

Board of Education
Dixon Unified School District

Subject: Special Education and Pupil Services

Meeting Date: October 25, 2012

Item #: **X – C.1**

Agenda Item Submitted For:

- Consent
- Public Hearing
- Action, Information, Discussion
- Action
 - Resolution
- Information
- Discussion

SUBMITTED BY: Elizabeth Connaughton (Villarreal) – Director Special Education & Pupil Services

PRESENTED BY: Elizabeth Connaughton (Villarreal) – Director Special Education & Pupil Services

Management Recommendation:

Renewal of contract for transportation services with Michael's Transportation for the 2012-2013 school year.

Discussion:

Michael's Transportation effectively served our students with transportation needs during the 2011-2012 school year. We are securing their services for the 2012-2013 school year.

Financial Impact:

2012-2013 Contract not to exceed \$167,000.0

District Goal this item addresses:

- Increasing Student Learning
- Improving the Learning Environment
- Increasing Parental Involvement
- Managing our Resources Effectively
- Building Confidence in District Leadership

AGREEMENT

Pupil Transportation Services Bid No. 10-11-101

THIS AGREEMENT, made the 13th day of September, 2012, in the County of Solano, State of California, by and between **DIXON UNIFIED SCHOOL DISTRICT**, hereinafter called the DISTRICT, and, Michael's Transportation Service, Inc. hereinafter called the Contractor,

WITNESSETH that the DISTRICT and the Contractor for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Scope of Work.

The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

Special Education and Migrant Education Pupil Transportation Services – Bid No. 10-11-101

It is the duty of the Contractor to perform the services covered by this Agreement in exact accordance with the approved bid as submitted. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in the bid. The Contractor shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the DISTRICT, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Agreement documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Agreement documents.

2. Component Parts of the Agreement.

The following documents, including this Agreement, comprise the contract for the scope of work set forth herein, and are incorporated by this reference as if set out in full or attached hereto ("Contract"):

- a. Notice to Contractors Calling for Bids
- b. Terms and Conditions
- c. Special Education Pupil Transportation Services (Exhibit "A")
- d. Migrant Education Pupil Transportation Services (Exhibit "B")
- e. Extracurricular Activities Pupil Transportation Services (Exhibit "C")
- f. DISTRICT Map (Exhibit "D")
- g. Vehicle Conditions/Additional Equipment (Exhibit "E")
- h. Non-collusion Affidavit

- i. Insurance Requirements and Evidence of Insurance
- j. Proposed School Bus Inventory and Property Summary
- k. Agreement
- l. Workers' Compensation Certification
- m. Criminal Records Check Certification (Contractor Fingerprinting Requirements)
- n. Drug Free Workplace Certification
- o. Request for Taxpayer ID Number and Certification (IRS Form W-9 [not included] Required for Payment)
- p. Addenda as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

3. Term of Agreement.

The services provided hereunder shall commence on July 1, 2012, and shall terminate on July 31, 2013 ("Initial Term"). The Initial Term may be extended upon mutual consent of DISTRICT and Contractor for an additional four (4) terms of one (1) year each ("Additional Terms") in accordance with the same terms and conditions agreed to herein by DISTRICT and Contractor, as modified from time to time, and consistent with the provisions contained in Education Code section 39803(a).

4. Agreement Price.

a. The DISTRICT shall pay to the Contractor as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the Agreement documents, the amounts calculated at the rates set forth in the Bid Form. Payments shall be made after services are rendered and within thirty (30) days of DISTRICT's receipt of Contractor's proper and accurate invoice.

b. The rates established for the Initial Term may be subject to adjustment at the end of the Initial Term and thereafter at the expiration of each one (1) year Additional Term. Rate change requests shall be provided in writing to the DISTRICT by June 1st of each year. Any adjustment upward or downward of rates shall be based upon a twelve (12) month change in the Consumer Price Index (CPI) of San Francisco-Oakland-San Jose area (Transportation Category) as published by the Department of Labor Statistics using the period ending June 30 of each year the Agreement is in effect. Any such adjustment shall not result in an increase greater than five percent (5%) annually effective July 1 of each year.

5. Traditional and Summer School Year Served.

The traditional school year will normally consist of approximately 180 school days. The traditional school year begins the middle of August and concludes in June. Migrant Education program normally starts with the beginning of the school year and ends approximately the end of October and begins again in April to the end of the traditional school year. Summer school is approximately 30 school days and can begin in June and conclude in July. Modifications may occur

when deemed appropriate by the DISTRICT. Any such modifications shall be communicated in writing to the Contractor.

6. **Unscheduled School Closing.**

a. The DISTRICT shall not be obligated to accept or pay for any services of the Contractor on those days when the schools of the DISTRICT are closed to insure the health or safety of the students or for any other lawful reason, or due to a strike against the DISTRICT.

b. The decision for closing a school at the start of the school day, or for early dismissal during the day, shall be made solely at the discretion of the DISTRICT's Superintendent. The Contractor agrees to provide pupil transportation services as described in this Agreement upon notice from the DISTRICT that schools will be closed consistent with this section and pupils will be sent home during the day.

7. **Insurance.**

a. The Contractor shall secure and maintain, as a minimum, the insurance required in the Insurance Requirements Form and Evidence of Insurance attached to the Agreement documents with insurance companies acceptable to the DISTRICT to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims which may arise from operations under the Agreement. Contractor shall further furnish to the DISTRICT certificates of insurance, which shall name the DISTRICT, its officers, agents and employees as additional insured's for claims arising under or related to the Agreement. All policies required to be maintained by the Contractor shall contain a provision that coverage afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the DISTRICT. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the DISTRICT may terminate the Agreement without waiver of any remedy it may have.

b. Certificates of insurance shall name the DISTRICT, Solano County (SELPA), and the Solano County Office of Education (SCOE) as additional insured's and shall state the extent of insurance, the locations and operations to which insurance applies and the expiration date of the insurance.

8. **Workers' Compensation.**

The Contractor shall maintain Workers' Compensation Insurance under the Workers' Compensation Insurance Act, as will protect the Contractor from claims which may arise from activities of its officers, agents or employees under this Agreement.

9. **Administrative Regulations.**

The DISTRICT, in cooperation with the Contractor, shall develop and enforce Administrative Regulations covering operational, disciplinary and other matters affecting the pupil transportation services.

10. Permits and Licenses.

The Contractor, his employees and agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement and must comply with all applicable laws and regulations pertaining to student transportation and commercial laws and regulations (i.e., random drug testing). Contractor will be required to also comply with, Vehicle Codes to notify the Department of Motor Vehicles whenever a certified school bus, school pupil activity bus or youth bus driver is dismissed for causes related to passenger safety.

11. Equipment Requirements.

All buses supplied under this agreement shall be approved school buses as defined by all applicable statutory and administrative codes, and subject to the California School Bus Inspection Code. In addition, they must meet the continuous approval of the DISTRICT. See Exhibit "E."

12. Environmental Compliance and Indemnification.

a. The Contractor shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of its facility and all buses at all times during this Agreement, including but not limited to the Yolo-Solano Air Quality Management District.

b. The Contractor hereby agrees to indemnify and hold the DISTRICT harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims or liability arising out of or related to the willful or negligent acts or omissions of Contractor related to environmental quality matters affecting the Contractor's facility except to the extent that such loss is caused by the negligent or willful misconduct of the DISTRICT, its officers, employees or agents.

c. The indemnification obligation of Subsection b. above shall survive the termination or expiration of this Agreement.

13. Monitoring Inspection

The Contractor shall allow any authorized representative of the DISTRICT and/or the State Department of Education to monitor Contractor personnel engaged in performance of this Agreement, including visual inspection of vehicles and/or certificates (on-the-spot at school sites). A written request for correction of unsatisfactory driving or conduct of the driver will be given to the Contractor who shall submit a written response within five (5) days of such request to the DISTRICT and/or the State Department of Education.

14. Emergency Use of Equipment and Personnel.

a. In the event of a local emergency, the Contractor shall make the fleet of vehicles available to appropriate public agency officials for evacuation and/or emergency transportation purposes.

b. In the event of a local emergency, Contractor's personnel shall be designated as Disaster Service Workers and work under the direction of the DISTRICT's designated personnel or

other incident commander assigned by the DISTRICT. The Contractor shall be compensated at regular rates as set forth in the Bid Form.

15. Contractor Covenant.

While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the California Board of Education, the California Department of Education of the State of California, and the DISTRICT relating to the safe transportation of pupils.

16. Failure of Contractor to Provide Satisfactory Service.

It is agreed by the Contractor and the DISTRICT that, from the nature of services to be rendered, it is impracticable and difficult to fix actual damages to the DISTRICT through failure of the Contractor to provide the services as specified (including, but not limited to, equipment and drivers). Therefore, in the event the Contractor's performance does not conform to the requirements of this Agreement; the DISTRICT is authorized to withhold payment of amounts otherwise due under the terms of the Agreement as specified below, except that Contractor will not be assessed damages for delays due to weather, road construction or traffic delays beyond the control of the Contractor and payments will not be withheld without Contractor first being given written notice that the service is not satisfactory.

a. Late or Early Trips. A scheduled trip or route which is more than twenty minutes late or more than five minutes early (at any bus stop) shall be subject to an assessment of \$50.00 liquidated damages. No bus route shall be assessed more than \$100 per day pursuant to this provision.

b. Failure to Maintain Drivers on Regular Assignment to Established Routes. Whenever a bus driver on an established route is new or unfamiliar with the route, and as a result the bus service does not meet desired standards of the DISTRICT (as to timeliness, covering all stops, etc.), there may be assessed an amount not to exceed \$100 per day for the route. Exceptions to the foregoing will be allowed for emergency situations, singular in nature, which could not have been reasonably foreseen by the Contractor (e.g., emergency absence of a regular driver due to illness or accidental injury). Contractor's inability to maintain adequate numbers of qualified drivers regularly assigned to service DISTRICT's needs will not be acceptable as an exception.

c. Failure to Provide Written Accident/Injury Reports. An assessment of \$100 per each additional day may be made whenever Contractor fails to provide DISTRICT with written report of any accident/injury within 24 hours after the occurrence.

d. Failure to Have Standby Drivers and Buses. Failure to have available spare drivers or buses of no less than ten percent (10%) of total Contract shall be subject to the assessment of one thousand dollars (\$1,000) per day as liquidated damages, up to a maximum assessment of two thousand dollars (\$2,000) per day. Such Liquidated Damages are in addition to any other remedy available to the DISTRICT.

17. Hold Harmless Agreement.

The Contractor agrees to and does hereby indemnify. Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation.

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

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

c. The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability through legal counsel satisfactory to the DISTRICT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

18. Termination.

a. Notwithstanding anything to the contrary stated in this Agreement, the DISTRICT may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the Contractor. Upon such termination, the DISTRICT's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.

b. The DISTRICT shall have the option to terminate the Agreement as of the anniversary date of each Agreement year. The DISTRICT may exercise this option by mailing written notice to the Contractor at least thirty (30) days prior to August 30 at which date termination will be effective.

c. This Agreement may be terminated by either party hereto should the other party breach or fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for thirty (30) days after notice thereof is delivered by

the non-breaching party. For purposes of this subsection, the Contractor shall be deemed to be in breach of this Agreement should the Contractor: (i) refuse or fail to perform those services required under the Agreement, or to provide the DISTRICT with efficient, safe and economical pupil transportation services, or any separable part thereof, including properly trained personnel; (ii) make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of the Contractor's insolvency; (iii) repeatedly or persistently refuse or fail to provide personnel in quantities required to provide pupil transportation services as herein specified; (iv) persistently disregard laws, ordinances, or instructions of the DISTRICT; or (v) otherwise be guilty of a substantial violation of this Agreement.

d. In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to Subsection c. above, then the Contractor shall be paid its compensation for services performed to the date of termination, but shall not be paid any termination expenses.

e. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT

19. Dispute Resolution.

a. Negotiation. Any claim that Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the DISTRICT within thirty (30) days from discovery of its occurrence. The failure by the Contractor to submit all such claims to the DISTRICT as required above shall constitute a waiver of all such claims. The DISTRICT and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution. If a dispute is not resolved under the foregoing, the parties may exercise any right either may have at law or in equity.

b. Services Pending Outcome. Contractor agrees to proceed with all services ordered by the DISTRICT pursuant to this Agreement pending the outcome of any claim, dispute, non-binding mediation, or arbitration. In accordance with the terms of this Agreement, the DISTRICT agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim or dispute.

20. Availability of Funds for Subsequent Fiscal Years.

Funds are not presently budgeted for performance under this Agreement beyond June 30 of any fiscal year. The DISTRICT shall have no liability for payment of any money for performance under any Agreement after June 30 of any fiscal year, unless and until funds are budgeted.

21. Independent Contractor.

a. It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an officer, agent, or employee of the DISTRICT.

b. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

Contractor, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of Contractor and its agents and employees at any time to determine compliance with the terms of the Agreement.

22. Notices.

All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and three (3) days after being deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

To the DISTRICT: Dixon Unified School District
180 South First Street #6
Dixon, California 95620
Attention: Cecile L. Nunley

To the Contractor: Michael's Transportation Service_
140 Yolano Drive
Vallejo, California_
Attention: Michael E. Brown

23. Force Majeure.

The parties to the Agreement may be excused from the performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by Act of God, fire, strike, loss of transportation facilities, lockout, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

24. Authority.

Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

25. Assignment.

Neither the DISTRICT nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other.

26. No Waiver.

Except as specifically provided in this Agreement, no delay or failure on the part of either party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of

such right, power or privilege. No waiver shall be valid against either party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.

27. Provisions Required by Law.

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

28. Severability.

If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. Extent of Agreement.

This Agreement, together with the remainder of the contract documents, constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by both parties. Nothing contained in this Agreement is intended to benefit any third party.

30. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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

DISTRICT:

DIXON Unified School DISTRICT

By: _____

Name: Cecile L. Nunley

Title: Chief Business Official

CONTRACTOR:

Michael's Transportation Service, Inc.

By: _____

Name: Michael E. Brown

Title: Founder, CEO, President

EXHIBIT A (Dixon USD)

ROUTE #1 SPECIAL NEEDS (AM)
SCHOOLS: TREMONT ELEM, SILVEYVILLE HEADSTART & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR AM 7:15AM
VARIOUS STOPS
SCHOOL DROP TIME FOR AM 8:12AM

ROUTE #1 SPECIAL NEEDS (MID-DAY)
SCHOOL: SILVEYVILLE HEADSTART

FIRST PICK UP TIME FOR MID 11:00AM
VARIOUS STOPS
LAST DROP TIME FOR MID 11:26AM

ROUTE #1 SPECIAL NEEDS (PM)
SCHOOLS: TREMONT ELEM, SILVEYVILLE ELEM & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR PM 2:15PM
VARIOUS STOPS
LAST STUDENT DROP TIME 3:36PM

ROUTE #2 SPECIAL NEEDS (AM)
SCHOOLS: MAINE PRAIRIE, GRETCHEN HIGGINS & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR AM
VARIOUS STOPS
SCHOOL DROP TIME FOR AM

ROUTE #2 SPECIAL NEEDS (PM)
SCHOOLS: MAINE PRAIRIE, GRETCHEN HIGGINS & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR PM 2:00PM
VARIOUS STOPS
LAST STUDENT DROP TIME 3:36PM

Pupil Transportation Services
Bid No. 11-12-101

EXHIBIT "B"
Migrant Education Pupil Transportation Services

1. Routing and Scheduling

a. On the earlier to occur of (a) thirty (30) days from the award of this bid, or (b) 10 working days prior to the first day the students are to be transported, the Dixon Unified School District ("DISTRICT") shall provide the Contractor with routes, which include all students to be transported. Alternate routes or schedules may be proposed by the Contractor to the DISTRICT for its consideration. The Contractor cannot deviate from the existing routes without the DISTRICT's prior approval. The route sheets shall include the name of each student, the order of pick-up or drop-off, pick-up and drop-off address, directions to and from each address, the school address to which the student is assigned, the beginning and ending time of the class and an indication of whether the student requires special handling and/or equipment. A parent, or designated adult, must meet the children as described in the attached copy of the Transportation pamphlet.

b. It is anticipated the DISTRICT will need one (1) route.

c. Contractor shall implement the established routes. The routes established by the DISTRICT will be developed to limit the travel time for each student transported to sixty (60) minutes each way, including DISTRICT-approved transfers. Contractor shall not drop-off any pupils more than ten (10) minutes prior to school starting time and shall pick them up within five (5) minutes after the end of their school day.

d. Students will not be transferred to another vehicle going to or coming from school, except in the case of emergency or breakdown, or as approved by the DISTRICT. In the event of a breakdown or emergency situation, the Contractor shall immediately notify the District Office (707) 678-5582 ext. 8040.

e. Time and mileage charges for all transportation shall commence at the times and places specified in the official requests for such services and shall end when all passengers have been returned to their starting points or DISTRICT designated drop-off locations (Live Time).

2. Dry Run

Dry Runs will be conducted on a weekday prior to the start of school year each year the Contract is in effect. All routes will be run as though it were the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the DISTRICT. The driver orientation shall include, but not be limited to, pupil management, handicapped sensitivity, dealing with parents, relationship with schools and general public, discipline on the school bus and other pertinent information. The cost of the dry runs and driver orientation shall be borne by the Contractor.

3. Changes in Established Routes

a. Changes to established routes shall be provided to the Contractor by the DISTRICT in conformance with the following schedule:

1) Suspension or deletion of service for a student shall be implemented the next working day following receipt of the route change from the DISTRICT

2) Contractor shall add a student to a bus route within three (3) working days following receipt of the route change from the DISTRICT.

3) Contractor shall implement new routes as required because of relocation of a class and/or classes and major changes in student population within three (3) working days following receipt of the notice of need for route change from the DISTRICT.

4) School starting and dismissal times are subject to modification.

b. Increased or decreased service resulting from program and student population changes will be directed by the DISTRICT and shall be deemed an ordinary part of the Contract, except for major changes, which result from such changes. For the purpose of the Contract, a major change shall be defined as fifty percent (50%) or more of the students attending class at a site being assigned to another class and/or classes, which are located five (5) miles from the previous class and/or classes. The Contractor shall provide additional equipment as required to implement new routes that result from an increased service requirement within ten (10) working days after receipt of written notification and routes from the DISTRICT. In the event the Contractor does not have the required equipment and/or personnel available, DISTRICT may contact another transportation firm and request the service.

4. Recordkeeping and Reporting Requirements

The Contractor shall maintain a Daily Trip Activity Report (weekly summary), which shall include number of students transported both ways, mileage, and actual hours worked, and shall submit this report with the invoice to the DISTRICT. Contractor will provide a weekly summary with its invoice of all missed trips, which include the cause and the corrective action taken. The Contractor will maintain records of California Highway Patrol Vehicle Inspection Reports for all buses as required by law. Invoices will be submitted, as a minimum, one invoice each month.

5. Drivers

a. Drivers shall be permanently assigned to the same route whenever possible.

b. Drivers shall be trained in the techniques of handling students prior to assignment by the Contractor to the route carrying migrant education students.

c. Drivers employed by Contractor to provide service to the DISTRICT are preferred to be fluent in English and Spanish.

6. Discipline on the School Bus

The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow rules and regulations specified in the Transportation pamphlet and the Board Policy 5131.1 Bus Conduct Students. The Contractor shall provide for regular reporting to the DISTRICT of incidents of misconduct. Reports shall be on DISTRICT forms and in accordance with DISTRICT policies within 24 hours of each incident.

7. Missed Pick-up

In the event of a missed pick-up, a bus shall be dispatched from the local Dispatch Center within fifteen (15) minutes from the time of telephone notification by the DISTRICT.

8. Unsatisfactory Service on Route(s)

When a Contractor fails to provide satisfactory service on a route and the problems, such as late buses, no buses, breakdowns, driver turnover, etc., become chronic (three or more problems of any type within the billing cycle), the DISTRICT may, at its discretion, relieve the Contractor of the route until such time as the DISTRICT has assurance that the route can be serviced without problems. In such an event, the route will be serviced by the DISTRICT or another contractor. Contractor will not be paid for limited or unlimited service nor will Contractor be charged liquidated damages. When the DISTRICT elects to leave a route with chronic problems assigned to the Contractor, this decision shall not relieve the Contractor of either responsibility to perform or to be charged liquidated damages as specified in the Contract.

EXHIBIT B (Dixon USD)

MIGRANT ROUTE (AM)

SCHOOLS: DIXON HIGH, GRETCHEN HIGGINS
ANDERSON ELEM & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR (AM) 6:30AM

VARIOUS STOPS

DROP TIME TO SCHOOL 8:10AM

MIGRANT ROUTE (PM)

SCHOOLS: DIXON HIGH, GRETCHEN HIGGINS
ANDERSON ELEM & DIXON HIGH SCHOOL

FIRST PICK UP TIME FOR (PM) 2:40PM

VARIOUS STOPS

DROP TIME TO SCHOOL 3:20PM

Pupil Transportation Services
Bid # 11-12-101
EXHIBIT 'C'
Extracurricular Activities Pupil Transportation Services

1. Field and Sports Trips

a. Contractor agrees to provide transportation services for field trips and other school-sponsored activities as may be authorized by the Dixon Unified School District ("DISTRICT"). No guarantee can be given that a specified total will be reached or that it will not be exceeded.

b. The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow rules and regulations specified in the Bus Transportation and Safety Plan per DISTRICT administrative regulations 3543 and Board Policy 5131.1 Students. The Contractor shall provide for regular reporting to the DISTRICT of incidents of misconduct. Reports shall be in accordance with DISTRICT policies within 24 hours of each incident.

2. Scheduling Trips

a. The DISTRICT will contact Contractor at least three (3) days prior to the scheduled activity and request the Contractor to provide equipment and personnel for the activity. In the event the Contractor does not have the required equipment and/or personnel available, the DISTRICT may contact another transportation firm and request the service.

b. The DISTRICT shall designate the Contractor's pick-up and return points. Time charges shall commence and terminate at those points as specified in the agreement.

3. Invoices

Contractor's invoices shall be submitted directly to the District Business Services Department, within ten (10) days after completion of each trip. The invoice shall contain the date of the trip, driver's name, fleet bus number, capacity of the bus used, the pick-up and return points, the time of pick-up and return, the mileage and the DISTRICT reservation trip number.

4. Trip Cancellation

Contractor will be assessed a cancellation charge of \$250 per bus when Contractor cancels within twenty-four (24) hours of scheduled pick-up time or if requested seating capacity is not furnished. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation Contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to the agreement, the excess cost shall be charged to and collected from the Contractor.

5. The DISTRICT shall have the option to cancel any scheduled field trip or other school sponsored activity upon the DISTRICT'S notification to the CONTRACTOR at least two (2) hours prior to the time of the first scheduled pupil pick-up. If cancelled at the pick-up

points, the DISTRICT shall pay CONTRACTOR for the driver's time and mileage to and from the DISTRICT'S facility, but not to exceed Fifty Dollars (\$50.00).

6. Delays

DISTRICT shall not be charged overtime for any delays due to Contractor equipment mechanical failures or driver performance. For any overtime hours due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.) the Contractor will submit to the DISTRICT a written proposal with equitable cost sharing benefits.

7. Trip-related Fees

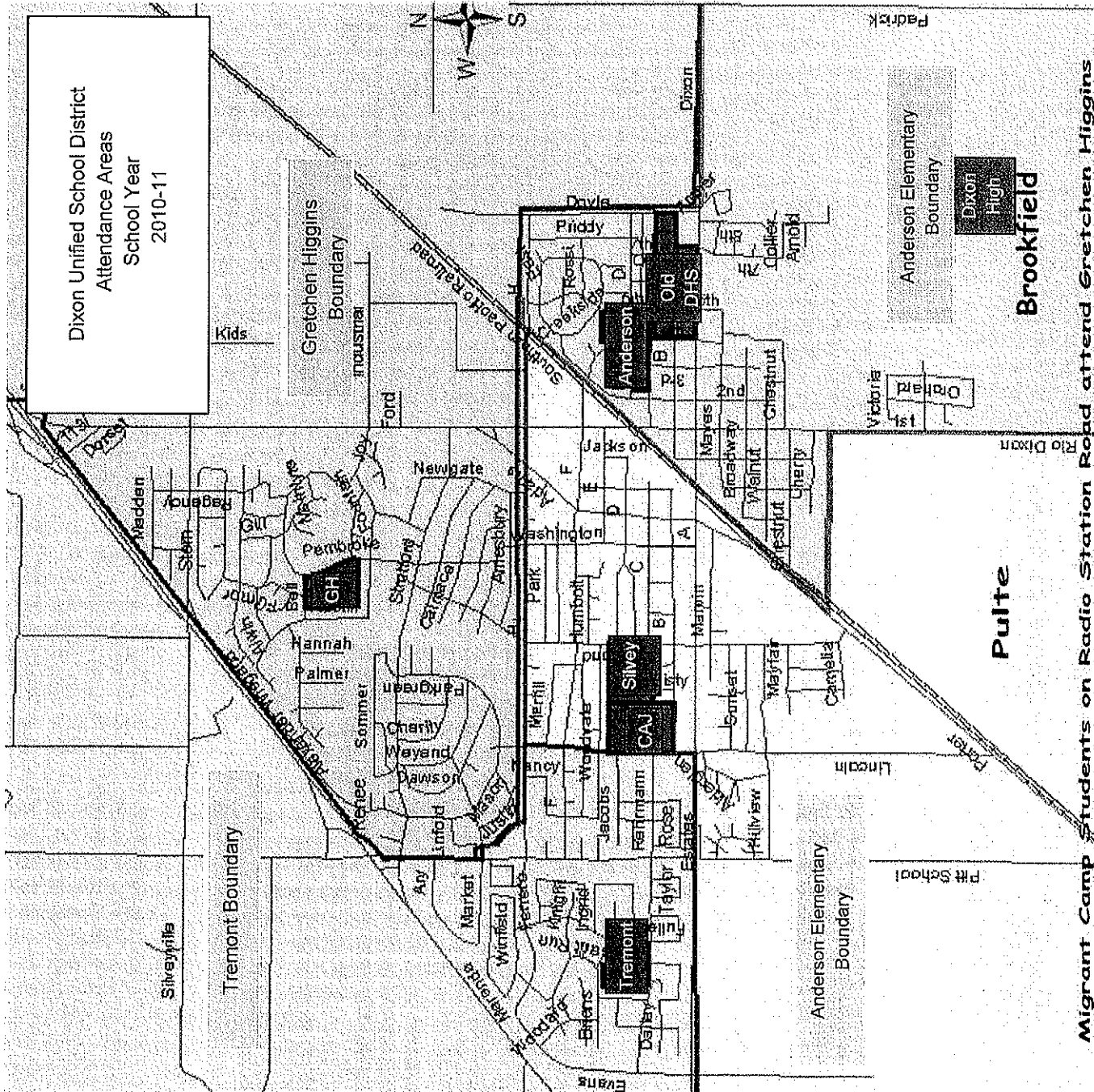
Schools should be prepared to pay for all tolls, parking and other fees. The DISTRICT shall reimburse the Contractor for all tolls, parking and other fees (excluding fines) in conjunction with DISTRICT trips in the event the school did not pay the tolls or fees at the time of service.

8. Discipline on the School Bus

The school bus driver is responsible for rider discipline on the school bus as specified by law and shall follow rules and regulations specified in the Transportation pamphlet and Board Policy 5131.1 Bus Conduct Students. The Contractor shall provide for regular reporting to the DISTRICT of incidents of misconduct. Reports shall be on DISTRICT forms and in accordance with DISTRICT policies within 24 hours of each incident.

EXHIBIT "D"

Dixon Unified School District
Attendance Areas
School Year
2010-11



Pulte

Brookfield

Migrant Camp Students on Radio Station Road attend Gretchen Higgins

Pupil Transportation Services
Bid No. 11-12-101

EXHIBIT "E"
Vehicle Condition/Additional Equipment

In addition to meeting all currently applicable federal and state school bus safety standards, every bus used to transport students of the Dixon Unified School District ("DISTRICT") must also comply with the following DISTRICT requirements and the continuous approval of the DISTRICT:

1. Miscellaneous Specifications

- a. All buses must be equipped with two-way radios or mobile phones, at no charge to the DISTRICT, and must be maintained in working order at all times.
- b. Contractor shall notify DISTRICT of any vehicle equipped with audio, video recording devices prior to placing any such vehicle in service.
- c. All buses must be equipped with an effective hot-air type windshield defrosting device. All defroster vents and ducts must be free of any obstructions that might block or restrict the volume of air to the extent that the defrosting system becomes ineffective.
- d. Ceilings and interior side paneling must appear clean and/or freshly painted.
- e. Exterior body and paint shall be maintained by the Contractor. Visible oxidation, corrosion, or body damage shall be repaired without undue delay, as soon as the condition is reported to the Contractor, or the damage occurs.
- f. Transit buses shall be equipped with enclosed luggage compartments, of a capacity adequate for the accommodation of all sports and band equipment, luggage, camping gear, etc., normally encountered during field trips, extracurricular, county outdoor education programs, and other school-related activities.
- g. Buses over fifteen (15) years old shall not be used on this contract except by specific prior written approval of the DISTRICT.
- h. Regular preventive maintenance, as approved by the manufacturer and the California Highway Patrol, shall be practiced by the Contractor, and all records shall be made available to the DISTRICT upon request.
- i. The contractor shall comply with all California requirements regarding the installation and use of seatbelts by students on buses.

- j. All buses on regularly assigned routes shall have displayed forward of the right front wheel next to the entrance door in a visible location, on a placard at least six inches by six inches (6" x 6"), their DISTRICT assigned route numbers in at least four-inch (4") high black or red numerals on a white background. The route numbers placard shall fit in a bracket so that route numbers may be changed or so that spare buses may display assigned route numbers.
- k. The Contractor shall keep and maintain all buses in good operating, safe running and a clean, sanitary condition. The DISTRICT may inspect the buses at any time, including during a regular run. Dates and times of such inspections will not be posted in advance.
- l. The Contractor shall, prior to the start of each year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.
- m. Any installation or modification equipment required by a change in law or regulation shall be made by the Contractor at its sole cost and expense.

2. **Miscellaneous Specifications – Special Education Buses**

- a. As requested by the DISTRICT, some special education buses may require air conditioning.
- b. As required by the DISTRICT, seat straps or restraints shall be provided for special education passengers. It shall be the responsibility of the driver to see that such straps or restraints are properly adjusted and fastened as soon as the pupils enter their seat and for the duration of the trip.
- c. Approval of use of any mechanically, hydraulically, or electrically operated lifts on buses must be obtained from the DISTRICT, in writing, prior to being used. Ramps will not be approved for use unless the bus has a built-in ramp.