

**Brookfield Board of Education
AGREEMENT**

This Agreement made as of the 1st day of July, 2022 by and between the Brookfield Board of Education, 100 Pocono Road, Brookfield, Connecticut, 06804 (hereinafter called the Board), and All-Star Transportation LLC, doing business at 146 Huntingdon Avenue, Waterford, CT 06708, (hereinafter called the Contractor).

Witnesseth that the Board and the Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and perform and complete in an efficient and workmanlike manner all work required for Brookfield Public Schools Transportation Services (B-22-01) in strict accordance with the Contract Documents, including all Addenda, as provided by the Board.

Article 2. Board's Representative:

Ken Post will act as the Board's Representative in connection with approvals, amendments and completion of the Work, in accordance with the Contract Documents.

Article 3. Contract Term:

The Contractor will commence the Work required by the Contract Documents July 1, 2022 and terminate June 30, 2027.

The Board reserves itself the option to extend the terms and conditions of this contract for an additional two (2) years after the first five (5) years for a total of seven (7) years until June 30, 2029. Such extension will be subject to the Board reviewing and approving the Contractor's request for a price adjustment. If such price adjustment cannot be mutually agreed upon between the Board and Contractor, the Board may choose to re-bid the work in lieu of extending this contract.

Article 4. Contract Price:

The Contractor will invoice the Board according the price schedule set out in Appendix A. The Board will pay the Contractor in current funds for performance and completion of the Work in accordance with the Contract Documents and all Specifications subject to adjustment by authorized modifications, additions or deductions as provided therein.

Article 5. Progress and Final Payments:

The Board will make progress or contract payments on account of the Contract Price as provided in the Contract Documents and as applied for. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Board's Representative.

Article 6. Contract Documents:

This Agreement, together with other documents enumerated in this Article 6, as appropriate, provided and available, are as fully a part of the Contract as if thereto attached or herein repeated, and form the Contract between the Board and the Contractor. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, then whatever shall be more favorable to the Board, as determined at the sole discretion of the Board's Representative shall prevail and take precedence.

- A. This agreement
- B. Exhibits to this Agreement, including Appendix A
- C. Request for Proposal – Brookfield Public Schools Transportation Services (B-22-01)
- D. Addenda numbers #1 and #2
- E. Contractor's Bid Proposal, dated January 13th, 2022
- F. Modification to RFP submitted by the Contractor, dated January 14th, 2022
- G. Contractor's Certificate of Insurance
- H. Contractor's Hold Harmless Agreement
- I. Contractor's Performance Bond,(if applicable)
- J. Any modifications, including change orders, duly executed and delivered after execution of this agreement.


Article 7. Miscellaneous:

- A. Terms used in this Agreement which are defined in the Specifications shall have the meanings as indicated.
- B. Neither the Board nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Board.
- C. The Board and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Board and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
- E. The contractor will maintain insurance to protect the Board against loss or damage to persons or to its premises and personal property on said premises and others' property on the premises. The contractor shall maintain Workers Compensation insurance covering any employee of the Contractor performing the Work on the Board's property and buildings.
- F. This Agreement will be governed by the laws of the State of Connecticut. The parties hereby submit to the jurisdiction of the courts of Connecticut.

APPENDIX A

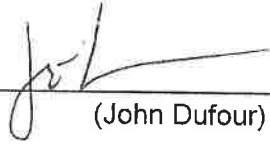
Daily Charges	2022-23	2023-24	2024-25	2025-26	2026-27
<u>Type I Vehicles - Regular daily Runs</u>					
Per bus per day	<u>\$404.00</u>	<u>\$420.00</u>	<u>\$437.00</u>	<u>\$454.00</u>	<u>\$472.00</u>
<u>Type II Vehicles - Regular daily Runs</u>					
Per bus per day	<u>\$404.00</u>	<u>\$420.00</u>	<u>\$437.00</u>	<u>\$454.00</u>	<u>\$472.00</u>
<u>½ Buses, shared with other towns</u>					
Per bus per day	<u>\$202.00</u>	<u>\$210.00</u>	<u>\$218.50</u>	<u>\$227.00</u>	<u>\$236.00</u>
<u>Pre-K Mid-Day</u>					
	<u>\$75.00</u>	<u>\$78.00</u>	<u>\$81.00</u>	<u>\$85.00</u>	<u>\$90.00</u>
<u>Late Buses</u>					
Hourly rate	<u>\$75.00</u>	<u>\$78.00</u>	<u>\$81.00</u>	<u>\$85.00</u>	<u>\$90.00</u>
<u>Charter Trips - In Town</u>					
Hourly Rates	<u>\$75.00</u>	<u>\$78.00</u>	<u>\$81.00</u>	<u>\$85.00</u>	<u>\$90.00</u>
Minimum	<u>\$135.00</u>	<u>\$140.00</u>	<u>\$145.00</u>	<u>\$150.00</u>	<u>\$155.00</u>
<u>Charter Trips - Out of Town</u>					
Hourly Rate - Up to 3 hours	_____	_____	_____	_____	_____
Minimum	<u>\$250.00</u>	<u>\$255.00</u>	<u>\$260.00</u>	<u>\$265.00</u>	<u>\$270.00</u>
Hourly Rate – Over 3 hours	<u>\$75.00</u>	<u>\$78.00</u>	<u>\$81.00</u>	<u>\$85.00</u>	<u>\$90.00</u>

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.



(Signature) Witness

All-Star Transportation LLC
(Contractor)

By: 

(John Dufour)

(President)

Brookfield Board of Education
(Board)

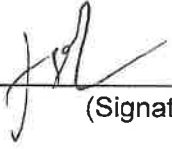
(Signature) Witness

By: _____
(Robert Belden)

Board Chairman
(Title)

Certification of Corporate Contractor

I, John Dufour, certify that I am the President of the corporation named as the Contractor herein; that John Dufour who signed this Agreement on behalf of the Contractor, was then President of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



(Signature)

All-Star Transportation
(Corporation)