

## TOWN OF CANTON, CONNECTICUT

### CONTRACTUAL AGREEMENT FOR THE PROVISION OF DIAL-A-RIDE SERVICES

THIS AGREEMENT made as of the 15th day of July 2014, by and between the **Town of Canton**, a municipal corporation organized and existing under the laws of the State of Connecticut, and **Martel Transportation** of the Town of Canton and State of Connecticut (hereinafter "Provider").

#### WITNESSETH

WHEREAS, the Town desires to engage Provider to transport certain residents of the Town and their guests and their baggage in and about the Town or elsewhere in accordance with Dial-A-Ride terms and conditions set forth herein;

WHEREAS, Provider is willing to furnish such transportation on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

#### A. Covenants of Provider

1. Identification of Passengers – Provider shall provide door-to door service to all Canton residents who are sixty (60) years of age or older and/or are disabled and who request such service. Any others requesting service must be approved by the Town.
2. Method of Transportation – All persons to be transported by Provider, under terms of this Agreement, shall be transported by such vehicles as provided in A.5. hereafter.
3. Routes – Unless otherwise directed in writing by the Town, transportation of persons under this Agreement by Provider shall be limited to the following:

Any points in Canton, to and from the following locations:

- 1) Simsbury Commons
  - 2) West Avon Medical Center
  - 3) Convalescent homes on West Avon Road
  - 4) Route 44 east to the bottom of Avon Mountain, including service to Health Trax /St. Francis Hospital Wellness site on Nod Road north and CT Eye Care on Route 10 south.
  - 5) Route 44 west to Foothills Plaza
  - 6) Route 10 north to Riverdale Farms
4. Although Provider will try to accommodate all requests, medical appointments and food shopping will be given priority.
  5. Hours of Transportation – Transportation shall be provided by Provider between the times of 9:30 a.m. and 3:30 p.m. Monday through Friday, subject to program funding.

Reservations will be taken from 8:00 a.m. – 4:00 p.m., Monday through Friday, and must be made by the client 24 hours ahead to guarantee a ride.

6. Vehicles – At the commencement of the term of this Agreement and thereafter, Provider shall utilize only the vehicle(s) described in B.2 to provide the agreed upon transportation. Provider may substitute an appropriate, alternate vehicle on the occasion that the regular vehicle is temporarily out of service.

a. Any vehicle used by Provider under this Agreement shall comply with all statutes of the State of Connecticut and with the rules and /or regulations of any agency thereof.

b. Any vehicle used by Provider under this Agreement shall be repaired and maintained in a competent and workmanlike manner so as to produce a neat, clean, safe and orderly condition in all such vehicles. All preventative maintenance (lubrication, oil change, oil filter change etc.) shall be conducted at an interval not to exceed 3,000 miles. The Provider shall be responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of the vehicle. Upon return of the vehicle to the Town, the vehicle shall be in good working order defined as: 1) The vehicle maintenance records indicate the manufacturer's maintenance procedures and intervals have been adhered to; 2) The vehicle is in safe operating condition and can pass inspection by the Connecticut Department of Motor Vehicles; and 3) All damage resulting from accidents has been repaired.

c. Provider shall, at least twice a year, have all vehicles that will be used in accordance with this Agreement inspected by the State of Connecticut Department of Motor Vehicles.

7. Vehicles' Operators

a. All operators of the vehicles used by Provider under this Agreement shall be properly licensed to do so under the laws of the State of Connecticut. Provider shall submit to the Town, upon request, evidence of such licensing. A Public Service Operator's License is required.

b. No person shall operate any vehicle for Provider under the terms of this Agreement until Provider has furnished the Town evidence of satisfactory results of a physical examination of such person. Evidence of further physical examinations shall be submitted biannually in accordance with Connecticut Department of Transportation regulations thereafter for each such operator as long as such person shall continue as an operator. The Town may, at its expense and option, require any operator of such vehicles to submit to a physical examination by a doctor chosen by the Town at any time. No operator shall continue to operate any vehicle of Provider under this agreement after refusal to take such examination.

c. Provider shall furnish to the Town the names of all persons to operate vehicles under this Agreement prior to such operation. If the Town has a reasonable objection to such person acting as an operator, at any time, then Provider shall provide a substitute operator.

8. Insurance – Provider, prior to the operation of any vehicle under this Agreement, shall furnish to the Town evidence satisfactory to the Town that Provider is insured with liability insurance written by an insurer licensed to write such insurance in Connecticut in the amounts set forth below.

(1) Workers Compensation:

Provider shall provide workers compensation and employers' liability insurance that complies with the statutes and regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

(2) Commercial General Liability Insurance:

Provider shall provide commercial general liability insurance policy (Insurance Services Office Form CG-0001 or equivalent) that includes products, operations and completed operations coverage. Such policy shall cover Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- a. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self insured retention carried by the Town.
- b. Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.

(3) Commercial Automobile Insurance:

The bidder shall provide commercial automobile insurance (Insurance Services Office CA-00001 or equivalent) for any autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis; \$1,000,000 uninsured/underinsured motorists and \$2,000 medical payments coverage. Such coverage shall also include hired and non-owned automobile coverage in the amount of \$1,000,000.

(4) Umbrella/Excess Liability Insurance:

The bidder shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (1) through (3). Such policy shall contain limits of liability in the amount of \$4,000,000 each occurrence and \$4,000,000 in the aggregate.

All policies required hereunder shall name the Town of Canton as an additional insured. Provider shall, as a condition of this Agreement, maintain in full force and effect all policies of insurance required hereunder throughout the term of this Agreement and any extension thereof. If any policy required hereunder is cancelled, Provider shall within twenty-four (24) hours of receiving notice of said cancellation notify of the fact.

In the event of failure of Provider to maintain such insurance in effect during the term of this Agreement, for any reason, the Town shall have the right to purchase such insurance and to deduct the cost thereof from any sums that may be due to Provider under this Agreement.

9. Equal Employment Policy – The Town of Canton provides Equal Employment Opportunities for all persons regardless of race, creed, color, sex, national origin, ancestry, political affiliation, age or physical disability. As a Town contractor, Provider acknowledges that it is obligated to comply with this policy and agrees to comply with it.

10. Operating Policies - Provider shall furnish skilled and competent operators and all fuel, supplies and accessories necessary for the safe operation of said vehicles; it being

understood, however, that said operators, and any other persons employed by Provider in or about the performance of the service, shall at all times and for all purposes be and remain, the employees of Provider and not agents or employees of the Town of Canton.

11. Uniform system of Accounts and Records - Provider shall cooperate with the Town in complying with the Uniform Systems of Accounts and Records prescribed under Section 15 of the Urban Mass Transportation Act, if applicable.

12. Reports of financial and Operating Data - Provider agrees to cooperate with the Town in the preparation of reports as may be required or requested by the Town.

13. UMTA/USDOT/State DOT Drug Testing Requirements – All safety sensitive personnel employed by Provider who are associated with providing transportation to the Town under this Agreement shall comply with the above-referenced drug testing program. Safety sensitive personnel are defined as drivers, mechanics, dispatchers and their supervisors.

For Provider personnel associated with this Agreement, the following applies: pre-employment testing, random testing, and suspicious behavior testing.

## **B. Covenants of the Town of Canton, Connecticut**

1. 1. Payment by Town – For the performance by Provider of Provider's obligations (excluding Sec. A.3.c.), the Town shall pay to Provider the sum of \$4,950 to be paid monthly in accordance with the following schedule.

PERIOD	MONTHLY FEE
7/1/14 through 6/30/15	\$4,950
7/1/15 through 6/30/16	\$5,032
7/1/16 through 6/30/17	\$5,032

Provider shall submit to the Canton Senior/Social Services Department, on or before the 1st day of each month, documentation reflecting the dates and hours worked in the previous month. The Town shall pay Provider each monthly fee on or before the third Friday of each month.

2. Leased Vehicle – The Town shall lease to Provider for the term of this Agreement, for One (\$1.00) Dollar per year, a vehicle suitable for the services described in this agreement.

The vehicle is to be returned in the same condition as received, less normal wear and tear.

## **C. Mutual Covenants**

1. Term – The term of this Agreement shall commence July 1, 2014 and end June 30, 2017.

2. Routes – The Town shall have the right to modify and amend the provisions of Section A.3 herein to the extent of designating other locations outside of Canton to be run on a set schedule, providing both parties agree.

3. Cancellation – Should Provider be found to be in material default in the performance of any of the provisions hereof, the Town may cancel and terminate this Agreement. Such

notice shall specify the default and termination and shall be effective ten (10) days after the mailing of such notice by the Town.

4. Assignment – Provider may not assign any interest in this Agreement, voluntarily or otherwise, without prior written consent of the Town. Any such unconsented to purported assignment shall be deemed to have terminated this Agreement as of the date thereof.

5. Arbitration – In the event of an unforeseen emergency arising during the term of this Agreement, that emergency may cause undue hardship to either party, or in the event of any dispute arising under this Agreement, it is agreed that the parties shall cooperate fully to resolve the matter to the mutual satisfaction of the parties hereto. If no such adjustment is made, the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be entitled to name an arbitrator, with the two arbitrators so named choosing a third arbitrator and the decision of the majority of said arbitrators shall be binding upon the parties hereto.

6. Amendments – Except as herein provided, this Agreement may not be altered or amended, except by written agreement of the parties.

7. Binding Effect – This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, as the case may be.

8. Renewal – This Agreement may be extended for additional periods upon mutual consent of the parties; and an amended Agreement shall be executed to reflect any revisions.

9. Gender – Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10. Entire Agreement – It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement. Any changes to this Agreement must be in writing.

11. Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this agreement can not be determined and effectuated.

12. Effect – This Agreement shall be null and void and of no effect unless subscribed by both parties hereto.

13. Choice of Law – This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in all respects, in accordance with the laws of the State of Connecticut.

#### **D. Indemnification**

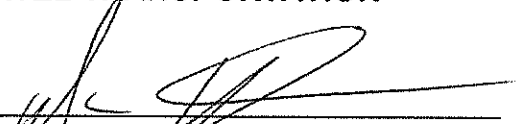
Provider will indemnify and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the service, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused

in whole or in part by any negligent or willful act or omission of Provider, anyone directly or indirectly employed by Provider or anyone for whose acts Provider may be liable.


In any and all claims against the Town, or any of its agents or employees, by any employee of Provider, or anyone directly or indirectly employed by Provider, or anyone for whose acts Provider is liable, the INDEMNIFICATION OBLIGATION shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

IN WITNESS THEREOF, the parties have executed this contract this 15th day of July, 2014.

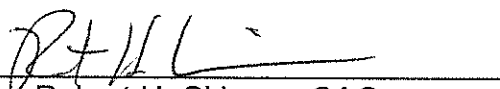
**MARTEL TRANSPORTATION**

By:   
Dean Martel


Witness:

  
Kerri Kazlauskas

**TOWN OF CANTON, CONNECTICUT**

By:   
Robert H. Skinner, CAO

Witness:

  
Kerri Kazlauskas

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