



May 30, 2018

**Via Federal Express**

Mr. Edward Drapp – Finance Director  
Shelton Board of Education  
382 Long Hill Avenue  
Shelton, CT 06484

**Re: 2018 – 2021 Transportation Agreement between Shelton Public Schools and  
Durham School Services, L.P. (the “Agreement”)**

Dear Mr. Drapp:

Enclosed please find one (1) fully executed original of the above referenced document.

We look forward to working with the Districts staff and students.

If you should have any questions, please do not hesitate to contact me at 630-821-5767.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina Houser", written in a cursive style.

Christina Houser  
Contracts Administrator

Enclosures

## AGREEMENT FOR THE TRANSPORTATION OF PUPILS

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the "AGREEMENT", is made and entered into this 23rd day of May 2018, by and between **SHELTON PUBLIC SCHOOLS** with a principal office located at 382 Long Hill Avenue, Shelton, CT 06484, hereinafter referred to as "DISTRICT", 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."

### BACKGROUND

DISTRICT requires transportation services and has the authority to contract for such services under Conn. Gen. Stat. Secs. 10-186, 10-220, and 10-222. The DISTRICT has selected CONTRACTOR to provide transportation services, and CONTRACTOR is prepared to perform the services for the DISTRICT in accordance with the terms and conditions set forth in this Agreement. Therefore, the DISTRICT and CONTRACTOR hereby agree as follows:

1. Scope of Services. CONTRACTOR shall provide pupil transportation services to DISTRICT which 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, the number of routes, and at the rates set forth on Schedule A.
2. Change in Scope of Services. The following provisions shall apply in the event of the applicable reduction in service:
  - a. This Agreement contemplates a minimum of 181 operating days per school year, plus additional days for "practice runs", Kindergarten safety day, back to school safety days, etc. If the actual number of operating days falls below 181 during any school year, then the parties agree to renegotiate in good faith the rates provided in the attached Schedule A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days' written notice. If the actual number of operating days falls below the contemplated minimum days and the District does not provide notice in advance of the end of the applicable school year making a renegotiation of rates impracticable, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled, unless the work day is rescheduled to another day in the same work year.
  - b. If the average daily number of routes set forth on Schedule A is reduced by five percent (5%) or more, then both parties agree to renegotiate in good faith the rates provided in Schedule A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or
  - c. terminate the Agreement upon thirty (30) days' written notice.
3. Compensation and Invoices.
  - a. Rates. The rates set forth in Schedule A shall be effective the duration of the contract, subject to the terms and conditions of this Agreement.
  - b. Invoices. On or about the first business day of each month CONTRACTOR shall submit invoices in the form and number required by DISTRICT for all services performed under this AGREEMENT. Payment for such services will be made in check, money order, or ACH or

wire transfers within a reasonable time thereafter, not to exceed ten (10) 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. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service may be discontinued until such time as CONTRACTOR has received all sums due.

4. Modifications. Upon written notice to the District, CONTRACTOR, may request a good faith renegotiation of the AGREEMENT in the event of (a) any change to federal, state, local or other government body's statutes, laws, rules, or regulations that materially impacts CONTRACTOR's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.); or (b) any change in market conditions that dictate that employee wage increases are necessary. 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 this 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 ninety (90) days' notice.
5. Term. The term of this AGREEMENT shall be for a period of three (3) years beginning July 1, 2018 through June 30, 2021 with options to renew for the 2021-22 and 2022-2023 school years by mutually agreed terms. This AGREEMENT shall also be renewable 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.
6. Contract Document. This AGREEMENT contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, including DISTRICT's Request for Proposal, regarding the subject matter of this AGREEMENT, or any part thereof, shall have any validity or bind the Parties. The complete AGREEMENT consists of this AGREEMENT and CONTRACTOR's EXECUTIVE SUMMARY, which is incorporated herein by reference. In the event of any conflict between the terms of this AGREEMENT and the EXECUTIVE SUMMARY, 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. During the Term of this AGREEMENT, CONTRACTOR shall maintain insurance as set on Schedule B.
9. Hold Harmless Agreement. To the extent permissible by law, CONTRACTOR shall hold harmless and indemnify DISTRICT, 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, DISTRICT 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

DISTRICT or of any person, firm, or corporation, directly or indirectly employed by DISTRICT 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 DISTRICT.
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 DISTRICT 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 DISTRICT, 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, DISTRICT and CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of DISTRICT. 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, DISTRICT 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 DISTRICT 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. DISTRICT 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 DISTRICT within 30 days of DISTRICT's written request for such records. DISTRICT 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 DISTRICT shall also be reported to DISTRICT. If requested by DISTRICT, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to DISTRICT on forms provided by DISTRICT.
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. CONTRACTOR shall perform regular preventative maintenance on all vehicles.

- b. CONTRACTOR shall locate spare buses at points close enough to DISTRICT 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 DISTRICT. If, during the term of this AGREEMENT, equipment modifications, including seat belts, are mandated, CONTRACTOR and DISTRICT shall negotiate in good faith price increases related to such modifications in accordance with the terms of this AGREEMENT.
  - d. In the event that the DISTRICT is able to acquire access to propane buses and/or the bus storage and repair site owned by the City of Shelton on or before May 25, 2018, the parties shall execute an addendum to this contract reflecting this change, including price adjustments.
  - e. Fuel. The DISTRICT will furnish CONTRACTOR, without charge, the gasoline and diesel fuel necessary to provide the transportation required by DISTRICT's Program. The amount furnished will be limited to the amount actually used in the performance of the Contract. Daily mileage for the existing fleet is approximate (mileage). In the event that the DISTRICT is able to acquire access to propane buses owned by the City of Shelton on or before May 25, 2018, the DISTRICT shall supply the propane to the CONTRACTOR free of charge, and the parties shall execute an addendum to this contract reflecting this change, including price adjustments.
18. 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. Either party may terminate this Agreement for any reason upon ninety (90) days' notice for any reason.
19. 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:
- |             |   |
|-------------|---|
| DISTRICT:   | Shelton Board of Education<br>382 Long Hills Avenue<br>Shelton, CT 06484<br>Telephone: (203) 924-1023   |
| CONTRACTOR: | Durham School Services, L.P.<br>Attn: Contract Management Specialist<br>2601 Navistar Drive<br>Lisle, Illinois 60532<br>Telephone: (630) 821-5400 |
20. Discipline. CONTRACTOR will report serious or persistent misconduct on the part of students to the designated DISTRICT employee. DISTRICT shall then impose reasonable disciplinary measures upon the students in accordance with its discipline management program.

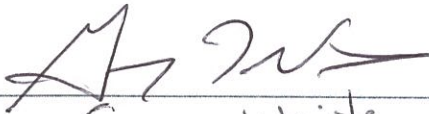
21. Force Majeure. CONTRACTOR shall be excused from performance hereunder, and DISTRICT shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that CONTRACTOR is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, 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.
22. 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 Connecticut and will be conducted before a panel of three (3) members. DISTRICT 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.
23. Choice of Law. This AGREEMENT shall be governed by the laws of the State of Connecticut.
24. 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.
25. 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.

[SIGNATURE PAGE FOLLOWS]

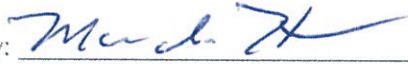
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

**DURHAM SCHOOL SERVICES, L.P.**

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

By:   
Name: Gary Waits  
Title: CEO  
Date: 5/30/2018

**SHELTON PUBLIC SCHOOLS**

By:   
Name: MARK HOLDEN  
Title: BOARD CHAIR  
Date: MAY 23, 2018



# Executive Summary

Durham School Services is pleased to submit the enclosed response to the City of Shelton for Shelton Public Schools' request for a proposal to provide transportation services.

## Proposal Outline

- ☐ Durham's pricing includes 3.5 admin personnel including a General Manager, Safety Supervisor, Dispatcher and a part-time admin clerk.
- ☐ Durham's proposal includes 3 maintenance support staff.
- ☐ Durham will provide Zonar GPS on all vehicles used to provide contract services at no additional cost to the district.
- ☐ Durham will provide two digital cameras per Type I bus and one digital camera on Type II buses. All buses will be equipped with DriveCam.
- ☐ Driver/Aide Wages – All drivers will be paid an average HTS pay rate of \$22.00 per hour. Aides will be paid an average HTS pay rate of \$14.52 per hour. This will reduce turnover and ensures you of continued quality service because our drivers will be more experienced and more familiar with your students and their routes.
- ☐ Driver/Aide Paid Time Off – All drivers and monitor/aides will receive eight (8) paid holidays and five (5) paid personal days.
- ☐ Current contractor drivers will be offered a minimum \$750.00 sign-on bonus.
- ☐ Drivers will eligible for an attendance bonus.
- ☐ Our employees are eligible to participate in a 401(k) retirement plan with a company match up to 4%. By providing a company match this encourages our employees to be a part of the team for many years to come. Tenured drivers are safer.
- ☐ Our total compensation plan will help reduce turnover. This ensures you of continued quality service because Durham School Services' drivers will be more experienced and more familiar with your students and their routes.
- ☐ HTS routes are based on 5.5 hours per day gate-to-gate, excluding pre and post trips inspections. Routes that exceed 5.5 hours, district will be billed an over-hour charge on quarter hour increments at \$40.23 per hour. Over hour rate subject to year-over-year rate increases.
- ☐ All field and athletic trips will be billed gate-to-gate with a two hour minimum charge.
- ☐ Durham's proposal reflects Durham providing facility that may not be located in Shelton, CT.

School Bus Transportation



**\*All wage and benefit packages for Drivers and Monitor/Aides are subject to successful negotiations with the SEIU, Local 2001.**

## Dedicated Customer Service Team

Providing a sufficient level of qualified personnel in key positions is critical to the success of the transportation operation. This will allow the general manager and their team to spend more time focusing on and addressing the customers and drivers, being proactive rather than reactive, which will result in a higher quality transportation system.

Durham School Services will provide the following dedicated staff to exclusively serve your school district in addition to the bus drivers and bus monitors/aides:

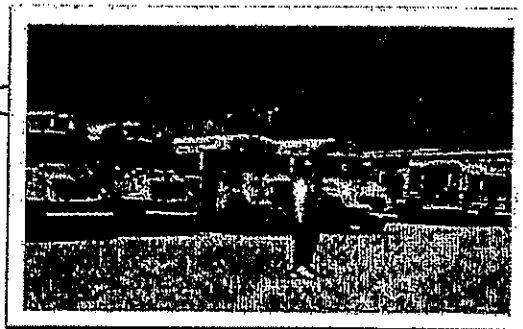
- Full-time general manager
- Full-time safety supervisor
- Full-time dispatcher
- Part-time administrative clerk
- Full-time maintenance supervisor
- Full-time maintenance technician
- Full-time yardman/fueler
- 10% cover drivers scheduled to work daily
- On-call drivers
- Part-time driver trainers

## Buses

FLEET LIST ATTACHED AS SCHEDULE A-1 FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL FLEET DEPLOYED FOR THE CONTRACT MAY VARY, BUT ALL VEHICLES WILL MEET THE STATUTORY REQUIREMENTS UNDER CONNECTICUT LAW.

## COMPUTERIZED ROUTING

Durham will utilize the District owned ROUTING SOFTWARE. Durham is willing to have discussions with district in provide Durham Bus Tracker.



## Proposed Facility TO BE PROVIDED.

Shelton Public Schools | Shelton, CT



# Executive Summary

## A Team You Can Count On

Durham School Services has a wealth of experience, serving more than 400 educational partners across the United States. We understand the challenges of running a student transportation program and are committed to working in partnership with the districts we serve. Our local team will work diligently to build solid relationships with administrators, teachers and drivers while providing the best possible service to the students. We plan to become active members of your community, and we will make every effort to support local initiatives. We are delighted to be considered to provide professional services to your district and are confident we can provide outstanding services to your students, your district and your community.

Should you have any further questions regarding this proposal, please contact Keith Galloway, Director of Business Development at (508) 736-9041.

School Bus Transportation



*Our company's policies, programs and procedures included in this proposal are those currently in effect. We reserve the right to revise our policies,*

**SHELTON PUBLIC SCHOOLS - PROPOSAL 2 - CONTRACTOR PROVIDES BUSES**

**DISTRICT PROVIDED FUEL**

Vendor: DURHAM SCHOOL SERVICES  
 Date: 15-May-18

**Proposal 2:**

1. City of Shelton provides diesel and gasoline fuel and Transportation Supervisor responsible for route development and transportation software.

2. Contractor provides: provides sixty-four diesel and gasoline-fueled buses and sixty-one properly licensed bus drivers working an average of 5.5 hours per day. Contractor provides bus aides/monitors, as needed. Contractor provides bus yard and maintenance facility staff including: one terminal manager, one dispatcher, one safety coordinator, one proper fueler, and one full-time mechanic/yard person. Contractor is also responsible for vehicle servicing, maintenance and mechanical repairs, comprehensive insurance coverage, internet access, computers, copiers, facsimile machines, and other office equipment costs.

**COSTS ASSUMING CONTRACTOR PROVIDES 64 BUSES.**

	2018-19	2019-20	2020-21	2021-22	2022-23
1. HOME-TO-SCHOOL (3-TIERS) PRICE PER DAY	\$ 364.59	\$ 375.53	\$ 386.80	\$ 398.40	\$ 410.95
*COST BASED ON 61 DRIVERS @ 5.5 HOURS/DAY EACH					
2. BUS AIDE/MONITOR @ 5.5-HRS/DAY (LIST PRICE FOR 1)	\$ 119.74	\$ 123.33	\$ 127.03	\$ 130.84	\$ 134.76
3. SUMMER SCHOOL - PRICE PER DAY	\$ 364.59	\$ 375.53	\$ 386.80	\$ 398.40	\$ 410.35
4. BUS AIDE - PER HOUR - NOT INCLUDING DAILY RATE	\$ 21.77	\$ 22.42	\$ 23.09	\$ 23.78	\$ 24.49
5. LATE RUN/AFTER-SCHOOL PROGRAM - PER HOUR	\$ 65.71	\$ 67.68	\$ 69.71	\$ 71.80	\$ 73.95
6. MID-DAY/SPECIALIZED SERVICES - PER HOUR	\$ 65.71	\$ 67.68	\$ 69.71	\$ 71.80	\$ 73.95
7. FIELD & SPORTS TRIPS (IN-DISTRICT) - PER HOUR	\$ 61.17	\$ 63.01	\$ 64.90	\$ 66.85	\$ 68.86
8. FIELD & SPORTS TRIPS (OUT-OF-DISTRICT) - PER HOUR	\$ 61.17	\$ 63.01	\$ 64.90	\$ 66.85	\$ 68.86
9. INSURANCE COVERAGE (INCLUDED IN PRICES ABOVE)					
10. MAINTENANCE/BUS YARD STAFFING	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
11. INTERNET, COMPUTERS, OFFICE EQUIPMENT	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Over Hour Charge for Routes Exceeding 5.5 hours	\$ 40.23	\$ 41.44	\$ 42.68	\$ 43.96	\$ 45.28

\*\* All Hourly charges will be billed gate to gate. Field and Athletic trips with have a two hour minimum charge.

## Schedule A-1

## Shelton Contractor Fleet List

#	Type	# Passengers		Year	Fuel Type	Brake Type	A/C	Ownership	Route	Replace in Yr
		Walk On	WC							
1	CA	72		2009	Diesel	Air	No	NEC	Spare	2020
2	CA	72		2009	Diesel	Air	No	NEC	Spare	2020
3	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
4	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
5	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
6	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
7	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
8	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
9	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
10	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
11	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
12	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
13	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
14	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
15	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
16	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
17	CA	72		2009	Diesel	Air	No	NEC	Regular	2020
18	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
19	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
20	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
21	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
22	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
23	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
24	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
25	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
26	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
27	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
28	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
29	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
30	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
31	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
32	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
33	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
34	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
35	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
36	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
37	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
38	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
39	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
40	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
41	CA	72		2010	Diesel	Air	No	NEC	Regular	2021
42	C	CA		2013	Diesel	Air	No	NEC	Regular	2024
43	C	CA		2013	Diesel	Air	No	NEC	Regular	2024
44	C	CA		2009	Diesel	Air	No	NEC	Regular	2020
45	C	CA		2009	Diesel	Air	No	NEC	Regular	2020
46	C	CA		2009	Diesel	Air	No	NEC	Regular	2020
47	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
48	C	CA		2010	Diesel	Air	No	NEC	Spare	2021
49	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
50	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
51	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
52	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
53	C	CA		2010	Diesel	Air	No	NEC	Regular	2021

54	C	CA		2010	Diesel	Air	No	NEC	Regular	2021
55	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	Spare	2024
56	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	SpEd	2024
57	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	SpEd	2024
58	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	SpEd	2024
59	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	SpEd	2024
60	AW	30	2	2018	Diesel	Hydraulic	Yes	NEC	SpEd	2024
61	DA	78		2018	Diesel	Air	No	NEC	Regular	2029
62	DA	78		2018	Diesel	Air	No	NEC	Regular	2029
63	DA	78		2018	Diesel	Air	No	NEC	Regular	2029
64	MV	8		2018	Gasoline	Hydraulic	Yes	NEC	SpEd	2029



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No, Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Old Republic Insurance Company NAIC # 24147 <b>INSURER B:</b> Chubb European Group Limited B0154 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> National Express LLC 2601 Navistar Drive Lisle, IL 60532		

COVERAGES CERTIFICATE NUMBER: W6244700 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:		Y	MWZY 311240	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	MWTB 311238	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$		Y	B080110249TR17	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	MWC 31123700	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Auto Liability			MW2X 311239	11/01/2017	11/01/2018	Each Occurrence Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED

CERTIFICATE HOLDER CANCELLATION

Shelton Public Schools Purchasing Department Shelton City Hall 54 Hill Street, Room 200-B Shelton, CT 06484	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of New York, Inc.		NAMED INSURED National Express LLC 2601 Navistar Drive Lisle, IL 60532	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder and The District are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary to any other insurance in force for or which may be purchased by the District, its Board of Education, employees and volunteers.

INSURER AFFORDING COVERAGE: Old Republic Insurance Company NAIC#: 24147  
 POLICY NUMBER: MWZY 311240      EFF DATE: 11/01/2017      EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Sexual Abuse/ Molestation Coverage	Per Occurrence	\$3,000,000

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **WHO IS AN INSURED - SECTION II** is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policywhichever is less.
3. The insurance afforded to such additional insured will be primary and non-contributory when required by such written contract.



## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

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- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.