

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

**CHARTER BUS SERVICE
(EXTRA-CURRICULAR AND FIELD TRIPS)**

BID NO. 2018-2019

AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2016, in the County of Los Angeles, State of California, by and between the Antelope Valley Schools Transportation Agency, hereinafter called "AVSTA," and _____ hereinafter called the "CONTRACTOR."

WITNESSETH, that AVSTA and the CONTRACTOR, in consideration for the mutual covenants stated herein, agree as follows:

1. **Scope of Contract.** The CONTRACTOR shall furnish, operate and maintain California (certified) School Pupil Activity Buses (SPAB) for the transportation of students and other persons on (extra-curricular or field trips) as may be specified by AVSTA. Such transportation may be either within or outside of the boundaries of school districts served by AVSTA in the Antelope Valley, and on any day(s) or time(s) as designated by AVSTA, during the term of this Agreement.
2. **Non-Exclusive Contract.** It is understood and agreed that this Agreement is not meant to be exclusive, that the contract may be awarded to multiple vendors/contractors, and AVSTA reserves the right to enter into other contracts for the same services if it so desires.
3. **Contract Documents.** The complete Agreement (Contract Documents) includes the Notice to Bidders, Information to Bidders, Bid Specifications and Requirements, Non-Collusive Bid Certificate, Bidder Inquiry, Contractors Fingerprinting Certification, Contractors Certification regarding Workers' Compensation, Insurance Policies and Certificates, the bid of the CONTRACTOR and its acceptance by AVSTA, and this Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.
4. **Term of Agreement.** The term of the agreement shall be for the period beginning July 1, 2018, and ending June 30, 2020. It may be renewable thereafter, in accordance with the Contract Documents.
5. **Renewal Provisions:** This Agreement may be renewed by mutual agreement between AVSTA and the CONTRACTOR in accordance with California Education Code Section 39803. Renewal consideration will be contingent upon the CONTRACTOR's performance

during the previous years of service on this contract, including conformance with all aspects of this Agreement and any amendments thereto.

6. **Independent Contractor.** The CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between AVSTA and the CONTRACTOR or any of the CONTRACTOR's agents or employees. The CONTRACTOR assumes exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The CONTRACTOR, its agents and employees, shall not be entitled to any rights or privileges of AVSTA employees and shall not be considered in any manner to be AVSTA employees. AVSTA shall be permitted to monitor the activities at any time to determine compliance with the terms of this Agreement.

7. **Insurance.** CONTRACTOR shall maintain insurance adequate to protect it from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death, and damage to property, which may arise from CONTRACTOR's operations under this Agreement. CONTRACTOR is required to provide proof of insurance to AVSTA of workers compensation and employers liability insurance with a minimum policy limit of \$1,000,000.00 a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of this Agreement. Bodily Injury shall be \$5,000,000.00 combined single limit or \$1,000,000.00 per person, \$5,000,000.00 per accident. Property Damage shall be \$5,000,000.00 per loss. Contractors will be required to name AVSTA, and its Board of Directors, officers, agents, and employees, as **additional insured** on the policy. Said policy shall provide that the insurance carrier notify the AVSTA of any cancellation or material change in coverage within ten (10) days prior to effective date.

Such insurance shall provide thirty (30) days prior written notice of cancellation, shall be primary and non-contributing, and all insurers shall be admitted carriers in the State of California and have a Best Rating of "A" or better.

8. **Workers' Compensation Certification.** In accordance with the provisions of Labor Code section 3700, the CONTRACTOR shall secure payment of compensation to all employees. Prior to performing any work under this Agreement, the Contractor shall sign and file with AVSTA the Contractor's Certification Regarding Workers' Compensation . The form of such certification is included as a part of the Contract Documents.

9. **Hold Harmless Agreement.** CONTRACTOR shall hold harmless and indemnify AVSTA, its Board of Directors, its officers, its agents, and its employees, from and against any liability, claims, actions, costs, damages or losses of any kind including death or injury to any person and/or damage to property, including AVSTA property, arising out of the act or omissions of CONTRACTOR or its agents, officers and employees under this Agreement.

10. **Failure to Perform.** Upon a request for services by AVSTA and after a verbal agreement to supply services has been acknowledged by the CONTRACTOR, it is agreed by the parties that **time is of the essence in the performance of services to be provided by CONTRACTOR.** In the event that the CONTRACTOR fails or refuses to perform or do any act herein provided, such failure to perform shall entitle AVSTA to secure such services from any source deemed appropriate by AVSTA. If the cost of such substitution services is greater than the cost of the services which were to have been provided by CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR. AVSTA also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.
11. **Termination of Agreement.** If the CONTRACTOR refuses or fails to perform services as required to provide AVSTA with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel; or if the CONTRACTOR should be adjudged as bankrupt; or if the CONTRACTOR should make a general assignment for the benefit of creditors; or if a receiver should be appointed on account of the CONTRACTOR's insolvency; or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified; or if the CONTRACTOR persistently disregards laws, ordinances or instructions of AVSTA; or is otherwise guilty of a substantial violation of this Agreement, then AVSTA may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, AVSTA shall secure the required services from another transportation contractor. If the cost to AVSTA exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to AVSTA.
12. **Default for Nonperformance.** The CONTRACTOR shall be considered in default and the Agreement subject to termination if:
- a. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
 - b. The CONTRACTOR fails to comply with the requirements of the Agreement;
 - c. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with AVSTA.
13. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Agreement.

15. **Subcontracting.** The CONTRACTOR shall not assign, transfer, or subcontract any portion of the services provided to AVSTA under the Agreement without prior written approval of AVSTA, except as expressly stated herein. CONTRACTOR may not subcontract any of the services provided to AVSTA under the Agreement, unless CONTRACTOR notifies AVSTA in writing within forty-eight (48) hours of departure from the pick-up location for the trip. This written notification should be sent via facsimile to (661) 949-9461, **Attention: "Field Trips"** or via e-mail to **fieldtrips@avsta.com**. For each trip, CONTRACTOR must provide AVSTA personnel, in writing, the name of the subcontractor used and specify which buses are being subcontracted out. Subcontracts, if any, shall contain a provision making them subject to each and every provision of the Agreement between AVSTA and CONTRACTOR.
16. **Confirmations.** CONTRACTOR agrees to provide AVSTA with a written confirmation of the services booked within seventy-two (72) hours of the booking. Confirmations for Prom's and Grad Nite's SHALL be submitted to AVSTA within 90 days upon receipt of request.
- This written confirmation should contain the estimated cost of the trip. Confirmations may be faxed to AVSTA at (661) 949-9461, **Attention: "Field Trips"** or e-mailed to AVSTA at fieldtrips@avsta.com.
17. **Force Majeure.** The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, 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, when satisfactory evidence thereof is presented to AVSTA.
18. **Directions.** CONTRACTOR must provide its drivers with accurate directions for every extracurricular and/or field trip serviced by CONTRACTOR under the Agreement.
19. **Contractor's Personnel.** All personnel assigned to perform under this Agreement shall be subject to continuous approval by AVSTA and by the CONTRACTOR.
20. **Record Keeping and Accident Reports.** The CONTRACTOR will be required to provide daily or other operational records deemed necessary by AVSTA.

All accidents involving the CONTRACTOR'S equipment or personnel while operating for AVSTA, shall be reported to AVSTA regardless of the severity.

If requested by AVSTA, all student injuries not involving acceleration, deceleration, or movement of the bus, must also be reported to AVSTA.

21. **Payments for Services.** Within fourteen (14) days following each service, CONTRACTOR shall submit invoices in the form and number required by AVSTA for all services provided for under this Agreement. AVSTA'S payment for such services will be made within thirty (30) days of receipt of the invoice for such services.

22. **Adjustment of Rates and Fuel Cap.**

a. **Adjustment of Rates.** The rates established in all schedules for this Agreement shall be subject to adjustment once each year. Any rate change request shall be provided in writing, to AVSTA by **May 31st** of each year. If AVSTA agrees to the rate change, on July 1st in each year of the Agreement, the rates may be adjusted upward by an amount equal to the rates in effect for the Agreement year ending on **June 30th** of each year, multiplied by the percentage increase, if any, in the Los Angeles / Riverside/ Orange County Consumer Price Index (CPI) for Transportation, for the twelve (12) month period ending **April 30th** of that year. In no event will the adjusted rates be less than the rates for the immediately preceding year.

Notwithstanding anything else in this Agreement to the contrary, in the event any unusual circumstances, such as but not limited to, changes in Federal, State, Local, or other governmental body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially negatively impact the methods and/or costs of CONTRACTOR in connection with providing the services hereunder to increase at a rate in excess of the percentage change in the Los Angeles / Riverside / Orange County Consumer Price Index for Transportation, then, in that event, upon written notice to AVSTA, the CONTRACTOR may request a renegotiation of this Agreement. Such renegotiation shall include, but not be limited to, the payment schedule, duration of the Agreement, level of service, etc. Any modifications to this Agreement resulting from such renegotiation shall become effective only as of the beginning of the next succeeding school year (beginning July 1st). In the event the CONTRACTOR and AVSTA are unable to reach a satisfactory agreement during said negotiations, the CONTRACTOR shall have the right to cancel this Agreement by written notice to AVSTA on or before said July 1st, whereupon this Agreement shall be null and void.

b. **Fuel Cap.** Fuel shall be paid for and provided by CONTRACTOR. Should the cost of fuel exceed \$4.50 per gallon, the CONTRACTOR's mileage rate shall be increased by calculating 20% of the price of diesel fuel that exceeds \$4.50 and adding it to the base mileage rate. The diesel fuel price index to be used can be found under the category of "California Ultra Low Sulfur (15 ppm and under) (cents per gallon)" on the following website: www.tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm. Rate adjustments will be made monthly. On the 15th of every month, CONTRACTOR shall notify AVSTA of any increase to the base mileage rate based on the price of fuel specified in the index as of the most recent reporting date, which shall be applied to the next month's billing.

23. **Equipment Requirements.** All buses supplied under this Agreement shall be approved SPAB buses, as defined by applicable statutory or administrative codes, and must, in

addition, meet with the approval of AVSTA. They shall not be more than fourteen (14) years old at the commencement of service under the terms of this Agreement.

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to AVSTA so they may be substituted for regularly assigned buses, if needed, without delay.

24. **Entire Agreement/Modification.** This Agreement supersedes all previous contracts and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
25. **Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
26. **Attorneys' Fees.** In the event a legal dispute arises out of this Agreement, each party shall bear its own attorneys' fees and costs.
27. **Governing Law.** This Agreement has been executed in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
28. **Notices.** Legal Notices shall be delivered to the parties to this Agreement by United States Mail at the address listed below:

AVSTA:

Antelope Valley Schools Transportation Agency
Attn: Accounting
670 W. Avenue L-8
Lancaster, California 93534

CONTRACTOR:

29. **Payment.** In consideration of the performance on the part of the CONTRACTOR of the terms of this Agreement, AVSTA agrees to pay the CONTRACTOR the following sums:

For Round-Trip Routes:

Bus Capacity	Base Rate: Minimum 5 Hours	Hourly Rate: Live Hours Over 5	Mileage Rate: In lieu of Base + hourly	Deadhead Mileage Rate	Daily Rate (over-night trips)

Cancellation Fees for Round Trips

Period	Cancellation Fee
7 Days or More	
6 Days or Less	
48 Hours or Less	
24 Hours or Less	

30. **Execution by Facsimile or in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AVSTA:

Antelope Valley Schools Transportation Agency
670 W. Avenue L-8
Lancaster, California 93534

Date: _____

By: _____
(signature)

Name: _____
Morris Fuselier, III

Title: _____
CEO

CONTRACTOR:

[INSERT COMPANY NAME OR
INDIVIDUAL NAME]

Date: _____

By: _____
(signature)

Name: _____
(Type or Print Name)

Title: _____

Date: _____

By: _____
(signature)

Name: _____
(Type or Print Name)

Title: _____