

TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (the "Agreement") is effective as of the 1st day of July 2013 by and between the COLUMBUS MUNICIPAL SCHOOL DISTRICT located at 2630 McArthur Drive, Columbus, Mississippi (hereinafter referred to as the "School District"), and STS-NA, LLC D/B/A ECCO RIDE, located at 2601 Cleda Drive, Columbus, Mississippi, 39705, (hereinafter referred to as "Contractor"). School District and Contractor are hereinafter sometimes referred to individually as party and collectively as parties.

This Agreement includes and incorporates the following additional documents:

1. School District's Request for Proposal, Student Transportation Services attached as Exhibit A hereto (hereinafter referred to as the "RFP");
2. Contractor's Proposal for Transportation Services attached as Exhibit B hereto (hereinafter referred to as the "Proposal");
3. School District's Resolution Awarding Transportation Services Contract attached as Exhibit C hereto (the Resolution"); and

Collectively, the RFP, the Proposal, and the Resolution shall be referred to as the "Bid Documents."

THEREFORE, in consideration of the mutual covenants hereinafter set forth and as set forth in the Bid Documents, Contractor agrees to transport students to the School District during the periods set forth in the Bid Documents.

The following terms and conditions shall apply to this Agreement:

1. Order of Interpretation: In the event of any discrepancy between the documents incorporated into this Agreement, the RFP and Resolution shall control, except those items specifically noted as exceptions or additions in Contractor's Proposal, including, but not limited to:
 - a. Proposal shall govern as to all pricing for services associated with the Agreement.
2. Pursuant to bidding procedures, Contractor was the successful bidder for transportation services of the School District, and the School District has ratified the bid award through the Resolution and enters into this Agreement setting forth the details of the performance of the transportation undertaking.
3. The transportation services to be rendered by Contractor and the obligations of the School District are set forth in the Bid Documents and are hereby fully incorporated herein by this reference.
4. All notices to be given by the parties to this Agreement shall be in writing and made by depositing those written notices with the United States Postal Service and sending by Certified Mail Return Receipt Requested.

Notices to School District shall be addressed to:

Mrs. Edna McGill, Temporary Interim Superintendent or her successor
Mr. Craig Shannon, Deputy Superintendent or his successor
Columbus Municipal School District
P.O. Box 1308
Columbus, MS 39703-1308

Notices to Contractor shall be addressed to:

STS-NA, LLC D/B/A ECCO RIDE
P.O. Box 1291
Grafton, WI 53024

5. Contractor shall provide and maintain comprehensive general liability and comprehensive automobile liability insurance in the minimum amount of \$5 Million bodily injury and death and/or property damage combined single limit for each occurrence. This insurance policy will carry an endorsement showing the District as additional insured, insure that its policy of insurance insures against damage to any Contractor or School District owned bus including but not limited to buses used for extra curricular events such as athletic events and field trips.
6. Contractor shall be allowed to charge a rate of \$19 per hour for additional driver hours worked beyond the daily 3-hour minimum for the first two years of this Agreement and \$19.38 per hour for additional driver hours worked beyond the daily 3-hour minimum for the last two years of this Agreement. Contractor shall be allowed to charge a rate of \$16 per hour for additional monitor hours worked beyond the daily 3-hour minimum and \$16.32 per hour for additional monitor hours worked beyond the daily 3-hour minimum for the last two years of this Agreement.
7. No mileage shall be charged to the School District for any reason. All tires will be provided by School District.
8. Contractor shall be required to establish a Contractor owned/leased location as a bus maintenance shop on or before July 1, 2013.
9. The term of this Agreement shall be four (4) years and shall be renewable for an additional four (4) year term upon agreement by both parties to this Agreement upon such terms as agreed to by both parties subject to applicable statutes and regulations.
10. This Agreement may be terminated by a party for the reasons and subject to the terms and conditions contained in the Bid Documents.
11. Contractor shall not be responsible for providing spare buses.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate, on behalf of the parties hereto, and by persons so duly authorized, as of the 2nd day of July, 2013.

COLUMBUS MUNICIPAL SCHOOL DISTRICT

STS-NA, LLC D/B/A ECCO RIDE

By: _____

By: _____
Tom McCaughey

Title: _____

Title: President and CEO

ATTEST:

ATTEST:

By: _____

By: _____

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