

**WOODLAWN COMMUNITY HIGH SCHOOL DISTRICT NO. 205
AND
WOODLAWN COMMUNITY GRADE SCHOOL DISTRICT NO. 4**

**PUPIL TRANSPORTATION AGREEMENT
AMENDMENT NO. 1**

WHEREAS, Woodlawn Community High School District No. 205 and Woodlawn Community Grade School District No. 4 (collectively "Districts") issued, on June 12, 2008, a Pupil Transportation Services Joint Request for Bids ("Joint Request"); and

WHEREAS, by submitting a bid in response to the Joint Request, all bidders have agreed to comply with the terms and provisions contained in the Bid Documents issued by the Districts in conjunction with their Joint Request; and

WHEREAS, Beck Bus Transportation Corporation ("Beck" or "Contractor") was the sole, exclusive and lowest responsive and responsible bidder responding to the Districts' Joint Request for Bids; and

WHEREAS, Subsequent to identification by Districts of Beck as the lowest responsive and responsible bidder, Districts and Beck have entered into supplemental agreements and wish to commemorate the same; and

WHEREAS, on this 10th day of July, 2008, the parties are entering into a PUPIL TRANSPORTATION AGREEMENT pursuant to the terms of the Joint Request and all attendant documents defined therein as the "Bid Documents" and/or "Bid Package."

NOW, THEREFORE, in consideration of the mutual covenants, representations and agreements referenced herein, the parties hereby agree as follows:

1. The preamble recitals to this Pupil Transportation Agreement Amendment No. 1 are hereby incorporated herein by this reference.
2. The parties agree to removal of: (a) clause III.H. ("Fuel") of the PUPIL TRANSPORTATION AGREEMENT contained in the Bid Documents; and (b) all other references in the Bid Documents to the requirement of Contractor to provide fuel pursuant to the PUPIL TRANSPORTATION AGREEMENT.
3. The parties acknowledge that it shall be incumbent upon Districts, and it shall be their full and exclusive responsibility, to provide fuel for all services contemplated by the PUPIL TRANSPORTATION AGREEMENT. Contractor shall not be responsible for the provision of any fuel required to perform its obligations arising under the PUPIL TRANSPORTATION AGREEMENT.

4. Contractor shall be entitled to compensation at the rates/charges set forth on the 3-page document attached hereto as EXHIBIT A, in accordance with the payment provisions contained in the PUPIL TRANSPORTATION AGREEMENT and the Bid Documents, including Bid Package Addendum I.
5. All other terms and provisions of the PUPIL TRANSPORTATION AGREEMENT and the Bid Documents, expressly including Bid Package Addendum I thereto, that are not expressly addressed by this Amendment No. 1 shall remain in full force and effect and shall be binding upon the parties.

Beck Bus Transportation Corp.

CONTRACTOR *[Signature]* BOARD OF EDUCATION
 BY: *[Signature]* WOODLAWN COMMUNITY
 Dated: 08.05.08 HIGH SCHOOL DISTRICT NO. 205

BY: *[Signature]* BY: *[Signature]*
 DATED: 8-5-08 DATED: 8-4-08

ATTEST: *[Signature]*
 Secretary

BOARD OF EDUCATION
 WOODLAWN COMMUNITY
 GRADE SCHOOL DISTRICT NO. 4

BY: _____

DATED: _____

ATTEST: _____
 Secretary

BID FORMS: Page 1 of 4

By signing these Bid Forms and submitting its bid to Woodlawn Community High School District No. 205 and Woodlawn Community Grade School District No. 4, the undersigned hereby acknowledges that the term "Bid Documents" is defined herein to include the collective documents comprising the package of materials issued by the Districts, specifically consisting of: Notice to Bidders, Instructions to Bidders and Specifications, these Bid Forms, and the Pupil Transportation Agreement. The undersigned acknowledges that the terms, provisions, representations and covenants contained in the Bid Documents shall be incorporated into, and become an instrumental part of, the actual Pupil Transportation Agreement and that the undersigned shall comply with the same in the event the undersigned is selected by the Districts to provide the services contemplated hereunder.

FULL SERVICE STUDENT TRANSPORTATION SERVICES
CHARGES FOR "BASE BID" SERVICES REQUIRED BY BID DOCUMENTS

<u>Year</u>	<u>SCHOOL DISTRICT SHALL SUPPLY ALL FUEL:</u>	<u>Annual Charge</u>
July 1, 2008 – June 30, 2009		\$ <u>200,230.00</u>
	Two hundred thousand two hundred thirty	
July 1, 2009 – June 30, 2010		\$ <u>205,540.00</u>
	Two hundred five thousand five hundred forty	
July 1, 2010 – June 30, 2011		\$ <u>210,850.00</u>
	Two hundred ten thousand eight hundred fifty	
THREE-YEAR (INITIAL TERM) TOTAL CHARGE		\$ <u>616,620.00</u> TOTAL

Note: Bidders are required to submit "Annual Charge" calculations for each of the three years comprising the initial term, yet the THREE YEAR (INITIAL TERM) TOTAL CHARGE calculation shall be the criteria for determining the lowest Bidder. The "Annual Charges" set forth above shall be used to determine the prorated daily (in arrears) charge that the Districts would be obliged to pay the successful Bidder, pursuant to the terms and provisions of the Pupil Transportation Agreement. Note: For the 2008-2009 School Year, it is anticipated that the annual charge will be based on 176 attendance dates, and the Annual Charge, above, will be divided by 176 to determine the daily charge owed to the Contractor. Contractor shall invoice the Districts monthly, in arrears, only for those days in a particular month when transportation services (morning and afternoon transportation) were actually performed by the Contractor.

For each of the foregoing annual charge calculations, Bidders shall provide additional break-down figures (as an attachment hereto) corresponding to the charges relating to each of the two "High School" Routes and to each of the four "Grade School" routes.

Bidders shall submit and attach a narrative addressing the Districts' current staffing and routing levels and operations, together with a discussion of the Bidder's proposed staffing and routing levels and operations. Bidders may submit additional attachments to further explain the bases for Annual Charges, if Bidders so desire.

MANDATORY ALTERNATE BID I

Hourly and/or mileage charges for supplemental transportation services requested by the Districts. (Evening Trips, Field Trips, Athletic/Extracurricular Events, etc.)

The Districts may wish to obtain additional transportation services (not directly covered under the scope of services and contractor's "Base Bid" obligations. The Districts expressly expect that transportation services will be requested for athletic team practices/events prior to commencement of each academic year governed by the Pupil Transportation Agreement (including the initial 2008-2009 school year), and a selected bidder shall agree to provide transportation for such supplemental services for the charges set forth in its bid response to this Mandatory Alternate 1. Bidder agrees to provide such transportation services (including vehicles and fuel) at the following hourly rate(s), for each year of the Term, if/when requested by the Districts in accordance with the Pupil Transportation Agreement, as follows:

	<u>HOURLY</u>	<u>MILE</u>	<u>MINIMUM</u>
Year 1: _____	\$15.00	\$ 0.20	\$40.00
Year 2: _____	\$16.00	\$ 0.22	\$42.00
Year 3: _____	\$17.00	\$ 0.24	\$45.00

SCHOOL DISTRICTS SHALL SUPPLY ALL FUEL

Districts will not be obligated to utilize these successful bidders services with respect to the scope of this mandatory bid 1.

MANDATORY ALTERNATE II

Annual charges for Districts' requirement of an annual performance bond, if requested by the Districts.

Year 1: <u>8,400.00</u>	Eight thousand four hundred
Year 2: <u>8,400.00</u>	Eight thousand four hundred
Year 3: <u>8,400.00</u>	Eight thousand four hundred

BECK BUS TRANSPORTATION CORPORATION

P.O. Box 768

Mt. Vernon, IL 62864

Phone (618) 242-5685 Fax (618) 242-4523

Woodlawn Community High School District No. 205
AND

Woodlawn Community Grade School District No. 4

Transportation from Woodlawn High School to Mt. Vernon High School, with a stop at Mt
Vernon High School and a return trip approximately two hours later, with respect to the Area
Vocational Center

SCHOOL DISTRICT SHALL SUPPLY ALL FUEL

2008-2009	2009-2010	2010-2011
\$ 8,300.00	\$ 8,600.00	\$ 8,900.00