

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 14th day of June, 2011, by and between the Mt. Diablo Unified School District (hereinafter "District") and Pawar Transportation, LLC (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 1,597,158.00 total fee for Services

000	-	5411	-	46	-	5800	= 25,000.-
BUDGET CODE							
000	.	5411	.	46	.	5100	= 421,850.-
017	.	5411	.	46	.	5100	= 414,552.-
701	.	5411	.	46	.	5100	= 735,756.-

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ see attached per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 07/01/2011. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

Purchase Requisition # _____

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: Pawar Transportation and Cab LLC
1936 Carlotta Drive	Address: 3673 Vista Chironoaks
Concord, CA 94519-1397	Walnut Creek, CA 94598
Attn: Superintendent	
	Phone: 925-938-6565
	Fax: 925-935-6464
	Tax ID #: 76-072826

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # _____

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: Mary Ann Lecker 8/16/11
Budget Administrator Date

By: [Signature] 6/20/2009
Date

Title: _____

Title: OWNER

Authorized by: Mitchell A. Brown 8/18/2011
Assistant or Associate Superintendent Date

Approved: [Signature] 8/23/11
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Mary Ann Lecker 8/16/11
Administrator's Signature Date

Mitchell A. Brown 8/18/2011
EDD

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature _____

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

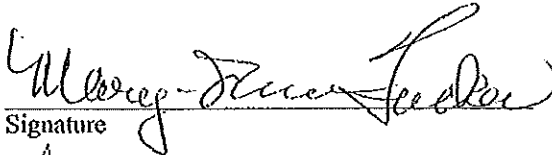
<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

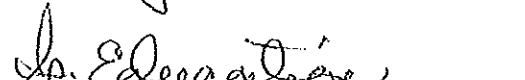
Purchase Requisition # _____
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached.

Services of Contractor arranged by


Signature


Department / School

Attachment A

PROPOSAL FORM- RFP #1566
SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICE

To: Mt. Diablo Unified School District
Purchasing Department
2326 Bisso Lane
Concord, CA 94520

From: Pawar Transportation LLC
Name of Bidder
3673 Vista Charonoaks
Mailing Address
Walnut Creek, CA 94598
City, State & Zip

The undersigned Bidder agrees he will contract with the Mt. Diablo Unified School District to provide all necessary labor, supervision, machinery, tools, apparatus, to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

RFP No 1566: SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICE in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- Notice of Request for Proposals
- Detailed Specifications or Scope of Work
- Instructions To Bidders
- Terms and Conditions
- Disclosure of Contract Renewal
- Criminal background investigation/ fingerprinting certification
- Bidder's Statement Regarding Insurance Coverage
- Workers' Compensation Insurance Certificate
- Non-Collusion Affidavit
- Contractor Representation and Certification

Attachment A
PROPOSAL FORM- RFP #1566
SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICE
COST PROPOSAL FORM

- 1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

LOCAL - Within Contra Costa County

Rate per pupil per day, ambulatory: \$40.00 per day (shared ride)

Rate per pupil per day wheelchair: \$120.00 per day

OUT OF THE AREA - Greater Bay Area outside of Contra Costa County

Rate per pupil per day, ambulatory: \$70.00 per day (shared ride)

Rate per pupil per day wheelchair: \$140.00 (per day)

- 2. Field trip rate, trip as specified by special request, on equipment in normal use for the above service:

Ambulatory:

Cost per hour of service: \$25.00

Wheelchair:

Cost per hour of service: \$40.00

Attachment A

PROPOSAL FORM- RFP #1566
SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICE

Return original RFP's to: Mt. Diablo Unified School District
Purchasing Department
2326 Bisso Lane
Concord, CA 94520

- Prices shall be F.O.B. Destination or for the service rendered.
- Bidder shall honor bid prices for ninety (90) days or for the stated contract period – whichever is longer.
- Bids must be on this Proposal Form and signed by vendors'/bidders' authorized representative.
- **BIDDER TO READ: NO BID IS VALID UNLESS SIGNED BY THE AUTHORIZED REPRESENTATIVE MAKING THE QUOTE.**

I have read, understand, and agree to the terms and conditions on all pages of RFP #1557. The undersigned agrees to furnish the commodity or service stipulated on this RFP as stated above.

Company Name: Pawar Transportation LLC


Address, City, State, Zip: 3673 Vista Charonoaks, Walnut Creek, CA 94598

Company Phone No. (925) 938 6565

Company Fax No. (925) 938 6464

Other Contact No. (925) 788 8088
(if available)

Name (print): Mickey Pawar

Signature: 

Title of person signing RFP: President

Date: 3/24/2010

End of Proposal Form

**Attachment B
(SUBMIT WITH BID)**

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a fourth and fifth year at the sole discretion of MDUSD, the option of which will be determined at the end of each contract year.

In no event will increase exceed 2 % for the second contract year and 2 % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Mickey Pawar	3/24/2010
Name	Date
President	
Title	

IF CONTRACTOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION, PLEASE INDICATE BY CHECKING THIS BOX:

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the Bidder's intent to accept a second and third year option at zero (0) percent increase. All other Terms and Conditions to remain the same.

Attachment C
(SUBMIT WITH BID)

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: RFP #1566: SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICES between the Mt. Diablo Unified School District ("District" or "Owner") and Pawar Transportation LLC ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the Mt. Diablo Unified School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the Security Guard Service Project which is the subject of the Contract (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times; and/or

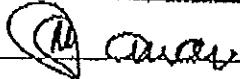
Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Mickey Pawar

Title: President

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 3/24/2010
Proper Name of Contractor: Pawar Transportation LLC
Signature: 
By: Mickey Pawar
Its: President

END OF ATTACHMENT C

Attachment D

Non-Collusion Affidavit

To Be Completed and Notarized
(SUBMIT WITH BID)

State of California)
County of Contra Costa County .
)

Mickey Pawar (Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of Pawar Transportation LLC (Contractor Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

3/24/2010
(Date)

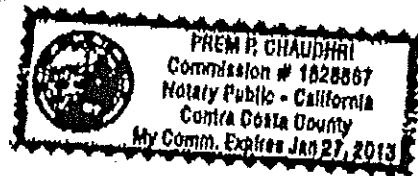
[Signature]
(Signed at (Place))

Pawar Transportation LLC Mickey Pawar
Bidder Name Authorized Representative
(Person, Firm, Corp.)

3673 Vista Charon Oaks Mickey Pawar
Address Representative's Name

Walnut Creek, CA 94598 President
City, State, Zip Representative's Title

[Signature]



3/24/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

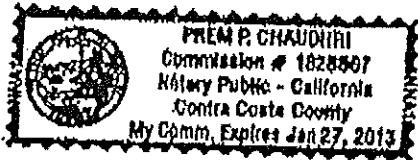
On March 24, 2010 before me, Prem P. Chaudhri, Notary Public

personally appeared MANUVA S. JACHEN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____




Signer Is Representing: _____

Attachment E

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
(SUBMIT WITH BID)**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for RFP #1566: SPECIAL EDUCATION STUDENT SUPPLEMENTAL TRANSPORTATION SERVICES. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified.

Pawar Transportation LLC
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Mickey Pawar, President
Name & Title of Authorized Representative

3/24/2010
Date of Signing


Attachment F

**WORKER'S COMPENSATION INSURANCE CERTIFICATE
(SUBMIT WITH BID)**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

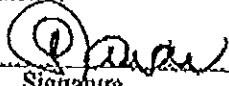
I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pawar Transportation LLC
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Mickey Pawar, President
Name & Title of Authorized Representative

3/24/2010
Date of Signing

ATTEST:
By 
Signature
President
Title

Attachment G

CONTRACTOR REPRESENTATION AND CERTIFICATION
(SUBMIT WITH BID)

The undersigned hereby affirms that:

He/she is a duly authorized agent of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).

The offer is being offered independently of any other Contractor's and is in full compliance with the collusive prohibitions of this State. The Contractor certifies that no employee of its firm has discussed, or compared the bid with any other Contractor or District employee, and has not colluded with any other Contractor or District employee.

The Contractor will accept any awards made to it as a result of this solicitation if the acceptance is made within 180 calendar days after the bid due date.


I hereby certify that I am submitting the following offer as my firm's bid. I understand that by virtue of executing and returning with this bid this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted: Mickey Pawar Title: President

Company Name: Pawar Transportation LLC

Address: 3673 Vista Charonoaks, Walnut Creek, CA 94598

Phone: (925) 938 6565 Fax: (925) 938 6464

By:  Date: 3/24/2010
Manual Signature of Agent(s)

Mickey Pawar, President

Name and Title of Authorized Agent