

TRANSPORTATION AGREEMENT

RAYMOND SCHOOL DISTRICT

AND

STUDENT TRANSPORTATION OF AMERICA

This Transportation Agreement ("Agreement") is made on March 22, 2019 by and between the Raymond School District (hereinafter referred to as the "School District"), and Dail Transportation / Student Transportation of America Transportation, Inc. of 103 Route 107, Epsom, NH (hereinafter referred to as the "Contractor").

CONTRACT TERM

The contract term for student transportation services will be for five (5) school years to commence on July 1, 2019, and terminate on June 30, 2024. The Contractor and the Administrator in Charge of Superintendent Services with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension.

GENERAL CONDITIONS

1. The Contractor shall transport all of the School District's students to and from the elementary, middle and high schools, and shall transport high school students to and from morning and afternoon sessions at Seacoast School of Technology utilizing (9) buses. In addition, the Contractor shall transport middle and elementary school students from each school's after-school program; and students to and from the School District for extracurricular activities.
2. The Raymond School District reserves the right to make changes in bus routes, scheduling bus stops, drivers and student pick-up lists when such changes are in the best interest of the Raymond School District. Any such changes must be authorized by the School District.
3. The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, the Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for the Contractor to respond quickly to emergencies requiring the immediate dispatch of buses. The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. The Contractor prior to signing the Contract must provide the School District either with evidence of ownership of a transportation terminal or a letter of intent to lease a facility.
4. The Contractor shall not assign or sublet the Contract unless approved in writing by the Raymond School Board and the action is in full compliance with all applicable directives and laws.
5. The School District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the School District if the Contractor does not perform the services specified or comply with the conditions of the Contract by, for example, providing working audio/video units on every bus every day, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Contractor shall pay the

School District \$250.00 for each breach of the Contract relating to non-performance of services or non-compliance with conditions of the Contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor. This provision does not apply to limit the School District's remedies in the event of third party claims which are subject to indemnity and/or additional insured protection.

6. The Contractor shall carry any and all such insurance with a company or companies satisfactory to the School District, which will protect the Contractor, the School District, and the School District's officers, employees, volunteers agents, and representatives, for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses, compensation, and attorneys' fees including but not limited to any and all claims for personal injury and/or death and property damage including those caused by the negligent, intentional, or wrongful acts of the Contractor which may in any way arise, directly or indirectly from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of this Contract. The Contractor further agrees that the Raymond School Board, the Raymond School District, the School District's officers and employees, volunteers, agents and representatives, shall be named insureds in any and all such insurance policies required by virtue of this Contract; said School District is entitled to written notice twenty (20) days prior to cancellation of any such policy and said Contractor further agrees to defend, indemnify and save the Raymond School Board, the Raymond School District, and all of the officers, employees, volunteers, agents, and representatives of the School District harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way growing out of any claims referred to above. Certificates of any and all such insurance shall be filed with the School District prior to the effective date of this Contract, and prior to the opening day of each school year covered under this Contract, and such insurances of the type and in the amounts as outlined below.

7. Liability for the Contractor's personnel while in the performance of duty under this contract shall be the responsibility of the Contractor. The School District shall not be held liable for any personnel in the employ of the Contractor. The Contractor shall provide proof of workers' compensation insurance meeting State of New Hampshire limits and providing employers' liability coverage.

8. In the event of a strike or any reason causing the interruption of services or operations, the Raymond School Board has the right, after notification in writing, to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor for each day of service not rendered. These deductions will be based upon 178 operating days.

9. This Contract is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this Contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service embraced in this Contract. Any suit, action or proceeding with respect to this Agreement will be brought to an appropriate court in Rockingham County and the parties accept the exclusive personal jurisdiction of those Courts for the purpose of any suit, action, or proceeding.

10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at Contractor's expense and provide proof of same to the

School District.

11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies.

ECAF	Audio and Video Surveillance on School Buses.
EEA	Student Transportation Service.
EEAE	School Bus Safety Program.
EEAEA	Mandatory Drug and Alcohol Testing.
EEAEA-R	Drug and Alcohol Testing for School and Commercial Vehicle Drivers.
EEAF	Special Use of School Buses.
JICDA	Student Safety and Violence Prevention.

12. As part of this Contract, the Contractor agrees to transport on all days when the Seacoast School of Technology is in session, all students who attend the Seacoast School of Technology. Said transportation to the Seacoast School of Technology will consist of two round trips per day, taking the students from Raymond High School to the Seacoast School of Technology, waiting- at the school during the session, and returning with those students to Raymond High School at the end of the forenoon, before picking up a second group to be transported from the Raymond High School to the Seacoast School of Technology and returning with those students to Raymond High School in the afternoon of that day. Failure to do so will result in \$250 fine per instance under General Conditions, No. 5. These trips presently are incorporated into the regular daily transportation utilizing nine (9) buses; so long as additional buses or service is not required, there shall be no additional charge for these trips.

Operations

1. The School District is scheduled to operate schools for one hundred seventy-eight (178) days per year. The School District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the School District extend the days of operation beyond one hundred seventy-eight days (178), the Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of services.

2. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.

3. The Contractor agrees to conduct bus evacuations for all students twice per school year. Such drills will be scheduled by the Contractor and be conducted at a time that will not conflict with regular bus route operations. The Contractor will provide all drivers with specific training in bus evacuation procedures.

4. All drivers will be appropriately licensed by the State of New Hampshire to operate vehicles assigned and meet state and federal regulations on any and all appropriate qualifying testing, including drug and alcohol testing as per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, cost of such to be incurred by the Contractor.

5. The school bus shall be driven at all times by a person who is twenty-one (21) years of age or older,

of good character and approved in advance by the Administrator in Charge of Superintendent Services and the New Hampshire Department of Safety. The school bus driver must be approved annually prior to the opening of school and must provide a medical certificate showing satisfactory physical condition complying with NH RSA 200:37.

6. The Contractor shall report any accident involving student transportation to the Administrator in Charge of Superintendent Services or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. The Contractor must submit a detailed written report to the Administrator in Charge of Superintendent Services or his/her designee as soon thereafter as possible and not later than three (3) days after the date of such accident

7. The Contractor will provide training to all drivers employed under this Contract in conformance with federal and State Statutes and regulations as part of the Contract and will not seek additional payment therefore. The Contractor must maintain current, accurate records documenting the training of each driver. The Contractor must make these records available for inspection upon request by the School District.

8. The School District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under the Contract with the School District. The School District may also unilaterally determine the routes and pick-up points for all students to be transported. The School District agrees to consult with the Contractor prior to prohibiting a driver from providing services under Contract and changing a route/pick-up, and will document that decision to the Contractor in writing.

9. The Contractor shall allow bus monitors to ride on school buses when the School District deems it necessary. Monitors shall be employees of the Contractor. The School District reserves the right for its duly authorized representatives to inspect any and all of the buses and their operations, by riding as passengers on buses provided by the Contractor, or by other reasonable means.

10. The Contractor agrees to seek information for emergency situations on forms supplied by the Contractor and completed by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency. The School District agrees to cooperate in obtaining this information.

11. The School District and the Contractor and/or the Raymond School Board, in conjunction with each other, agree to establish a standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Contract, subject to addition or deletion of riders or modification by the School District.

12. The Contractor in agreement with the Administrator in Charge of Superintendent Services or his/her designee will make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the School District.

13. The Contractor will make every attempt to minimize the amount of time students will spend on each vehicle subject to the limitations in Operations, No. 14. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and School District will meet to determine if and when additional or fewer vehicles will be added at additional costs, or reductions to address this potential problem.

14. The Contractor shall provide a sufficient number of buses such that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.

15. No commercial merchandise shall be carried on any bus route.

16. At the discretion of the School District, the Contractor shall provide one or more 83-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity.

The School District will pay the Contractor a separate amount for this transportation as specified in Schedule A. It is to be specifically understood and agreed that the School District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The School District, at its sole discretion, may contract with other bus contractors.

17. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, an adjustment would be made by the Contractor from its daily invoicing rate.

Vehicle Requirements

1. The Contractor will provide an adequate number of eighty-three (83) passenger transit style buses, plus an adequate number of spare buses (based on route/pick-up needs). Every bus will be equipped with a working audio/video unit, automatic transmission, and power assisted service door. If the School District so chooses, and notifies the Contractor on or before July 10 of each school year during the life of the Contract, the School District may require the Contractor to add or subtract one or more of the eighty-three (83) passenger buses from the buses stipulated above for that school year. The cost for adding or subtracting each bus shall be added or subtracted from the prices stipulated in this Contract.

Audio/video tapes will be made available to School District within 24 hours of request. If an audio/video tape is not provided, Contractor shall pay School District \$250 for each instance per General Conditions, No. 5.

2. At no time during the Contract will a vehicle be more than ten (10) years old. Vans shall not be used in lieu of buses.

3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns which have a manufacturer date no earlier than 10 years old at any time.

4. The Contractor will provide at its sole expense all supplies required under the Contract including diesel, gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. The Contractor will provide these materials to meet individual safety and transportation needs of students as required by the School District.

5. The Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle.

6. The Contractor must inspect all buses daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Contractor, and made available to the School District on demand.

7. The Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the Contractor, and made available to the School District on demand. The Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of the Contractor.

8. Snow tires or all-weather treads shall be required on all buses during the winter months (October- April).

9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal laws and regulations.

10. When traveling on school grounds, bus drivers shall follow the traffic patterns established by the School District.

11. The Contractor will install a system of communication (non-CB 2-way Radio) with sufficient capacity for communication between each bus and the Contractor's dispatch terminal in each vehicle to assist with efficient and safe operation of the vehicles. The Contractor will monitor radio transmission through a dispatch base during the normal business hours.

12. All buses under Contract for daily transportation of students must bear "Raymond School District" on both sides and shall be used solely for transporting assigned students during the entire year.

Driver and Monitor Requirements

1. All bus drivers are to have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations.

2. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.

3. The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. The Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the employee beginning employment, but the Contractor may employ the operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire. The School District has the unilateral right to require the Contractor to remove any bus driver, monitor and/or other employee.

4. Bus drivers and monitors may not use any tobacco products while on the bus or while on School District property.

5. Bus drivers are to submit certificates of physical examination or physical condition as required in RSA 200:37.

6. The Contractor shall be required to maintain and furnish the following information on each driver to the School District on request:

- a. Name of driver
- b. Residence address
- c. Telephone number
- d. Certificate of physical examination
- e. Record of previous driving experience
- f. Date and number of current commercial driver's license/school bus certificate.
- g. Bus and route assignments
- h. Evidence of satisfactory reference
- i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a

7. All bus drivers and monitors will enforce reasonable rules of behavior as required by the School District and the Contractor. Operators shall report in writing to the School District, on a form provided by the School District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.

8. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the School District.

9. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.

10. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.

11. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.

Contract Terms

1. The base contract year is the school year calendar for 178 days. Summer transport will be quoted separately.

2. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the Raymond School District may terminate this Contract by written notice within thirty (30) days of adoption of the School District budget for the fiscal year in question, and the Contract shall be terminated effective immediately.

3. The Contractor agrees to pay all taxes and fees incurred in the registration of

the vehicles and to maintain the registration of the vehicles for the duration of the Contract.

4. The annual contract sum set forth on Schedule A shall be paid by the School District in ten equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by the Contractor on a monthly basis and paid by the School District within thirty days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.

5. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this Contract meeting State of New Hampshire workers' compensation limits and providing employer's liability coverage. Prior to the commencement of the Contract, the Contractor shall provide the School District with proof of same.

6. The Contract may be terminated by the School District for unsatisfactory performance. In such case the School District shall give written notice to the Contractor citing the unsatisfactory performance, giving the Contractor ten (10) school days to improve its performance to the satisfaction of the School District. If the performance of the Contractor does not improve to the satisfaction of the School District, the School District may immediately terminate the Contract with the Contractor.

7. In the event of a contractual termination the School District reserves the following option: The School District may employ another carrier to complete the terms of this Contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the School District. Under this option the Contractor will be required to indemnify the School District for any loss the School District sustains arising out of lack of performance of this Contract by the Contractor.

8. The School District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default, or in the event the Contractor forecloses for any reasons, the School District shall have the right to exercise the option as set forth above, Contract Terms, No. 7.

9. The School District shall have the right to terminate the Contract on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of School District pupils unnecessary.

10. Any termination of the Contract by the School District shall be without cost or penalty to the School District. The School District shall be liable to the Contractor only for the amounts due the Contractor as of the date of termination.

11. The Contractor shall not have the right to assign the Contract to any other person, firm or corporation without School District approval.

12. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees, volunteers, and representatives from and against all claims, damages, judgments, liabilities, losses, costs or injuries or

expenses including attorney's fees to any person or firm or any other damages arising directly or indirectly out of the actions of the Contractor, its officers, agents, employees, volunteers and representatives in fulfilling the terms of its contract with the School District including those caused by the negligent, intentional, or wrongful acts or omissions of the Contractor or any one person or company directly or indirectly employed by the Contractor or retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of the Contract.

13. The Contract documents shall consist of:

- "Request for Proposals -School Bus Transportation Services"
- All documents submitted by the Contractor in satisfying the request for proposals
- Signed contractual agreement executed in a form approved by the Raymond School Board
- Schedule A
- Raymond School Board Policies:
 - ECAF - Audio Video Surveillance on School Buses
 - EEA - Student Transportation Services
 - EEAE - School Bus Safety Program
 - EEAEA -Mandatory Drug and Alcohol Testing
 - EEAEA-R- Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
 - EEAF -Special Use of School Buses
 - IICDA - Student Safety and Violence Protection

14. The Contractor is an independent contractor. No employee of the Contractor shall be considered to be an employee of the School District. The Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all of its officers, employees, volunteers, agents and representatives.

15. The insurance and indemnification obligations shall survive termination of this Contract.

RAYMOND SCHOOL DISTRICT

SCHOOL TRANSPORTATION BID FORM

(This form becomes "Schedule A" upon signature of a contract)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due December 19, 2018, at the following costs:

	Year One 2019-20	Year Two 2020-21	Year Three 2021-22	Year Four 2022-23	Year Five 2023-24
Total cost for providing daily transportation services for nine (9) District buses	<u>512,131</u>	<u>535,176</u>	<u>559,259</u>	<u>576,037</u>	<u>593,318</u>
Cost for extra-curricular and/or athletic trips					
a. Cost per mile	<u>2.45</u>	<u>2.50</u>	<u>2.50</u>	<u>2.55</u>	<u>2.55</u>
b. Cost per hour	<u>28.25</u>	<u>29.00</u>	<u>29.75</u>	<u>30.50</u>	<u>31.25</u>
Cost for Kindergarten and After-School Programs					
a. Cost per trip	<u>79.00</u>	<u>81.50</u>	<u>84.00</u>	<u>86.50</u>	<u>89.00</u>

CONTRACTOR: Dail Transportation, Inc - Student Transportation of New Hampshire

103 Route 107

Epsom, NH 03234

AUTHORIZED SIGNATURE:


Gregg Stinson

Student Transportation of America

Agreed to By:



Name/Title: Gregg Stinson
V.P Operations -NNE
Student Transportation of America

Date:

Raymond School District

Agreed to By: Margaret Whitmore

Name/Title: Margaret Whitmore, Business Administrator
Administrator in Charge of Superintendent Services Raymond School
District

Date: 3/29/19

ADDENDUM TO STUDENT TRANSPORTATION AGREEMENT
**Student Transportation of America dba Dail Transportation and
the Raymond School District.**

This addendum to the Student Transportation agreement, which was executed on March 22, 2019, by and between the Raymond School District, (hereafter "DISTRICT") and Student Transportation of America dba: Dail Transportation, Inc. (hereafter "Carrier") is made this 14th day of July 2023.

WHEREAS both the District and the Carrier desire to extend the contract for 3 additional years through June 30, 2027. Both parties agree to the following terms and conditions:

1. The contract shall be extended for 3 years through June 30, 2027.
2. The price per day per bus for transportation services provided and detailed in the transportation contract shall increase from the 2023-2024 rates to the rates detailed below.

2024-25 \$390.72 per bus, per day
2025-26 \$414.17 per bus, per day
2026-27 \$436.95 per bus, per day

3. Field trip, co-curricular and athletic transportation:

2024-25 \$32.96 per hour and \$2.69 per mile
2025-26 \$34.93 per hour and \$2.85 per mile
2026-27 \$36.85 per hour and \$3.00 per mile

*All trips shall be subject to a 2-hour minimum charge.

4. Fuel:

It is agreed that if during the life of the contract, the price of diesel fuel varies by more than 10% from the base price per gallon of \$3.36 (net of federal & state taxes) The District will be invoiced the difference.

5. Liquidated damages: In the event that any route is not operated due to driver shortage the district shall receive a 70% credit of the daily rate for the route not run. There shall be no additional penalties above the 70% credit of the daily rate.

6. All provisions stated in the Student Transportation agreement, which was executed on March 22, 2019, remain in place and in effect except for the provisions expressed in this document.

Student Transportation of America

By:

Printed name: Brian S. Hemerway

Raymond School District

By:

Printed name: Terry Leatherman

AGREEMENT FOR THE TRANSPORTATION OF PUPILS

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, (this "Agreement"), is made and entered into this 28th day of June, 2023 by and between **RAYMOND SCHOOL DISTRICT**, hereinafter referred to as ("Customer"), and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 2601 Navistar Drive, Lisle, Illinois 60532, hereinafter referred to as ("Contractor"). Customer and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Term.** The term of this Agreement shall be for a period of five (5) years beginning July 1, 2023 through June 30, 2028. This Agreement shall be renewable for two (2) additional terms of one (1) years, at the option and mutual written agreement of both parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.
2. **Scope of Services.** Contractor shall provide pupil transportation services to Customer which services shall include, but are not limited to, transporting students; providing equipment, storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") based on the assumptions and at the rates set forth on Schedule A and as otherwise described in this Agreement.
3. **Change in Scope of Services.** The following provisions shall apply in the event of the applicable reduction in service:
 - (a) **Minimum Operating Days.** This Agreement and Contractor's rates set forth hereunder contemplate a base term of one (1) years and a minimum of 178 operating days per school year in accordance with the regularly scheduled school year. Customer agrees to provide Contractor with reasonable written notice if Customer changes the school calendar such that the number of minimum operating days falls below 178 so that the parties may engage in good faith negotiations to adjust Contractor rates prior to the end of the then current school year. If the parties cannot reach an agreement, or if Customer does not provide Contractor with adequate notice of the reduction in school days, such that a renegotiation of rates prior to the end of the then current school year is impracticable, Customer agrees to pay Contractor in accordance with section (c) below.
 - (b) **Reduction in Service.** If the average daily number of routes, mid-day runs, shuttles or after school runs is changed by five percent (5%) or more from the original Scope of Work, Contractor, upon written notice to Customer, may request an adjustment to rates, which shall be conducted in good faith. If the parties cannot reach an agreement, Contractor may terminate the Agreement at the end of the applicable school year upon sixty (60) days written notice to Customer.
 - (c) **Cancelled Operating Days.** If Customer cancels any Work due to inclement weather (such as, but not limited to, snow, ice, flood, extreme cold/extreme heat), for health or safety reasons, or other emergency situations (including but not limited to pandemics, plagues, political unrest, executive / governmental orders etc.), such that the minimum operating days fall below 178, Customer agrees to pay a sum equal to fifty percent (50%) of the daily charges for each operating day cancelled.
4. **Payment for Services.** On or about the first business day of each month Contractor shall submit invoices in the form and number required by Customer for all services performed under this Agreement.

(a) Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time after receipt of invoice, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees.

(b) If Customer, acting in good faith, disputes the accuracy of all or part of any invoice, Customer must notify Contractor of such dispute within ten (10) days of the receipt of the invoice, including the specific line item subject to dispute and the reasons for the dispute. Notwithstanding such dispute, Customer shall pay all undisputed amounts in accordance with this Section 3. Except as set forth in this Section 3 or as otherwise specified in this Agreement, Customer shall have no further right to set-off.

(c) In the event undisputed sums due and payable are not received within thirty (30) calendar days of the date of invoice, a late charge of 1.5% per month or the maximum percentage allowed by law, whichever is less, of the outstanding balance will be assessed upon the account.

(d) In the event such undisputed sums are not received within sixty (60) days, service may be discontinued until such time as Contractor has received all sums due, and Customer shall hold Contractor harmless for any damages resulting from the discontinued service due to Customer's failure to pay.

5. Adjustment of Rates.

a. The rates are set forth in the attached Schedule A.

b. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the bid specifications of the Customer (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), Contractor, upon written notice to Customer, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

6. Document Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, including Customer's Request for Proposal, regarding the subject matter of this Contract, or any part thereof, shall have any validity or bind the Parties. The complete Agreement consists of this Agreement and the Proposal of Contractor, which is incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Proposal, the terms of this Agreement shall govern.

7. Permits and Licenses. Contractor, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications as required by law for the execution of this Agreement.

8. Insurance. Contractor shall maintain insurance as set forth below during this Agreement period and shall furnish a certificate of insurance for General and Auto Liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to Customer.

General and Auto Liability insurance shall be maintained to protect Contractor from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. General and Auto Liability insurance shall each have a combined

single limit of Five Million Dollars (\$5,000,000). Workers' Compensation insurance shall be maintained as required by law and to protect Contractor from claims, which may arise from its operation under this Agreement.

9. Hold Harmless Agreement. Contractor shall hold harmless and indemnify Customer, its Governing Board, Officers, Agents, and Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under this Agreement.

To the extent permissible by law, Customer shall hold harmless and indemnify Contractor, its Officers, Agents, and Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Customer or of any person, firm, or corporation, directly or indirectly employed by Customer upon or in connection with its performance under this Agreement.

10. Safety Program. Contractor shall provide formal safety instruction on a regular basis for all operating personnel assigned to this Agreement.
11. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees or its Agents shall be considered to be an Officer, Agent, or Employee of Customer.
12. Assignments. Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise Customer of such assignment or transfer.
13. Subcontracting. Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of Customer, except on a short term, interim basis in the event of an emergency. Consent shall not be unreasonably withheld.
14. Routing and Scheduling. Prior to the start of any service under this Agreement, Customer and Contractor shall cooperatively establish routes and schedules conforming to the needs of Customer. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, Customer and Contractor shall plan and institute such changes jointly. Contractor shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by Contractor on such basis as may be determined by it to be most efficient, but shall be approved by Customer and shall not be revised without mutual consent and authorization.
15. Contractor's Personnel. Contractor shall employ and assign for services under this Agreement a sufficient number of regular and substitute drivers based on projected basic and supplementary transportation, taking into account the current driver absence rates. Contractor shall be solely responsible for hiring and discharging its employees. Customer shall have the right to request removal of any of Contractor's employees from providing services under this Agreement provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination.
16. Record Keeping and Accident Reports. Contractor will be required to provide access to any and all operational records related to the provision of services under this Agreement and kept in the ordinary course of business to Customer within 30 days of Customer's written request for such records. Customer shall maintain the confidentiality of Contractor's records. All operational records, including,

but not limited to audio, digital and video recordings are, and shall be, the exclusive property of Contractor.

All equipment involved in an accident shall be reported as defined by law. Accidents involving Contractor's equipment or personnel while operating for Customer shall also be reported to Customer. If requested by Customer, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to Customer on forms provided by Customer.

17. Equipment Requirements. All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the state in which District operates.
 - a. Regular preventive maintenance shall be practiced on all buses.
 - b. Spare buses, either Customer or Contractor supplied, of appropriate sizes, and meeting all the above requirements, shall be located by Contractor at points close enough to Customer so they may be substituted for regularly assigned buses, if needed, without delay.
 - c. It is specifically understood between the Parties that prices under this Agreement do not include modifications to vehicles that might at some point in the future be required by government agencies or Customer. If, during the term of this Agreement, equipment modifications, including seat belts, are mandated, Contractor and Customer shall negotiate in good faith price increases related to such modifications. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of this Agreement, levels of service, etc. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed-upon date.
18. Fuel. Fuel shall be paid for and provided by Contractor.
19. Termination of Agreement. If either Party refuses or fails to perform services as required as specified in this Agreement, or any separable part thereof, the other Party may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within forty-five (45) days after service of such written notice of the condition or violation the party in breach shall cease and make satisfactory arrangements for the correction thereof, this Agreement shall, upon the expiration of the forty-five (45) days, cease and terminate.
20. Termination for Lack of Funding. District shall have the right to terminate the Agreement at the end of any contract year if it has been denied adequate funding for the provision of school bus services. In the event District is denied adequate funding for the provision of school bus services, District shall immediately notify Contractor in writing. In the event funding is restored, Contractor shall have the right of first refusal to resume providing services to District in accordance with the Agreement.
21. Termination for Convenience. The Agreement may be cancelled by either Party, without cause, upon ninety (90) days advance written notice. Upon receipt of the notice of termination under this section, Contractor shall (i) immediately stop all work as specified in the notice of termination; (ii) not enter into new subcontracts for materials, services, equipment, or facilities, except as necessary to complete services through the effective date of termination; (iii) terminate all subcontracts to the extent they relate to the work terminated. Within ninety (90) days after the effective date of termination, Contractor may submit to District a claim reflecting (x) the cost of services performed prior to the effective date of termination and (y) reasonable charges that Contractor can demonstrate to the satisfaction of District using its standard record keeping system have resulted from the termination. Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

22. Notices: Notices to either Party to this Agreement shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

CUSTOMER: Raymond School District SAU #33
43 Harriman Hill Road
Raymond, New Hampshire 03077
Telephone: (603) 895 - 4299

CONTRACTOR: Durham School Services, L.P.
Attn: Contract Management Specialist
2601 Navistar Drive
Lisle, Illinois 60532
Telephone: (630) 821-5400

23. Discipline. Contractor will report serious or persistent misconduct on the part of students to the designated Customer employee. Customer shall then impose reasonable disciplinary measures upon the students in accordance with its discipline management program.
24. Force Majeure. Contractor shall be excused from performance hereunder, and Customer shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, pandemic, governmental / executive order, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor, or renders Contractor's performance of this Agreement commercially impracticable, excessively difficult, expensive or harmful for Contractor's employees to perform.
25. Dispute Resolution. The parties agree to meet and confer in good faith on all matters and disputes under this Agreement. If a dispute is not resolved under the foregoing, and one Party informs the other in writing that it reasonably believes that the differences between the parties are not likely to be reconciled through further negotiation, then the parties agree to submit such dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in Tennessee and will be conducted before a panel of three (3) members. Customer and Contractor shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the parties and may be submitted for enforcement to any court of competent jurisdiction. All costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing party.
26. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire.
27. Severability. In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.
28. Attorney's Fees. If any legal action is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded.
29. Wage Protection. In the event market conditions dictate that employee wage increases are necessary, including adjustments for hazard pay required due to a state of emergency or other governmental action or legislative mandate - the Customer agrees to enter into negotiations with the Contractor to mitigate the financial impact of any increased wages on the Contractor. In the event the Customer and the

Contractor cannot come to a mutual agreement, the Contractor has the right to terminate the Agreement. The Contractor will provide the Customer with ninety (90) days written notice prior to termination.

30. Liquidated Damages. District must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and Contractor must assess such liquidated damage claim within 30 days of its occurrence. No liquidated damages shall be assessed during the first 30 days of any Agreement school year. Failure to timely notify shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide specifics regarding the occurrence, including a reference to the contract provision at issue as well as all information necessary for Contractor to review the claim. This Agreement does not provide for a District unilateral right to set-off and District cannot deduct the liquidated damages from payment due Contractor until Contractor has confirmed in writing (email is an acceptable form of writing) to the District that the claim and amounts are appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

RAYMOND SCHOOL DISTRICT SAU #33

By: Durham Holding II, L.L.C.,
Its general partner

By: William H. Unverzagt
Name: William H. Unverzagt
Title: CFO
Date: 6/29/2023

By: Margie Whitmore
Name: Margie Whitmore
Title: Business Administrator
Date: 7/10/23

SCHEDULE A

RAYMOND SCHOOL DISTRICT
 Special Education Transportation Services
Proposed Pricing Page

Name of Contractor: **Durham School Services, L.P.**

Rate Type	Base Hours	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Vehicle Base Rate*	5 Hours	\$360.87	\$387.22	\$406.59	\$422.86	\$439.78
Midday Base Rate*	1.5 Hours	\$108.26	\$116.17	\$121.98	\$126.86	\$131.94
Vehicle Excess Hourly Rate	-	\$41.50	\$44.53	\$46.76	\$48.64	\$50.59
Monitor Hourly Rate	-	\$25.78	\$27.67	\$29.06	\$30.23	\$31.44
Field Trip Hourly Rate	-	\$41.50	\$44.53	\$46.76	\$48.64	\$50.59
Field Trip Per Mile Rate	-	\$2.74	\$2.95	\$3.10	\$3.23	\$3.36

*All Base Rates are based on the the amount of hours listed under "Base Hours". Any time in excess of the corresponding Base Hours will be charged the appropriate Excess Hourly Rate. Time will be calculated from the beginning vehicle parking location to the final vehicle parking location.

**Rideshares routes with other districts will receive a \$100 discount from the "Vehicle Base Rate". If there is a monitor on a rideshare route, the rideshare discount shall also include \$5 off the "Monitor Hourly Rate".

Year 1 Anticipated Cost

# of Vehicles	<u>.15</u>	x 178 days	=	<u>\$963,503</u>
# of Monitors	<u>4</u>	x 178 days	=	<u>\$91,777</u>

Year 1 Estimated Base Total*** = \$1,055,280

***Base Total provided is only for the listed Vehicle and Monitor Base Rates. Any Excess or Midday charges will be additional, and are not included in the provided Year 1 Estimated Base Total.

Note: The above quoted rates are only valid on the condition that two additional routes are added based on the original proposal of 13 routes. The vehicles for these two additional routes are exempt from any applicable max vehicle age requirements for the 2023-2024 school year.

Contractor:

Durham School Services, L.P.

Signature:

Date:

May 16th, 2023

