

# NORTH READING PUBLIC SCHOOLS

*"Pursuit of Excellence"*

## NORTH READING SCHOOL DISTRICT AGREEMENT

THIS AGREEMENT made this 11th day of February by and between the North Reading Public Schools, duly organized under the laws of Massachusetts and having a usual place of business at 189 Park Street, North Reading, Massachusetts, hereinafter referred to as the "District", and North Suburban Transportation a Massachusetts corporation having a usual place of business at 100 Ashburton Ave. #1, Woburn, MA 01801, hereinafter referred to as the "Contractor".

WITNESSETH:

Whereas, the District invited the submission of bids for Regular Day School Bus Transportation, hereinafter "the Project"; and

WHEREAS, the Contractor submitted a proposal to provide the services required, and the District has decided to award the contract therefor to the Contractor.

NOW, THEREFORE, the District and the Contractor agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation for Bids due January 28, 2021 and the Contractor's bid response. The contract documents constitute the entire Agreement between the parties concerning the work, and are fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of providing school bus transportation to the North Reading Public Schools.
3. Term of Contract. This Agreement shall be in effect from July 1, 2021 and shall expire on June 30, 2024 unless terminated earlier pursuant to the terms hereof. There will be an option for the District to renew the agreement for up to two additional years for a fourth and fifth year. The option to renew is solely at the District's discretion. The District and the Contractor agree to negotiate the pricing for the optional 4<sup>th</sup> and 5<sup>th</sup> years of the contract during the third and final year of this agreement. By December 1, 2023, the Contractor shall notify the District if they are able to provide reduced pricing for the 4<sup>th</sup> and 5<sup>th</sup> optional year. The pricing shall be equal to or less than the optional pricing provided in this bid submission. The District shall notify the Contractor whether or not they will exercise their option to extend the agreement by and not later than March 1, 2024.
4. Compensation. The District shall pay the prices specified in the Contractor's bid submission for items and/or services furnished and delivered in carrying out this Agreement.
5. Payment of Compensation. The District shall make payments within thirty (30) days after its receipt of an invoice. The District reserves the right to deduct payments or

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access penalties for late or deficient services in accordance with the specifications referenced in the Invitation for Bid.

6. Liability of the District. The District's liability hereunder shall be to make all payments when they shall become due, and the District shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the District or any elected or appointed official or employee of the District, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the District for any purpose.
8. Indemnification. The Contractor shall indemnify, defend, and hold the District harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.
9. Insurance. A. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the District, as set out in the Invitation for Bid.  
  
B. All policies shall identify the District as an additional insured (except Workers' Compensation and Professional liability) and shall provide that the District shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage's shall be provided to the District upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. Assignment. The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the District, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the District.
11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the District determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof,

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or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the District, or by not complying with the direction of the District or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the District may, at its election terminate this Agreement by giving seven (7) days written notice thereof to the Contractor specifying the effective date of the termination. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the District may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the District for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the District.

12. Inspection and Reports. The District shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the District. Whenever requested, Contractor shall immediately furnish to the District full and complete written reports of his operation under this Contract in such detail and with such information as the District may request.
13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the District nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, including Federal I-9 regulations, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. GPS/Routing/Parent Communication Software: The Contractor consistent with specifications in the IFB must provide the District with GPS/Routing/Communication software. The Contractor must allow the District to select the vendor of their choosing and any necessary GPS equipment and/or tablets will be permitted to be installed on the Contractor's equipment (buses) under this agreement. The Contractor agrees to allow the District and chosen Firm to meet and train bus drivers as necessary on how to successfully operate the GPS equipment. The Contractor will be responsible for any damages to said equipment while under their care.
19. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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


NORTH READING  
SCHOOL DISTRICT



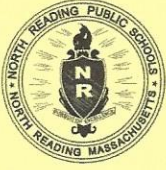
By: \_\_\_\_\_  
Michael A. Connelly  
Asst. Supt. of Finance and Operations  
North Reading School District

CONTRACTOR

\_\_\_\_\_  
North Suburban Transportation

By:   
Name: JOHN J. DEVINE  
(Type or Print)

Title: OWNER / president



# NORTH READING PUBLIC SCHOOLS

*"Pursuit of Excellence"*

**Patrick C. Daly**  
*Superintendent of Schools*

**Michael A. Connelly**  
*Director of Finance and Operations*

**Cynthia M. Conant**  
*Director of Student Services*

**Sean M. Killeen**  
*Asst. Supt. of Teaching & Learning*

North Suburban Transportation  
Mr. John Devine  
100 Ashburton Ave. #1  
North Reading, MA 01864

February 11, 2021

Dear Mr. John Devine,

I am writing to inform you that North Suburban Transportation is being awarded the contract for Regular School Bus Transportation to the North Reading Public Schools effective July 1, 2021 to June 30, 2024. Congratulations on the award and thank you for your participation in the bid process. I will be the designated contact as it related to this agreement. Any questions or concerns as it pertains to this agreement can be directed to me. I am enclosing a copy of the contract agreement for your review. Please sign and return to me at your earliest convenience, electronic signature is acceptable.

I look forward to scheduling a meeting with you and your team to discuss how we can successfully transition the contract to North Suburban Transportation. As we discussed it is very important to the North Reading School District to ensure we not only have a reliable group of experience and highly qualified drivers but that we also work together to select a GPS/Routing/Communication software that is reliable and that will be able to be used at the start of the school year next September. This may require training during the summer prior to the start of the school year, I look forward to discussing this with you in greater detail.

Congratulations on the award and I look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Michael Connelly".

Michael A. Connelly  
Director of Finance and Operations  
North Reading Public Schools

C.c. Patrick C. Daly, Superintendent of Schools

### Transportation Bid Pricing

Regular AM & PM Transportation	North Suburban	Total
Year 1	360	648,000
Year 2	370	799,200
Year 3	380	684,000
Year 4 (Optional)	410	738,000
Year 5 (Optional)	440	792,000
<b>3 Year Total</b>		<b>2,131,200</b>
<b>5 Year Total</b>		<b>3,661,200</b>
Kindergarten Mid-Day Route	North Suburban	Total
Year 1	60	30,420
Year 2	70	46,290
Year 3	80	40,560
Year 4 (Optional)	110	55,770
Year 5 (Optional)	140	70,980
<b>3 Year Total</b>		<b>117,270</b>
<b>5 Year Total</b>		<b>244,020</b>
Athletic & Extracurricular Events	North Suburban	Total
Year 1	70	57,750
Year 2	80	66,000
Year 3	90	74,250
Year 4 (Optional)	110	90,750
Year 5 (Optional)	130	107,250
<b>3 Year Total</b>		<b>198,000</b>
<b>5 Year Total</b>		<b>396,000</b>
In Town Athletic & Extracurricular Events	North Suburban	Total
Year 1	130	2,600
Year 2	140	2,800
Year 3	150	3,000
Year 4 (Optional)	180	3,600
Year 5 (Optional)	210	4,200
<b>3 Year Total</b>		<b>8,400</b>
<b>5 Year Total</b>		<b>16,200</b>
Field Trips	North Suburban	Total
Year 1	70	10,500
Year 2	80	12,000
Year 3	90	13,500
Year 4 (Optional)	110	16,500
Year 5 (Optional)	130	19,500
<b>3 Year Total</b>		<b>36,000</b>
<b>5 Year Total</b>		<b>72,000</b>
Bus Parking in North Reading:	-10,000	<b>-30,000</b>
Bus Parking in North Reading:	(10,000)	<b>-50,000</b>
<b>Grand Three Year Total:</b>		<b>2,460,870</b>
<b>Grand Five Year Total:</b>		<b>4,339,420</b>