

**Contract
Pupil Transportation Services
Kenai Peninsula Borough School District**

Between

Kenai Peninsula Borough School District
148 North Binkley Street
Soldotna, Alaska 99669

Hereinafter referred to as the District

And

Apple Bus Company a
Missouri Corporation having a place of business at
230 E Main St.
Cleveland, MO 64734

816-618-3310
(Phone)
816-618-3311
(Fax)
Pending
(Alaska Business License Number)

Hereinafter referred to as the Contractor

Witnesseth That:

In consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

Article

1. Superseding Effect

The Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under the Contract.

2. Contract Documents

The following shall be deemed a part of the Contract (together referred to as the Contract documents) and are hereby incorporated by reference:

- 2.1. Articles 1 through 16 of this Pupil Transportation Services Contract (RFP 118-16, Section II)
- 2.2. Section III: General Contract Terms and Conditions (RFP 118-16, Section III)
- 2.3. Section IV: Service Areas Special Terms and Conditions (RFP 118-16, Section IV)
- 2.4. The Contractor's Nondiscrimination Certificate
- 2.5. Request for Proposal 118-16 and all addenda and schedules thereto, excepting only Section II, which are incorporated as part of the Contract documents as set forth above.
- 2.6. The Contractor's performance bond.
- 2.7. The Contractor's insurance policies.
- 2.8. The Contractor's proposal package upon which award was made, including but not limited to the Submittal Questionnaire and Checklist, all attachments and schedules included as part of the Proposal package, and all additional submissions made by the Contractor during the review and award process.
- 2.9. All representations made by the Contractor during the review and award process.

3. Order of Precedence

The order of precedence that shall govern in the event of a conflict between the Contract documents is the order set forth in Article 2 above.

4. Scope of Work

The Contract shall constitute the basic agreement between the parties for the provision of reliable, safe, and uninterrupted pupil transportation services, pursuant to all terms and conditions of the Contract documents. The Contractor shall furnish all material, equipment, infrastructure, labor, and services necessary to perform the work associated with the provision of pupil transportation services, as set forth Section III, General Contract Terms and Conditions (hereinafter the "General Terms"), Section IV, Service Areas Special Terms and Conditions (hereinafter the "Special Terms"), and Attachments, which will be specified in the final Contract document in accordance with the award (hereinafter the "Schedules") with respect to the following service areas:

- Service Area I
- Service Area II
- Service Area III

The Contractor represents that it has obtained all the necessary information on conditions and circumstances that may affect its performance of the work and warrants that it has the methods and means to provide the transportation services required within the Contract, including infrastructure, facilities, equipment, capital, and staff for the entire term of the Contract and any extension term.

5. Period of Performance

- 5.1 The work to be accomplished under the Contract shall be performed during the period of July 1, 2017 through June 30, 2027.
- 5.2 Specific periods of performance, if any, and completion dates for specific Contract line items are set forth in the General Terms and Special Terms, attached hereto.
- 5.3 The District shall have the option to extend the term of this Contract upon mutual agreement of the District and the Contractor for up to a five- (5) year period. The parties agree that the

compensation payable to a Contractor during any renewal term will be based on changes in the cost of fuel, wages, insurance, equipment costs, and other relevant items during the initial Contract term. All other terms and conditions of the Contract shall remain in full force and effect during the extension term.

6. Consideration of Payment

Payment will be in accordance with the terms specified in the General Terms, the Special Terms, and the Schedules.

7. Inspection and Acceptance

All work performed under the Contract shall be inspected and accepted in accordance with the provisions of the General Terms and Special Terms.

8. Rights Reserved

The District shall retain the right at all times, in addition to all other rights specified in the Contract Documents, to:

- 8.1. Direct the Contractor to operate in another service area to accomplish the most effective overall routing and if in the best interest of the District.
- 8.2. Direct the Contractor to assume one (1) or more Special Education routes inside the service area(s) in which the Contractor is providing services;
- 8.3. Direct the Contractor to assume regular routes that are not presently in the Contractor's existing service area. Any added route(s) will be paid at the daily rate per bus as provided in the Special Terms and the Schedules.

Further, the parties agree that the Contractor is not granted exclusive rights to operate within the service area(s) in which the Contractor agrees to provide student transportation services, pursuant to the Contract, and that the District has the right to operate District buses or to direct and permit other contractors to operate in the Contractor's service area(s) at the discretion of the District.

9. Modifications

The District may, by written order to the Contractor, at any time during the term of the Contract and any extension term, make changes within the general scope of the work; and the Contractor agrees to perform such changed services. Increases or decreases for these changes typically shall be addressed through the daily rates. If such change increases or decreases the cost or time for providing the service, the parties, prior to performing the services, shall negotiate an equitable adjustment, which shall be appended to the Contract in writing. During the term of the Contract, unforeseen needs may arise calling for transportation services not specifically named in the Contract documents. The District and Contractor agree to negotiate transportation costs to address such unforeseen needs to the satisfaction of each.

No alteration, modification, or variation in the terms of the Contract shall be valid unless made in writing.

10. Limitation of Liability

In no event shall the District be liable for any indirect, consequential, incidental, lost profits or similar expectancy damages arising out of the Contract. The District's total obligation under the Contract is the consideration specified herein.

11. Unavailability of Funding

The District, at its sole discretion, may terminate or reduce the scope of the Contract if available funding is reduced for any reason.

12. Access and Retention of Records

The Contractor agrees to provide the District and its agent(s) access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of at least three (3) years after the completion date of the Contract or the conclusion of any claims, litigation, or exception relating to the Contract taken by the District or any third party.

13. Notices and Correspondence

All notices and correspondence shall be sent by either party to the other party, in all matters dealing with the Contract, to the following addresses:

To the District: Kenai Peninsula Borough School District
 Attn: Transportation Supervisor
 139 East Park Avenue
 Soldotna, AK 99669
 (907) 262-7165 (fax)
 (907) 714-8824 (telephone)

To the Contractor: Apple Bus Company
 Attn. Reid Oyster
 230 E Main St., Box 155
 Cleveland, MO 64734
 816-618-3310 (telephone)
 816-618-3311 (fax)

Or any other address provided prior written notice is given to the other party.

14. No Waiver

The failure of either party, in one or more instances, to enforce one or more of the terms or conditions of the Contract documents, or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

15. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the remainder hereof; and in any such event, this Contract shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

16. Governing Law

The laws of the State of Alaska shall govern the Contract. The parties agree that any original action to enforce any provision of the Contract or to obtain any relief from or any remedy in connection with the Contract and the work performed hereunder, shall be brought in the Third Judicial District, Kenai, Alaska.

In Witness Whereof, the parties hereto have executed the Contract which is effective as of _____.

Kenai Peninsula Borough School District

Signature: John O'Brien (For D. Jones)
Daryl Jones

Title: Assistant Superintendent

Date: 10.19.16

The foregoing instrument was acknowledge before me this 19th day of October, 2016, by John O'Brien (name) as Assistant Superintendent of the Kenai Peninsula Borough School District.



Debbie Tressler

Notary Public for the State of Alaska

July 18, 2020
Commission Expiration Date

Contractor

Raid Oyster

Contractor's Typed or Printed Name

Signature: [Handwritten Signature]

(Individual authorized to bind Contractor)

Title: Executive Vice President

Date: 10/18/16

The foregoing instrument was acknowledge before me this 20th day of Oct, 2016, by Misty Mincks (name) as Notary (title) of Apple Bus Co.
Paradise



MISTY MINCKS
My Commission Expires
October 30, 2018
Cass County
Commission #12270666

Notary Public for the State of MD.

10-30-16
Commission Expiration Date