Management Requirements

- (1) Number of Drivers/Stand-by Requirements - The Contractor shall provide a sufficient number of school bus drivers and driver supervisors. The sufficient number of drivers shall be at least ten (10) percent larger than the sum of the established number of daily routes. No relief, standby, or newly assigned regular driver shall be dispatched on a route without being fully trained in the use of vehicles and equipment needed to safely transport the pupils on the route, and having received full orientation by the Contractor as to the type of pupils, conditions to be expected on the route, special problems, and a review of the route sheet.
- (2) Assignment of Drivers - The Contractor shall assign drivers to routes on a permanent basis for the school year. The only times other drivers may be assigned to regular routes are in the event of illness, scheduled time off, resignation, dismissal, or upon the request or approval of the Transportation Manager.

### d. Routing and Scheduling

Contractor agrees that routing information, whether developed by Contractor or Agency, is the property of the Agency, and the Contractor has no proprietary right to this information. Bus routes, schedules, pickup points, drop-off points, loading zones and times must be approved by the Transportation Manager with no exceptions or deviations allowed without prior written permission. The Customer Service Center General Manager and/or Field Representative shall establish bus routes using route and user data furnished by the Transportation Manager. Final route schedules are subject to the Transportation Manager's approval. The location of bus stops is subject to applicable state legislation and regulations, and local ordinances and regulations. To provide for an efficient and smooth start of school, the Transportation Manager and the Contractor shall operate under the following general procedures:

(1) Definitions:

Route is the complete daily assignment of a single bus, made up of one or several trips.

Trip is the picking up of pupils at their homes or bus stops and delivering them to their schools, or the picking up of pupils at their schools and returning them to their homes or bus stops, or a field trip or athletic trip. For example, a single bus may make several trips in conveying pupils to and from school during the course of a day. These several trips comprise a single route. Trips are sometimes referred to as Runs.

- (2) The Transportation Manager shall provide the Contractor with route and user data in preliminary form upon the effective date of the Contract and at least five (5) weeks before the start of school and for each year thereafter.
- (3) The Contractor shall provide routes and schedules in final form to the Transportation Manager at least three (3) weeks before the start of school and for each year thereafter.
- (4) The Contractor shall assign permanent drivers to every route and a list of such assignments shall be delivered to the Transportation Manager one (1) week before the start of school and for each year thereafter.
- (5) The Transportation Manager shall use best efforts to provide subsequent route and schedule changes two (2) school days before the implementation date. However, during the first several weeks of school numerous changes in routes and schedules may be required in less than the customary two (2) school days. The Contractor shall, therefore, work closely with the Transportation Manager and provide sufficient staff to implement the required changes as quickly and effectively as possible.
- (6) Actual time dry runs shall be conducted for all routes before the beginning of a new school year. The cost of these dry runs is borne by the Contractor.
- (7) The Contractor shall assign a driver to be available to stop at the Transportation Manager's office daily, at the end of his/her morning or afternoon route, to pick up any route changes or correspondence for the Contractor's personnel.

e. Dispatch

The Contractor shall ensure that:

- (1) An appropriate size and type of bus is assigned to each route each day.
- (2) The bus assigned to each route complies with legal and contractually described maintenance requirements;
- (3) All routes are assigned to drivers who are available to drive;
- (4) All routes are assigned to drivers who possess relevant endorsements or credentials needed to drive the type of bus assigned (e.g., manual transmission or dual air brakes) or to transport the type of children on the route.

f. Problem Solving

The Customer Service Center General Manager shall use reasonable care and diligence to resolve each reported problem. The Customer Service Center General Manager shall refer each unresolved problem to the Transportation Manager for final resolution.

g. Other Transportation

The Contractor shall provide service for all non-conflicting trips requested by the Agency. Charges for such trips shall be made in accordance with Section A.3.d. (Computation of Charges).

### 3. SCHOOL BUS DRIVER REQUIREMENTS

a. General Requirements

The Contractor shall provide qualified drivers for each vehicle, employed, trained and licensed in accordance with the California laws, rules and regulations governing the operation of school transportation vehicles, and experienced with the regulations and handling and supervision of pupils. All drivers shall be certified by the California Highway Patrol. It is the Agency's intent to provide high-quality transportation services and to ensure the safety and comfort of the School Districts' pupils. Toward that end, the Contractor shall uphold the following standards for personnel:

- (1) Contractor shall ensure that drivers will comport themselves in accordance with all laws applicable to the qualifications of school bus drivers;
- (2) The Contractor shall neither allow a person to drive a school bus if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor allow a person to drive a school bus who is not in a condition of mental and emotional stability; and
- (3) The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons on school buses is prohibited.

b. Pre-employment Screening

The Contractor shall develop and implement an employment screening program for all candidates for employment. The screening program shall be in addition to state screening requirements and California Highway Patrol screening requirements and shall be designed to assist the Contractor in determining the candidate's suitability for assignment to pupil transportation services. All drivers shall meet Agency training, safety, and operational requirements.

c. Credentials and Related Requirements

- (1) Licenses and permits – Contractor shall obtain and maintain in force the licenses and permits required by law for furnishing TK-12 student transportation services under this Contract for the full term of this Contract. Every driver employed by the Contractor to provide service to the Agency must have and maintain a valid Class 3/Class B or other legally required California Driver's License, a valid California School Bus Driver's Certificate, and any other applicable license or permit.
- (2) Health Requirements - Each school bus driver employed by the Contractor to provide service to the Agency shall be in good health. Before driving a school bus in service for the Agency, each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis. Chest x-rays or skin tests shall be required every four (4) years at Contractor's expense. 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 Agency or its designee.

d. Training Requirements

The Contractor shall provide or arrange for all legally required and other training as is needed to ensure that qualified drivers are available to provide transportation services described in this Contract.

- (1) Before a driver may transport a pupil for the Agency, the driver, whether permanent, temporary, or substitute, must have completed original training as specified by California Vehicle Code and other training as required by law. In addition, every driver must each year complete such in-service training as is required by the California Code of Regulations and the California Education Code in order to maintain a valid School Bus Driver's Certificate.
- (2) At least once each year before beginning service for each school year, all drivers, whether permanent, temporary, or substitute, shall participate in an Agency-approved, Contractor-provided orientation program. The driver orientation shall include, but not be limited to: pupil management, dealing with parents, schools and the general public, discipline on the school bus, defensive driving, first aid, use of all safety equipment for the school bus, plan for emergency evacuation pupils, use of two-way radio, orientation in the routing and scheduling system used by the Transportation Manager. This orientation program may count towards the driver's mandated in-service training.
- (3) The Agency reserves the right to call periodic bus driver training meetings requiring mandatory attendance of all drivers servicing pupils. Such meetings may not exceed three (3) hours per year per driver, not including travel time. The Contractor shall assume the costs associated with drivers' wages as a result of these meetings.

- (4) Each driver shall have had CPR training and First Aid Training and shall hold valid First Aid Certificate and CPR Certificate issued by the American Red Cross or an organization of comparable status.
- (5) Safety is of paramount concern to the Agency. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program and shall ensure the availability of a state certified School Bus Driver Instructor to conduct the program. The program shall include regularly scheduled safety meetings for drivers. The agenda of the meetings shall be available to the Agency. Time spent in safety meetings may be counted toward annual in-service training requirements.
- (6) The Contractor's management staff shall evaluate all drivers on their routes for the purpose of observing their driving practices with respect to safety, mechanical operation, compliance with laws, policies and regulations, adherence to established routes and schedules, handling of pupils, and other factors inherent in the transportation of pupils. The Contractor shall evaluate all drivers once every six (6) months during their first year of employment with the Contractor and one (1) time per year thereafter. A copy of each evaluation report shall be made available to the Agency upon request.

e. Other Requirements

- (1) Age - Each driver must be at least twenty-five (25) years of age.
- (2) Identification Badges - Each driver shall be well-groomed, appropriately dressed, and shall wear a company identification badge with name and photo at all times while driving pupils for the Agency.
- (3) Time Pieces - Contractor shall require each driver to have an accurate time piece while on duty to maintain established scheduled route times.
- (4) Map Books - Each driver, whether permanent, temporary or substitute, shall be required to carry a map book of the area at all times.
- (5) Radios - Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
- (6) Messages - Each driver shall be required to check in with Contractor for messages via radio each morning and afternoon as the driver begins a route.
- (7) Unsafe Equipment - In addition to all other safety requirements, each driver shall also be responsible for notifying the Safety Program Supervisor of equipment suspected to be unsafe for transportation use.
- (8) Policies and Procedures - Each driver, shall be familiar with and shall abide by the rules, policies and procedures of pupil transportation as provided by the State of California and School Districts.

- (9) Temporary Removal of a Driver - If a concern arises regarding appropriateness of a driver on a route, the Contractor shall, upon receipt of notice from the Agency, immediately temporarily remove the driver from the duty of conveying a pupil until such time as the concern is resolved to the satisfaction of the Agency.
- (10) Change of Route Assignment - The Agency reserves the right to change the route assignment of a driver if the best interest of pupil transportation will be served.
- (11) Pupil Transfers - A driver may not transfer a pupil to or from another vehicle going to or coming from school except in case of emergency or equipment breakdown, or unless the bus schedule calls for such transfer.
- (12) Lateness - A driver shall contact the dispatcher immediately upon determination that the bus will be in excess of ten (10) minutes late in the pickup or delivery of pupils. Dispatch shall immediately notify all necessary persons, including parents, teachers and the Transportation Manager.

f. Discipline on the School Bus

For the purpose of passenger safety, the bus driver shall require that bus riders behave themselves, remain seated and reasonably quiet. The bus driver shall report each rider who refuses to comply with the bus driver's request to abide by the rules to the Customer Service Center General Manager. Students may be issued a LSBTA approved citation and may be temporarily or permanently removed from riding the bus. Copies of citations shall be provided to the Transportation Manager as soon as possible.

A driver who experiences a discipline problem and cannot identify an individual for citation shall file an incident report with the Contractor. The Contractor will report serious or persistent student misconduct to the Transportation Manager.

4. DRUG AND ALCOHOL DETECTION AND USE PREVENTION

The Contractor shall implement a comprehensive drug and alcohol detection and use prevention policy designed to be used for all employees of the Contractor who will be performing services under this Contract, including both drivers and mechanics. The Policy shall be submitted to the Agency and approved before Contractor begins work.

5. TYPE AND KIND OF VEHICLES

Contractor shall provide and maintain only certified school buses which meet applicable regulations and laws relating to pupil transportation in California, including relevant requirements of the California Vehicle Code and the California Code of Regulations and applicable rules, regulations, and orders of the California Highway Patrol and the California Education Code. The Contractor shall furnish to the Agency certificates of compliance and copies of California Highway Patrol inspections certifying that all buses furnished under this Contract are in compliance with the Vehicle Code and the Regulations of the State Board of Education. All fuel tanks must be DOT certified.

a. Vehicle Specifications



- (1) Every vehicle the Contractor proposes to furnish is subject to the approval and acceptance of the Agency. A vehicle offered, which in the opinion of the Agency is not suitable for the intended use, shall be replaced by a vehicle of design acceptable to the Agency at no additional cost to the Agency.
- (2) Every bus shall be in excellent mechanical condition and appearance at the beginning of the Contract and in that condition at all times during the term of the Contract. The Agency reserves the right to inspect Contractor's equipment during the Contract. Contractor shall replace a vehicle considered unfit to provide the required service, or which does not have a current certification, with another vehicle of the appropriate size, type, capacity and of proper condition and appearance. Each replacement vehicle shall have the required equipment.
- (3) Every bus proposed for operation must meet or exceed the safety standards for school buses as established in the Federal Standards of 1977, as amended.
- (4) Each bus shall be new at the start of the Contract and meet applicable state and federal emissions requirements. Each bus must be properly certified by the California Highway Patrol, and meet all requirements of the California Code of Regulations, and the California Vehicle Code.
- (5) All buses must be equipped with 3-point seat belts as required by California law.
- (6) Four (4) buses must be Transit Type D and must carry at least 78 passengers sitting three-to-a-seat. Sixteen (16) buses must be Conventional Type C and carry at least 68 passengers sitting three-to-a-seat. Two (2) buses must be Conventional Type B and carry 47 students sitting three-to-a-seat.

b. Number of Buses

- (1) The Contractor shall be advised by the Effective Date of the Contract and by June 15th of each school year thereafter as to the estimated number of buses by type and capacity for the following school year. Under normal conditions (excluding court orders or legislative regulations regarding financing or school busing), the Transportation Manager shall provide the Contractor with the actual number of buses required by type and capacity twenty-one (21) calendar days before the initiation of services each school year.
- (2) The Agency reserves the right during the term of the Contract as conditions require to order the services of MORE or FEWER buses, each with a driver, than the estimated number and to revise the numbers of pupils assigned to each bus vehicle and the schools to be serviced. The Agency also reserves the right to order services of fewer buses upon notification by any school district or city that it intends to withdraw from the program. No action by the Agency under this section shall be considered termination of the Contract. If the number of buses is reduced, the determination of which buses shall be retired from service is subject to the approval of the Agency. If the number of buses is increased, the additional charges shall be those reflected in the Contract rates set forth in

Exhibit "A." When additional buses are requested, the Contractor shall obtain that number of additions within a thirty (30) day period.

- (3) In order to provide the Agency with immediate service in case of a bus breakdown, the Contractor shall provide an adequate number of spare buses with a minimum of ten percent (10%) spare bus factor for each type and capacity calculated to the closest whole bus, but not less than one (1). Buses designated as spare are not considered as part of the regular fleet except as necessary to provide for State mandated safety inspections, and preventive maintenance. Spare buses shall remain idle during the hours of 6:30 a.m. to 9:30 a.m. and 1:00 p.m. to 4:30 p.m. on school days and shall be immediately available for emergency use.

c. Mandated Modifications

If, during the period of this Contract, any installation or modification of equipment is required due to a change in the law or applicable rule or regulation, Contractor shall make the modification or installation at the Contractor's expense, and provide evidence of completion to the Agency.

If an installation or modification of equipment is required by the Agency and the installation or modification is not required by law, the Agency shall reimburse Contractor at a prior approved cost.

d. Software, Hardware and Related Technologies

Contractor will provide the software, hardware, and technical services necessary to provide Agency with direct electronic access, via electronic file transfer or direct data system access, to Contractor's AVL/GPS data. If providing direct data system access to Contractor's systems, Agency's access to data will be restricted so as not to interfere with the integrity of the data system or with Contractor's operations, and can be limited to ensure the privacy of Contractor information unrelated to this Contract.

6. INSPECTION AND MAINTENANCE OF BUSES

The Contractor shall maintain regular and standby school buses in good and safe mechanical and operating condition. The school buses shall be maintained in accordance with all applicable regulations and laws relating to pupil transportation in California, including all relevant requirements of the California Vehicle Code and the California Code of Regulations, all applicable rules, regulations, and orders of the California Highway Patrol, and the California Education Code. The Contractor agrees to submit the completed inspection schedule forms which the Contractor submitted as part of the Proposer's Questionnaire. Each bus shall be maintained in clean and sanitary condition and shall have good interior and exterior appearance. The Agency reserves the right to inspect buses at any time to insure that they are maintained in good, safe, clean and sanitary condition.

7. EQUIPMENT AND SUPPLIES

a. Equipment

- (1) Two-way Radios - Every bus, including stand-by, substitute and spare buses, shall be equipped with mobile two-way communication radio capable of covering the area to be serviced under this Contract. In addition, Contractor shall maintain sufficient spare mobile, two-way radio units to assure communications capability at all times. Failure to maintain each radio in good working order at all times when a bus is assigned to transport pupils is a material breach of this Contract and is subject to liquidated damage charges as specified in Section A.3.h.6. In addition, the Contractor shall provide the Transportation Manager with a monitor/radio capable of receiving radio transmissions.
- (2) Phone System - The Contractor shall be accessible by phone at the terminal facility used to service this Contract. The cost of telephones and telephone service required to meet the Contractor's need shall be borne by the Contractor.
- (3) Safety Equipment - Every vehicle, including spare buses, identified as being used for pupil transportation shall be equipped with all safety devices needed to provide for the safe transportation of pupils.
- (4) Vehicle Identification - The Contractor shall assign to each vehicle an Identification Number (to be carried or marked by six inch numerals painted on either all four corners of the vehicle or on the front corners and rear center of the vehicle) and shall furnish the Transportation Manager with a description of each vehicle and number on or before the effective date of this Contract and on or before June 20th of each subsequent year. In addition, the Contractor shall display a route identification sign on the passenger sides of each bus. Contractor shall not use any markings or lettering which identifies the bus or equipment as operated by or belonging to the Agency.
- (5) Medical Emergency Information Card - Every bus used to transport pupils for the Agency shall be equipped with a "Medical Emergency Information" card. This card is subject to approval by the Agency and shall be displayed in such a way so as to be in plain sight for use by the driver or any other person during an emergency situation.
- (6) Graphics - The Contractor agrees to the use of graphics on or within the buses as specified by the Agency, except where prohibited by law. Graphics refer to color coding, signs, cartoons, or symbols. No advertisement of any form is permitted.

e. Supplies

The Contractor is responsible for procuring all supplies, utilities and related expenses for items necessary to provide the services called for in this Contract unless otherwise agreed to in writing by the Agency.

8. **CONTRACTOR'S RECORDS AND REPORTING REQUIREMENTS**

a. Operating Records

The Contractor shall maintain daily records indicating route numbers, bus numbers, driver names, the number of pupils transported to each site, and the number of miles and hours driven. These records shall be kept for a minimum of five (5) years following expiration or termination of this Contract. A copy of these records shall be submitted to the Transportation Manager.

b. Personnel Records

The Contractor shall maintain records that include documentation of all drivers, management personnel, and support staff in compliance with legal requirements and standards and requirements set forth in the Contract. These records shall be kept for a minimum of five (5) years following expiration or termination of this Contract

c. Fleet Records

The Contractor shall maintain preventive maintenance policies, records, and schedules, all bus maintenance records, and copies of all California Highway Patrol, and California Department of Transportation Vehicle Inspection reports for buses servicing this Contract. The Contractor shall make these records available for review by the Agency upon request. These records shall be kept for a minimum of five (5) years following expiration or termination of this Contract

d. Reports to be Submitted to the Agency

The Contractor shall submit the following reports or studies to the Agency upon request and on an occurrence basis:

- (1) Accident Reports - Every school bus accident or incident involving a school bus shall be verbally reported immediately to the Transportation Manager. A written report shall be submitted to the Transportation Manager as soon as possible, but in no event later than three (3) working days after the accident. The school bus accident report shall be clear and provide at a minimum the following information:
  - a. Number of pupils on board at the time of the accident and the names of each;
  - b. Whether injuries occurred;
  - c. The date and time of the accident;
  - d. The route number, driver's name, location of accident, involvement of other vehicles, and nature and extent of property damage;
  - e. The Contractor's assessment of liability.
  - f. Reports completed by the Contractor's management and by the driver; and
  - g. Reports obtained from the California Highway Patrol or from any other law enforcement agency.
- (2) 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.
- (3) Pupil Citations – A copy of each pupil bus citation must be provided to the Transportation Manager and to school personnel.
- (4) Summary of Late or Missed Trips – Weekly written reports on each late or missed trip, with cause of problem and corrective action taken.
- (5) Notification of Hazards - Notification of a hazard or obstacle observed by Contractor's personnel along routes.

- (6) Complaints – Weekly written reports on the disposition of all complaints regarding the service provided by the Contractor, whether received in writing, over the phone, or listed on the liquidated damage report.
- (7) Ridership – Weekly written reports on pupil ridership levels for each run for each day of the week.
- (8) Other reports or studies as requested by the Agency or Transportation Manager.

## SECTION C. AGENCY’S RIGHTS AND OBLIGATIONS

### 1. AUTHORITY TO REMOVE BUSES FROM SERVICE

At the request of the Agency the Contractor shall immediately remove from service to the Agency each bus determined unfit for service by the Agency or by the Contractor, or by a Law Enforcement Officer, and shall replace it at no additional expense to the Agency. The Agency shall provide specific reason for its request to remove a bus from service.

### 2. AUTHORITY TO REQUIRE REMOVAL OF DRIVERS

The responsibility for hiring and discharging personnel rests entirely with the Contractor. The Contractor agrees that it will not enter into an agreement or arrangement with an employee, person, group or organization which will in any way interfere with the Contractor’s ability to comply with this Contract. The Agency reserves the right to require the Contractor to remove from service a person or driver who, in the opinion of the Agency is not qualified to operate a school bus for service in accordance with the operating and safety standards required by the Agency.

### 3. RECOVERY FOR SERVICES NOT RENDERED

To recover losses and to discourage poor performance, the Agency may assess liquidated damages against the Contractor as specified in Section A.3.h. of this Contract. These damages shall accrue in addition to the provision that the Agency may not pay for any service that has not been provided.

### 4. SERVICES PROVIDED BY THE AGENCY

The Agency is responsible for and shall provide the following: i) preliminary route information; ii) coordination of student subscription service; and iii) lists of pupils receiving transportation and necessary information for each. The Agency may provide these services through a person designated by the Agency.

## SECTION D. MISCELLANEOUS

### 1. RECORDS

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Contractor shall allow a representative of Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall

allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of five (5) years from the date of final payment under this Contract.

2. THIRD PARTY RIGHTS

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the Agency and the Contractor.

3. ENTIRE AGREEMENT

This Contract, with its exhibits, represents the entire understanding of Agency and Contractor as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Contract may not be modified or altered except in writing signed by both parties hereto. This is an integrated Contract.

4. SEVERABILITY

The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the provisions unenforceable, invalid or illegal.

5. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the signatories hereto execute this Contract as of the Effective Date and warrant that they have the authority to bind their respective entities and the parties hereto.

<b>LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY</b>	<b>[INSERT CONTRACTOR NAME]</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

Approved as to form: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**RATES FOR SERVICE**

*[Rates for Service attached behind this cover page]*

**EXHIBIT "B"**  
**LIQUIDATED DAMAGES TABLE**

*[Liquidated Damages Table attached behind this cover page]*



EXHIBIT "B" - LIQUIDATED DAMAGES

(1)	Late Bus 15 min.	Each bus run which is fifteen (15) minutes late or more to or from home or school shall be assessed liquidated damages of 50% of the daily rate.	50% of daily rate per run
(2)	Late Bus 30 min.	Each bus run which is thirty (30) minutes late or more to or from home or school shall be assessed liquidated damages of 100% of the daily rate.	100% of daily rate per run
(3)	Failure to furnish vehicle and driver (missed run)	If the Contractor fails to furnish a vehicle and driver for any run, liquidated damages shall be assessed at 150% of the daily rate. The assessment of damages does not relieve the Contractor of its obligation to provide sufficient buses and drivers including spares or substitutes, or perform such service.	150% of daily rate per run
(4)	Failure to Seek Approval to Drive	Managers, dispatchers and field representatives shall not drive school buses except in emergency or as approved by the Transportation Manager. Failure to seek approval shall result in liquidated damages of 100% of the daily rate.	100% of daily rate
(5)	Permanent Drivers Assigned to drive outside Lamorinda	Section B. 2. C. (2) states the Contractor shall assign drivers on a permanent basis for the school year. Assigning permanent drivers to drive outside of Lamorinda or for another contract without prior approval shall result in liquidated damages of 50% of the daily rate.	50% of daily rate
(6)	Unauthorized Bus Stop	If a driver makes an unauthorized bus stop (a bus stop not approved by the Transportation Manager), liquidated damages shall be assessed in the amount of 25% of the daily rate.	25% of daily rate
(7)	Missed Bus Stop	If a driver misses a bus stop and fails to pick up a student, liquidated damages shall be assessed in the amount of 25% of the daily rate.	25% of daily rate
(8)	Failure to Notify – Late Buses and Stand-by or New Drivers	Failure of the Contractor to provide the Transportation Manager immediately, or within a reasonable time as dictated by the nature of the occurrence or incident, complete and accurate information relating to early or late buses or routes covered by stand-by or new drivers shall be assessed 25% of the daily rate per incident.	25% of daily rate
(9)	Failure to Notify Schools of Late Buses	Failure of the Contractor to notify the applicable schools of a late bus immediately or within a reasonable time as dictated by the nature of the occurrence or incident shall result in liquidated damages of 25% of the daily rate.	25% of daily rate
(10)	Failure to Notify of a Bus Accident	Failure of the Contractor to notify the Transportation Manager as soon as possible and in no event later than one hour after the Customer Service General Manager becomes informed of a school bus accident or an incident in which a child may have sustained injury shall be assessed liquidated damages in the amount of 100% of the daily rate.	100% of daily rate
(11)	Failure to Provide Equipment	Failure to provide the appropriate equipment required for each bus, including but not limited to, two-way radios, fire extinguishers, etc., shall result in the assessment of liquidated damages in the amount of 25% of the daily rate per day per bus and continuing at this rate for so long as the Contractor fails to provide such equipment.	25% of daily rate
(12)	Operating a Bus in an Unsafe or Illegal Manner	If a driver operates a school bus in an illegal manner, including but not limited to operating an overloaded bus, liquidated damages shall be assessed in the amount of 100% of the daily rate.	100% of daily rate