

AGENDA ITEM 24

Consider authorizing January 29th, 2003 at 2:00 p.m. in the Commissioners' Court Room as date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize January 29th, 2003 at 2:00 p.m. in the Commissioners' Court Room as the date to receive bids for Justice of the Peace Building, Pct. #4 in Taylor.

Vote: 4 – 0. **Commissioner Boatright was absent from the dais.**

AGENDA ITEM 25

Consider awarding bid for temporary shuttle service.

Bids were received from the following:

Durham School Services, Austin, Texas

East Texas Transit Systems, Longview, Texas

Transco Shuttle Services, Austin, Texas

Unsolicited offers were received from:

Capital Metro, Austin, Texas

Capital Area Rural Transportation Systems, Austin, Texas

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To award the bid for temporary shuttle service for the parking garage to Durham School Services.

Vote: 4 – 0. **Commissioner Boatright was absent from the dais.**

< Attachment >



November 26, 2002

Ms. Ginny Atkinson
Assistant Purchasing Director
Williamson County Auditor's Office
710 Main St., Suite 303
Georgetown, Texas 78626

Dear Ms. Atkinson:


We are pleased to present this proposal for contracted shuttle service. Within our proposal, we've outlined ways that we can ensure you receive efficient, on time transportation services for your program. From driver training to vehicle maintenance, Durham School Services goes above and beyond to provide the highest quality transportation in the industry.

Durham has a professionally trained management team in place in our Pflugerville Customer Service Center that is fully capable of operating this program. They are focused on building a relationship with the community, county staff and our drivers, while providing the best possible service to our riders.

We began 50 years ago as a transportation company serving special needs students, and today we carry on the tradition of serving all our customers with special care. The level of caring and safety so necessary in transporting special needs students, and the extreme attention that must be paid to service quality, all carry over into how Durham operates each day.

I look forward to a partnership with Williamson County. If you have any questions or concerns regarding the enclosed proposal, please do not hesitate to contact me.

Sincerely,


Bruce Johnson
General Manager

9011 Mountain Ridge Drive
Suite 200
Austin, Texas 78759
Voice: 512.343.6292
Fax: 512.343.6596
www.durhamschoolservices.com





**A Proposal for Shuttle Service
for Williamson County**

Table of Contents

I. Qualifications

II. Exhibits

Balance Sheet.....Exhibit A

References.....Exhibit B

Sample Contract.....Exhibit C

III. Required Forms

Official Proposal Form

Proposal Specifications Form



COMPANY HISTORY AND QUALIFICATIONS

Durham School Services' sole business is student transportation. We trace our history back to 1917 to a three-bus company started in the San Gabriel Valley of California. The company provided pupil transportation service to the Rosemead School District, a customer we still serve today. In its early years, Durham specialized in special education transportation. This specialization has helped to nurture a commitment to quality service that is unique in the pupil transportation industry.

Over the years, the fleet has grown to its present size of more than 10,700 school buses, serving more than 310 school districts throughout the nation. School transportation is all we do. All of our organization is focused on one thing—getting kids to school safe, on time and ready to learn...every day. We currently employ 13,000 school bus drivers, mechanics and administrative personnel in 20 states. Durham's corporate headquarters, located in Austin, Texas, house the administrative and support functions for the company. The 106 Customer Service Centers are supported by regional operations teams.

Durham School Services, L.P., is a limited partnership. It is a division of National Express Corporation, the United States' subsidiary of National Express Group, PLC, one of the largest transportation firms in the United Kingdom. As such, our strong U.S. operations are backed by an acknowledged global leader in transportation. Please see Exhibit A for a copy of our most recent financial statement.

We have been doing business in Central Texas since 1985. In Exhibit B, we have included references.

DRIVER SELECTION AND TRAINING

Durham School Services meets and exceeds all required state of Texas mandates for school transportation, and complies with all provisions of the Commercial Driver's License Act of 1986.

Each driver applicant is required to complete a Durham School Services employment application form. The recruitment staff reviews the application and if acceptable, the candidate continues the recruitment process by completing an Employee Safety Inventory (ESI).

The ESI is a paper-and-pencil inventory that is administered to all candidates who apply for driving positions. The ESI measures safety control, risk avoidance, stress tolerance, and driver attitude. It is administered prior to the structured interview, as the ESI results provide questions to ask the candidate.

In order to ensure that an applicant is a safe, responsible driver, Durham obtains a driver's abstract from the Texas Department of Public Safety, and reviews each applicant's driving record and accident history.

Following successful completion of the ESI, a member of the Customer Service Center's management team schedules a candidate for an interview. This highly structured interview is specifically designed for school bus drivers. It was developed for Durham School Services by Creative Leadership, Inc., which specializes in developing techniques for interviewing successful job applicants. The interview allows the interviewer to determine the applicant's qualifications to work with young people and their understanding of safe operations.

A criminal background check will be conducted up to the maximum extent allowed by law. Additional employment background checks will be made either by telephone or by mail of previous employers, listed references, or both.

Our qualifications and testing procedures include:

- Residing in the local area.
- Successfully completing the structured interview.
- Maintaining a driver abstract from the Texas Department of Public Safety with no moving violations or no "primary cause of accident" charge within three (3) years.
- Submitting to and passing a physical examination by a company-chosen doctor.
- Submitting to and passing a drug screening.
- Submitting to and passing a background check.
- Securing a Commercial Driver's License with air brake and passenger endorsement.
- Passing Durham's *Driving Evaluation Program*.

An applicant is rejected if they receive a "Not Recommended" result from their ESI evaluation; have an unsatisfactory driving record or accident history; were convicted of a motor vehicle felony; were convicted of a DUI offense; or have a criminal record in which they were convicted of a felony. In addition, an applicant is similarly rejected if they have a poor work history with their previous employer or if they misrepresent themselves on their application. Failure to pass the physical and bio-chemical drug screen is also grounds for rejection. If the structured interview does not indicate that the person has the commitment and desire to work with young people, they would not be considered for employment.

All of Durham's screening and interviewing techniques ensure that only the safest individuals are accepted into our driver-training program.

TRAINING PROGRAMS

In all cases, our *School Bus Driver Training Program* exceeds requirements of the individual states in which we operate. For example, in Texas we require a minimum of 45 hours of training. Durham provides a minimum of 10 hours of classroom training and 10 hours of behind-the-wheel training. Two additional hours are dedicated to route observation, and three hours are divided according to the particular needs of the trainee. In some cases, based on the evaluation by the instructor, the trainee may be required to take additional hours of training.

Additionally, the state of Texas requires 20 hours of classroom training from the Texas Education Agency's *School Bus Driver Training Program*. According to Texas Education Agency Guidelines, the 20 hours of state classroom training must be completed within one year. However, pursuant to Durham company policy, all drivers must complete all TEA certification requirements within 60 days of completion of the Durham training program or the first available class.

Durham's training consists of the following:

CLASSROOM TRAINING

- Introduction to Durham Transportation and its history
- Company / Customer Service Center / school district policies
- Responsibilities of a Durham school bus driver in Texas
- Required information to obtain driving certification
- Accident procedures
- Adverse conditions driving techniques (adverse weather, road conditions, night)
- Brake systems (air and hydraulic)
- Defensive driving
- Emergency equipment (warning triangles, flares, fire extinguisher, First-Aid kit)
- Evacuation procedures
- Field trip procedures
- First-Aid and CPR
- Loading and unloading students
- Mechanical breakdown procedure
- Mirror use and reference point driving
- Pre / mid / post-trip inspections
- Public relations
- Radio operation and care
- Railroad crossing
- Student management
- Passenger safety awareness
- Durham School Services paperwork preparation

BEHIND-THE-WHEEL TRAINING

- Orientation of school buses (all types to be operated) and their equipment
- Backing lessons
- Brake test
- Agency familiarization including: railroad crossings, dangerous curves, hills, intersections, mergers, bus drives at the school, waiting points at school loading and unloading zones, and field trip pick-up points
- Emergency equipment use (warning triangles, flares, fire extinguisher, first-aid kit)
- Evacuation procedures
- Light system; operating the eight-light system (amber and red warning lights)
- Loading and unloading procedures
- Mirror set-up and adjustment
- Pre / mid / post-trip inspection
- Radio use
- Railroad crossing
- Route familiarization: drive a typical route performing all duties including inspections, route and map reading, loading and unloading
- Turning lessons (turning points for sharp and gradual turns)
- Vehicle Condition Report

The behind-the-wheel portion of the program covers the practical application of classroom theory, and develops the perceptions and timing necessary to safely operate a school bus.

In order to remain qualified as a Durham School Services driver, all drivers participate in at least ten (10) hours of in-service training per school year. This can be accomplished through attending mandatory monthly safety meetings, or special driver seminars and workshops.

Topics include, but are not limited to:

- Enhanced familiarization with the local community
- Public relations
- Pre/mid/post-trip inspections
- Brake systems (air and hydraulic)
- Road flares and triangles instruction
- Fire extinguisher instruction and demonstration
- Breakdown procedures
- Accident procedures
- Evacuation procedures
- Defensive driving techniques
- Poor road conditions and night driving techniques
- Railroad crossing procedures (Operation Lifesaver)
- Mirror use, backing, and turning point set-up
- Rules and regulations for loading/unloading
- Route and map reading
- Adverse terrain instruction (classroom and behind-the-wheel)
- Winter driving techniques (ice, skid control, chains)
- Post-accident retraining
- Fog, water, and wet roads
- Freeway vs. urban city street vs. rural road driving

As a part of our ongoing program to provide technical assistance and oversight to our Customer Service Centers, members of our region management team as well as individuals from the corporate staff who are responsible for our *Risk Management/Safety and Training Program* conduct periodic reviews. This ensures that we are in compliance with company, state, and federal laws, policies, and procedures. This effort is designed to allow us to provide the safest service possible to our customers and to enhance our existing programs.

All special education drivers complete additional instruction that familiarizes them to the unique needs of the disabled passenger. Special training includes use of wheelchair securement devices, equipment operation, and familiarization with the medical and behavioral needs of these special children.

SAFETY STANDARDS

Durham's *Safety Program* is unified throughout the company and permeates each functional responsibility area at all levels, including the local Customer Service Center, regional operations team and corporate headquarters.

Each employee receives specific guidelines for safety standards governing his or her job. All personnel are expected to follow safety rules and to exercise caution in their work activities.

An effective safety program must be comprehensive—extending well beyond simple operation of the vehicle. It must address safety in all aspects of transportation including operations, training, maintenance and administration. It must address pupil safety, passenger safety, vehicle operation safety, traffic safety, tool and equipment safety, chemical safety, employee safety, workplace safety, shop safety and office safety.

At Durham School Services, we strive for safety excellence through partnership with our employees. We believe that without the participation of our employees, we cannot achieve our safety goals. Our approach is based upon what we like to call "The Safety Responsibility Equation." This equation takes into account the company's and the employees' responsibilities for safety.

Durham School Services is responsible for creating an environment where our employees can work safely and provide safe transportation. The first step in creating a safe work environment is to hire qualified candidates for all positions. Applicants must meet specific safety standards if they are to become Durham employees.

Preparing our employees to do their jobs safely is a large part of fulfilling this responsibility. Durham provides a thorough training program for new employees as well as ongoing training throughout their career with Durham. Both in new-hire training and monthly safety meetings, the focus is on providing safe transportation to children.

We provide our employees with safety communications to keep them focused on safety at all times. Posters, safety messages, and contests help keep their safety awareness at a high level. Each Customer Service Center has a safety committee responsible for promoting safety to all employees. We believe that giving employees a chance to contribute to their safety is part of our responsibility.

Reducing hazards that create unsafe conditions is also part of the company's responsibility. When routing buses, safety is our number one concern. We encourage our drivers to report unsafe conditions and partner with our dispatchers to fix them. We are constantly looking for ways to do things more safely.

Monitoring our employees' performance is also part of our responsibility. Through regularly scheduled driving evaluations, we ensure that our employees are applying the safe driving techniques they have learned during training. We also provide re-training for employees who need it.

Once the company has prepared the environment for safety, we rely on our employees to fulfill their part of the safety responsibility equation. Employees are expected to avoid unsafe acts that could lead to accidents or injuries. They are also expected to report unsafe conditions to management and help correct them.

Employees are held accountable for meeting their part of the safety responsibility equation. Employees who do not follow safety procedures receive re-training and discipline, when appropriate. Durham's program includes sufficient controls and compliance monitoring to ensure maintenance of the safest environment possible. And, because of the substantial resources available at both the regional and corporate level, Durham's local Customer Service Center personnel are assured of receiving the very best safety information and program assistance in the industry. Durham is committed to improving existing safety systems and processes, as well as developing and implementing innovative safety programs.

Working together to meet our safety responsibility, the company and our employees ensure that everyone enjoys safe, efficient transportation to and from school.

EMERGENCY PREPAREDNESS

School bus accidents are rare, but we go to great lengths to ensure we are prepared for emergencies should they occur. Durham will instruct all K-3 students on how to properly enter and exit the bus, emergency evacuation techniques, and general school bus safety. By using live demonstrations videos, and education materials, drivers will teach students how they can enjoy a safe trip to and from school. Our drivers will also cover emergency and evacuation procedures prior to each non-reoccurring trip.

Each Durham School Services' Customer Service Center operates under a crisis management plan, which assists managers in classifying crisis severity and immediately notifying necessary support personnel. Durham also has a formal Crisis Response Team consisting of functional experts in safety, human resources, risk management, operations, and media relations. We have certified safety experts and a certified crisis manager on staff, all of whom are on call seven days a week, 24 hours a day.

INSURANCE

Public liability insurance shall be maintained to protect the contractor and, as an additional insured, the client, its governing board, its officer, its agents, and its employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the contractor under this contract. Such insurance shall have a minimum combined single limit of one million dollars (\$1,000,000).

Workmen's compensation insurance shall be maintained as required by law and as will protect the contractor from claims, which may arise from his operation under this contract.

PREVENTIVE MAINTENANCE PROGRAM

Our *Preventive Maintenance Program* is the most important phase of maintenance performed in our repair facilities. Through the scheduled inspection process, we maintain vehicle safety by identifying component defects and making all necessary adjustments, repairs, and part replacements.

Not only is each vehicle inspected on a scheduled basis, we also perform other service tasks—such as oil changes and chassis lubrication—according to Durham's and the manufacturers' recommendations. In following this process, we maximize the equipment's economic life as well as provide our customers with the safest vehicles possible.

Each bus is scheduled for preventive maintenance inspections according to hours of operation, miles traveled, or days operated, depending on the type of operation and service being provided. This process is accomplished through our computer tracking system. Preventive maintenance schedules are created through the computer tracking system, and printed on a weekly and monthly basis. Included with this system is a listing of other required adjustments and services performed per manufacturer's recommendations. This includes maintaining all mechanical systems such as brakes, tires, steering, suspension, drive train, electrical systems and all ancillary equipment of each bus.

Preventive Maintenance (PM) Inspections are recorded on Durham School Services' 60-point and 232-point PM Inspection checklists, which includes all vehicle components and systems. If a technician notes a

defect during the scheduled PM Inspection, they are required to note the defect on the inspection form. When the inspection is complete, all required repairs are listed on a repair order. All defects are discussed with the maintenance supervisor and the supervisor assigns the repair work to a technician for completion. If serious defects are noted, the bus is not returned to service until the repairs have been completed. Once all necessary repairs, adjustments, and service requirements have been performed, the technician will indicate to the supervisor that the job is complete and the vehicle is ready for service. The maintenance supervisor will then notify the dispatch office that the bus is ready. Completed inspections and component services are then updated in the computer tracking system.

With Durham's outstanding maintenance program, you can be assured that your students are transported in some of the best-maintained vehicles in the industry.

SAMPLE CONTRACT

As requested, we have included a sample contract form in Exhibit C.

at 31 December 2001	Note	2001 £m	Group 2000 £m	2001 £m	Company 2000 £m
Fixed assets					
Intangible assets	12	503.6	523.7	–	–
Tangible assets	13	512.8	653.6	1.4	3.4
Investments and interests in associated undertakings	14	26.4	27.3	582.0	915.3
		1,042.8	1,204.6	583.4	918.7
Current assets					
Stock	16	21.4	20.7	–	–
Debtors	17	376.1	327.1	621.4	515.4
Cash at bank and in hand	18	92.3	53.8	56.7	7.2
		489.8	401.6	678.1	522.6
Creditors: amounts falling due within one year	19	(610.6)	(751.1)	(460.5)	(312.5)
Net current (liabilities)/assets		(120.8)	(349.5)	217.6	210.1
Total assets less current liabilities		922.0	855.1	801.0	1,128.8
Creditors: amounts falling due after more than one year	20	(405.1)	(458.2)	(355.6)	(428.8)
Provisions for liabilities and charges	22	(103.0)	(19.6)	(6.1)	(8.1)
		413.9	377.3	439.3	691.9
Capital and reserves					
Called-up share capital	24	6.6	6.5	6.6	6.5
Share premium account	25	43.7	40.5	43.7	40.5
Share capital to be issued	25	0.3	0.4	0.3	0.4
Merger reserve	25	15.4	57.3	–	214.2
Capital reserve	25	–	17.0	26.4	52.1
Revaluation reserve	25	0.8	17.5	–	–
Profit and loss account	25	341.8	233.6	362.3	378.2
Equity shareholders' funds		408.6	372.8	439.3	691.9
Equity minority interest		5.3	4.5	–	–
		413.9	377.3	439.3	691.9

P M White *Chief Executive*

W P Rollason *Finance Director*
20 March 2002

References

Our Pflugerville Customer Service Center provides similar services for the following organizations:

Dittmar Recreation Center
1009 West Dittmar Rd.
Austin, Texas 78745
(512) 938-1292
Contact: Stacey Clack

Old Settler's Blue Grass Festival
P.O. Box 28187
Austin, Texas 78758
(512) 346-0999
Contact: Randy Collins

Staktek Corporation
8900 Shoal Creek Blvd., Suite 125
Austin, Texas 78757
(512) 454-9531
Contact: David Cunningham

Contract #
DISTRICT NAME
Transportation Agreement

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT, made and entered into this _____ of _____ 200____, by and between _____ of _____, hereinafter referred to as "**CUSTOMER**", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware Limited Partnership, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

The CUSTOMER and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract. The CONTRACTOR shall furnish, operate, and maintain one (1) or more school-type buses for the transportation of passengers at such times and places as may be specified by the CUSTOMER. Such transportation may be on any day or days during the term of the Agreement and is supplied on an "as-needed, as available" basis.
2. Term of Agreement. The term of the Agreement shall be for the period beginning _____, and ending _____. It may be renewable thereafter as provided by law.
3. Permits and Licenses. The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
4. Insurance. The CONTRACTOR shall maintain insurance satisfactory to the CUSTOMER and as set forth below during the term of the Agreement. Not less than fifteen (15) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage and for Workmen's Compensation coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given the CUSTOMER.

General liability insurance shall be maintained to protect the CONTRACTOR and, as an Additional Insured, the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Five Million Dollars (\$5,000,000.00).

Workmen's Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

5. Hold Harmless Agreement. The CONTRACTOR shall hold harmless and indemnify the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
 - (a) Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
 - (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the Agreement; and
 - (c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.

The CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the CUSTOMER or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the CUSTOMER or the Board therein.

Contract #
DISTRICT NAME
Transportation Agreement

6. Safety Program. The CONTRACTOR shall provide regular and continuous formal safety instructions for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings at least four (4) times per year.
7. Assignments or Subcontracting. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the verbal consent of the CUSTOMER.
8. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the CUSTOMER.
9. Force Majeure. CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, 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, when satisfactory evidence thereof is presented to DISTRICT.
10. Routing and Scheduling. Prior to the start of any service under this Agreement the CUSTOMER and the CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of the CUSTOMER. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the CUSTOMER and the CONTRACTOR shall plan and institute such changes jointly. The CUSTOMER may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the CUSTOMER, and are not to be revised without its authorization.
11. Contractor's Personnel. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the CUSTOMER and by the CONTRACTOR.
12. Record Keeping and Accident Reports. The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the CUSTOMER.

All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the CUSTOMER shall be reported to the CUSTOMER.

Pupil injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the CUSTOMER, at its option.
13. Payments for Services. On or about the first business day following each service CONTRACTOR shall submit invoices in the form and number required by the CUSTOMER for all services under this Agreement. Subject to acceptance and approval by the CUSTOMER, payment for such services will be made within ten (10) days. In the event sums due and payable are not received within thirty (30) days; a late charge of 1.5% of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service will be discontinued until such time as the CONTRACTOR has received all sums due.
14. Adjustment of Rates. The rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change requests shall be provided in writing to the CUSTOMER by August 1st each year. On September 1st in each contract year the rates will be adjusted upward or downward by an amount equal to the rates in effect for the contract year ending on _____ of each year multiplied by the percentage increase or decrease, if any, in the _____ Consumer Price Index, All Urban Consumers, for the twelve (12) month period ending _____ of that year. In no event will the rates be less than the rates for immediately preceding year.

Contract #

DISTRICT NAME

Transportation Agreement

In the event of any unusual circumstances, such as but not limited to changes in Local, State, or Federal taxes, laws, specification or regulations or changes in the cost of buses, materials, labor, interest rates, or insurance with cause any of the CONTRACTOR'S cost hereunder to increase at a rate in excess of the percentage change in the _____ Consumer Price Index, All Urban Consumers, then the parties shall determine a reasonable and just amount to cover such increase, and this amount shall be reflected into the compensation rates.

Notwithstanding anything else in this Agreement to the contrary, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the method and/or costs of CONTRACTOR in connection with providing the services hereunder (e.g., the enactment of mandatory national health insurance for employees, the, in that event, upon written notice to CUSTOMER, CONTRACTOR may request a renegotiation of this Agreement. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of the Agreement, levels of service, etc. any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed date during the term of the Agreement. In the event CONTRACTOR and CUSTOMER are unable to reach a satisfactory agreement during said negotiations, CONTRACTOR or CUSTOMER shall have the right to cancel this Agreement by giving ninety (90) days written notice to the other respective party, whereupon this Agreement shall be null and void.

15. Equipment Requirements. All buses supplied under this Agreement shall be approved school-type buses, as defined by applicable statutory or administrative codes, and must, in addition, meet with the approval of the CUSTOMER. They shall be not more than five (5) years old at the commencement of service under the terms of this Agreement.

All buses of 66 or more pupil capacity shall be equipped with full air brakes of the largest size available for the particular chassis involved.

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the CUSTOMER so they may be substituted for regularly assigned buses, if needed, without delay.

16. Notices. Legal notices shall be delivered to the parties to this Agreement by United States Mail at the addresses listed below:

CUSTOMER:

Attn: _____

Telephone: (____) ____-____
FAX: (____) ____-____

CONTRACTOR:

DURHAM SCHOOL SERVICES, L.P.
Attn: Chris M. Stone
Contractual Relations Officer
9011 Mountain Ridge Drive, Suite 200
Austin, Texas 78759-7222
Telephone: (512) 343-6292
FAX: (512) 343-6294

Contract #
DISTRICT NAME
Transportation Agreement

17. IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this Agreement, the CUSTOMER agrees to pay the CONTRACTOR the following sums for transportation services rendered for:

A. For Daily Transportation Service:

BUS CAPACITY	HOURLY RATE
	\$

Fees shall charged from the time the vehicle leaves the CONTRACTOR'S Customer Service Center located at _____ until it returns to the Service Center at the conclusion of the trip. Time charges shall include total driver's time, including time for bus pre-trip checkout and cleanup and layover time. For driver's time in excess of forty (40) hours per week, or eight (8) hours in any one (1) day, the charge will be one-and-a-half times the hourly rate stated above.

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

DURHAM SCHOOL SERVICES, L.P.

CUSTOMER

By: _____
Chris M. Stone
Contractual Relations Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WILLIAMSON COUNTY
PROPOSAL SPECIFICATIONS/PROPOSAL SHEETS
TEMPORARY SHUTTLE SERVICE

NUMBER: 03WC901

OPENING DATE & TIME: NOVEMBER 26, 2002 - 2:00 PM

Bus Type: 24 to 30 Passenger Capacity
Air-Conditioned
(Airport/Rent Car type shuttle bus)
Prefer bus to be a 1998 model or newer

Location: Georgetown, Texas

Route: Continuous around a six (6) block area

*****See Attached Map*****

Hours: Monday through Friday
7 - 9 AM
4 - 6 PM
Optional 11AM to 1 PM

Length of Service: Date construction of Court House Annex is begun through completion of project.
Estimated project length - 18 months
Estimated start date - January 6, 2003

Conditions: Maximum standing time for bus at any stop site will be two (2) minutes.

Company Information:

Company Type (Corporation, Partnership, etc.)
Years in Business in Central Texas
Insurance Provided
Financial Statement
References (minimum of three)
Driver qualifications, experience, and training
Attach copy of standard contract form

Miscellaneous: Operator must commit to uninterrupted service and demonstrate ability
To provide back-up buses and operators.
Operator may park bus on designated county property when not in use.

COST OF SHUTTLE SERVICE PER DAY:

HOURS 7:00 AM TO 9:00 AM AND 4:00 PM TO 6:00 PM \$180.00

ALTERNATE 1:

ADDITIONAL COST TO OPERATE THE FOLLOWING HOURS DAILY

HOURS 11:00 AM TO 1:00 PM \$90.00

Durham School Services

000010

WILLIAMSON COUNTY PROPOSAL FORM
TEMPORARY SHUTTLE SERVICE

PROPOSAL NUMBER: 03WC901

PROPOSAL OPENING DATE & TIME: NOVEMBER 26, 2002 – 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, and Specifications for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF PROPOSER: Durham School Services, L.P.

Mailing Address: 9011 Mountain Ridge Dr., Suite 200

City: Austin State: Texas Zip: 78759

Email Address: cstone@durhamschoolservices.com

Telephone: (512) 343-6292 Fax: (512) 343-6596

Chris M. Stone Date of Proposal: 11/26/02
Signature of Person Authorized to Sign Proposal

Name and Title of Signer: Chris M. Stone, Contractual Relations Officer
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

000009

0495.2.23190.2003

WILLIAMSON COUNTY COMMISSIONER'S COURT
Transportation Agreement

**AGREEMENT FOR THE TRANSPORTATION
 OF PASSENGERS**

THIS AGREEMENT, made and entered into this 2nd of January 2003, by and between **WILLIAMSON COUNTY COMMISSIONER'S COURT** of Georgetown, Texas, hereinafter referred to as "CUSTOMER", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware Limited Partnership, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

The CUSTOMER and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. Scope of Contract. The CONTRACTOR shall furnish, operate, and maintain one (1) or more shuttle buses for the transportation of passengers at such times and places as may be specified by the CUSTOMER. Such transportation may be on any day or days during the term of the Agreement and is supplied on an "as-needed, as available" basis.
2. Term of Agreement. The term of the Agreement shall be for the period beginning January 6, 2003, and ending June 6, 2004. It may be renewable thereafter by mutual agreement between the parties and as provided by law.
3. Agreement Documents. The complete Agreement consists of this Agreement, Contractor's Proposal and Customer's Proposal Specifications, which are hereby incorporated herein by reference. In the event of any conflict between the terms of the Agreement, the Proposal or the Proposal Specifications, the terms of this Agreement shall govern.
4. Permits and Licenses. The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
5. Insurance. The CONTRACTOR shall maintain insurance satisfactory to the CUSTOMER and as set forth below during the term of the Agreement. Not less than fifteen (15) days before new or renewed coverage is required CONTRACTOR shall furnish Certificates of Insurance for each policy on liability coverage and for Workmen's Compensation coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given the CUSTOMER.

General liability insurance shall be maintained to protect the CONTRACTOR and, as an Additional Insured, the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from any claims for damages for personal injury or death, and from damage to property, which may arise from operations of the CONTRACTOR under this Agreement. Such insurance shall have a minimum combined single limit of Seven Million Dollars (\$7,000,000.00).

Workmen's Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims that arise from its operation under this Agreement.

6. Hold Harmless Agreement. The CONTRACTOR shall hold harmless and indemnify the CUSTOMER, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that may be made by reason of:
 - (a) Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
 - (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the Agreement; and
 - (c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.

0495.2.23190.2003

WILLIAMSON COUNTY COMMISSIONER'S COURT
Transportation Agreement

The CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the CUSTOMER or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the CUSTOMER or the Board therein.

7. Safety Program. The CONTRACTOR shall provide regular and continuous formal safety instructions for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings at least four (4) times per year.
8. Assignments or Subcontracting. The CONTRACTOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the CUSTOMER.
9. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an independent contractor, and not an officer, agent, or employee of the CUSTOMER.
10. Force Majeure. CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, 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, when satisfactory evidence thereof is presented to CUSTOMER.
11. Routing and Scheduling. Prior to the start of any service under this Agreement the CUSTOMER and the CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of the CUSTOMER. If, at any time during the term of the Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the CUSTOMER and the CONTRACTOR shall plan and institute such changes jointly. The CUSTOMER may authorize increased bus capacities or services necessitated by program or population changes. Any revisions so adopted shall be deemed an ordinary part of this Agreement. All routes, schedules, and bus stops must be approved by the CUSTOMER, and are not to be revised without its authorization.
12. Contractor's Personnel. All personnel assigned to perform under this Agreement shall be subject to continuous approval by the CUSTOMER and by the CONTRACTOR.
13. Record Keeping and Accident Reports. The CONTRACTOR will be required to provide daily or other operational records deemed necessary by the CUSTOMER.

All reportable (as defined by law) accidents involving the CONTRACTOR'S equipment or personnel while operating for the CUSTOMER shall be reported to the CUSTOMER.

Passenger injuries not involving acceleration, deceleration, or movement of the bus may be reported on forms provided by the CUSTOMER, at its option.

14. Payments for Services. On or about the first business day following each service CONTRACTOR shall submit invoices in the form and number required by the CUSTOMER for all services under this Agreement. Subject to acceptance and approval by the CUSTOMER, payment for such services will be made within ten (10) days. In the event sums due and payable are not received within thirty (30) days; a late charge of 1.5% of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service will be discontinued until such time as the CONTRACTOR has received all sums due.
15. Adjustment of Rates. At the conclusion of the initial term of this Agreement as set forth in paragraph 2 above, the rates established in all schedules for this Agreement shall be subject to adjustment once each year. Rate change requests shall be provided in writing to the CUSTOMER by May 1, 2004 and each subsequent May 1st should this Agreement be so extended. On June 7, 2004, and each subsequent June 7th should the Agreement be so extended, the rates will be adjusted upward or downward by an amount equal to the rates in effect for the contract year ending on June 6th of each year multiplied by the percentage increase or decrease, if any, in the Dallas/Fort Worth Consumer Price Index, All Urban Consumers, for the twelve (12)

0495.2.23190.2003

WILLIAMSON COUNTY COMMISSIONER'S COURT**Transportation Agreement**

month period ending March 31st of that year. In no event will the rates be less than the rates for immediately preceding year.

In the event of any unusual circumstances, such as but not limited to changes in Local, State, or Federal taxes, laws, specification or regulations or changes in the cost of buses, materials, labor, interest rates, or insurance with cause any of the CONTRACTOR'S cost hereunder to increase at a rate in excess of the percentage change in the Dallas/Fort Worth Consumer Price Index, All Urban Consumers, then the parties shall determine a reasonable and just amount to cover such increase, and this amount shall be reflected into the compensation rates.

Notwithstanding anything else in this Agreement to the contrary, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations are enacted/promulgated, the impact of which will materially impact the method and/or costs of CONTRACTOR in connection with providing the services hereunder (e.g., the enactment of mandatory national health insurance for employees, the, in that event, upon written notice to CUSTOMER, CONTRACTOR may request a renegotiation of this Agreement. Such renegotiations shall include, but shall not be limited to, the payment schedule, duration of the Agreement, levels of service, etc. any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed date during the term of the Agreement. In the event CONTRACTOR and CUSTOMER are unable to reach a satisfactory agreement during said negotiations, CONTRACTOR or CUSTOMER shall have the right to cancel this Agreement by giving ninety (90) days written notice to the other respective party, whereupon this Agreement shall be null and void.

16. Equipment Requirements. All buses supplied under this Agreement shall be approved shuttle buses of 24 to 30 person capacity, and must meet with the approval of the CUSTOMER. Said vehicles shall be no older than five (5) years of age at the commencement date of this Agreement.

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses.

Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

Spare buses of appropriate sizes, and meeting all the above requirements, shall be located by the CONTRACTOR at points close enough to the CUSTOMER so they may be substituted for regularly assigned buses, if needed, without delay.

17. Notices. Legal notices shall be delivered to the parties to this Agreement by United States Mail at the addresses listed below:

CUSTOMER: WILLIAMSON COUNTY COMMISSIONER'S COURT
Attn: Judge John C. Doerfler
701 Main Street, Suite 201
Georgetown, Texas 78626
Telephone: (512) 943-1550
FAX: (512) 943-1662

CONTRACTOR: DURHAM SCHOOL SERVICES, L.P.
Attn: Chris M. Stone
Contractual Relations Officer
9011 Mountain Ridge Drive, Suite 200
Austin, Texas 78759-7222
Telephone: (512) 343-6292
FAX: (512) 343-6294

0495.2.23190.2003

WILLIAMSON COUNTY COMMISSIONER'S COURT**Transportation Agreement**

18. IN CONSIDERATION of the performance on the part of the CONTRACTOR of the terms of this Agreement, the CUSTOMER agrees to pay the CONTRACTOR the following sums for transportation services rendered for:

- A. For Daily Shuttle Service - Hours 7:00 A.M. - 9:00 A.M. and 4:00 P.M. - 6:00 P.M.:

BUS CAPACITY	DAILY RATE
24 - 30 PAX	\$180.00

- B. For Optional Daily Midday Shuttle Service - 11:00 A.M. - 1:00 P.M.:

BUS CAPACITY	DAILY RATE
24 - 30 PAX	\$90.00

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

DURHAM SCHOOL SERVICES, L.P.

By: Chris M. Stone
 Chris M. Stone
 Contractual Relations Officer
 January 2, 2003

WILLIAMSON COUNTY COMMISSIONER'S COURT

By: John C. Doerfler *approved 12-17-02 JWC*
 John C. Doerfler
 County Judge
 January 9, 2003

AGENDA ITEM 26

Consider approving a resolution authorizing participation in TexPool and designating authorized representatives.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution authorizing participation in TexPool and designating authorized representatives in the Treasurer's office.

Vote: **5 - 0**

AGENDA ITEM 27

Consider approving a resolution authorizing participation in TexPool Prime and designating authorized representatives.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution authorizing participation in TexPool Prime and designating authorized representatives in the Treasurer's office.

Vote: **5 - 0**

< Attachment >