

TOWN OF CANTON, CONNECTICUT
CONTRACTUAL AGREEMENT
FOR THE PROVISION OF DIAL-A-RIDE SERVICES

THIS AGREEMENT made as of the 26th day of ~~June~~ August 2020, by and between the **Town of Canton**, a municipal corporation organized and existing under the laws of the State of Connecticut, and Martel Transportation, LLC (hereinafter "Contractor").

WITNESSETH

WHEREAS, the Town desires to engage Contractor 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, Contractor 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 Contractor

1. Identification of Passengers – Contractor 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 and have been deemed eligible to ride through the Canton Senior & Social Services office. Any others requesting service must be approved by the Town.
2. Method of Transportation - All persons to be transported by Contractor, 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 Contractor shall be limited to the following:

Any points in Canton and Avon, 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

Although Contractor will try to accommodate all requests, medical appointments and food shopping shall be given priority.

4. Hours of Transportation

a. Regular Dial-A-Ride transportation shall be provided by Contractor year-round, with hours differing during "summer months" of June, July & August. During those months outside of these (September, October, November, December, January, February, March, April & May) Contractor shall provide transportation between the times of 9:00 a.m. and 4:00 p.m. Monday through Friday, subject to program funding.

Reservations will be taken from 8:00 a.m. – 12:00 p.m., Monday through Friday, and must be made by the client 24 hours ahead to guarantee a ride.

b. Enhanced Medical transportation services shall be billed on a monthly basis using the same format required for reporting purposes per the regular Dial-A-Ride contract.

Residents will be allowed to use the enhanced services two (2) times a month. Contractor will be responsible for keeping track of individual usage.

The ability for the Town and Contractor to make available enhanced medical transportation services is contingent on available funding. The town will notify Contractor in writing of any changes to the service and will communicate this in writing to Riders as well.

Upon agreement of the Director of Senior and Social Services and Contractor, recreational trips may also be provided at the same rate as the enhanced medical transportation services.

5. Vehicles - At the commencement of the term of this Agreement and thereafter, Contractor shall utilize only the vehicle(s) described in B.3. to provide the agreed upon transportation. Contractor must substitute an appropriate, alternate vehicle on the occasion that the regular vehicle is temporarily out of service.

a. Any vehicle used by Contractor 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 Contractor 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 Contractor 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. Contractor shall, at least once a year, have all vehicles that will be used in accordance with this Agreement inspected by an authorized garage.

6. Vehicles' Operators-

a. All operators of the vehicles used by Contractor under this Agreement shall be properly licensed to do so under the laws of the State of Connecticut. Contractor 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 Contractor until evidence of satisfactory results of a physical examination of such person has been provided to the Town in accordance with Connecticut Department of Transportation regulations. 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 Contractor under this agreement after refusal to take such examination.

c. Contractor 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 Contractor shall provide a substitute

operator.

7. Insurance - Contractor, prior to the operation of any vehicle under this Agreement, shall furnish to the Town evidence satisfactory to the Town that Contractor 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:

Contractor 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:

Contractor 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 \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

All policies required hereunder shall name the Town of Canton as an additional insured. Contractor 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, Contractor shall within twenty-four (24) hours of receiving notice of said cancellation notify of the fact.

In the event of failure of Contractor 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 Contractor under this Agreement.

8. Vehicle Registration - Contractor shall be solely responsible for the proper registration of any vehicles, used by it under this Agreement in accordance with the laws of the State of Connecticut Department of Motor Vehicles.

8. 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, Contractor acknowledges that it is obligated to comply with this policy and agrees to comply with it.

8. Operating Policies - Contractor 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 Contractor in or about the performance of the service, shall at all times and for all purposes be and remain, the employees of Contractor and not agents or employees of the Town of Canton.

8. Uniform system of Accounts and Records - Contractor 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.

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

8. UMTA/USDOT/State DOT Drug Testing Requirements - All safety sensitive personnel employed by Contractor 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 Contractor personnel associated with this Agreement, the following applied: pre-employment testing, random testing, and suspicious behavior testing.

B. Covenants of the Town of Canton, Connecticut

1. Payment by Town – For the performance by Contractor of Contractor’s obligations (excluding Sec. A.3.c.), the Town shall pay to Contractor monthly in accordance with the following schedules:

PERIOD	MONTHLY FEE
7/1/20 through 6/30/21	\$6,275.23
7/1/21 through 6/30/22	\$6,484.20
7/1/22 through 6/30/23	\$6,700.12

For enhanced medical trips the Contractor shall be paid the following:

Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2020 through 6/30/2021	\$30.50
Hourly rate to be paid for medical trips using Contractor’s vehicle from 7/01/2020 through 6/30/2021	\$30.50
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2021 through 6/30/2022	\$35.50
Hourly rate to be paid for medical trips using Contractor’s Vehicle from 7/01/2021 through 6/30/2022	\$35.50
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2022 through 6/30/2023	\$40.50
Hourly rate to be paid for medical trips using Contractor’s vehicle from 7/01/2022 through 6/30/2023	\$40.50

Contractor shall submit to the Canton Senior/Social Services Department, on or before the 5th day of each month, documentation reflecting the dates and hours worked in the previous month. The Town shall pay Contractor each monthly fee on or before the third Friday of each month.

2. Fuel for the Dial –A- Ride Bus - Starting on July 1, 2021 the Contractor shall have an opportunity to purchase gasoline from the

Town's gas pumps at the Town's purchase price, plus any and all applicable taxes. This purchase opportunity exists provided the Town's service station is in working order. Moreover, such gasoline is reserved for use only with Canton Dial-A-Ride business. The Contractor must notify the Town's Chief Financial Officer by December 31st of the prior calendar year of the Contractor's intent to utilize the Town's gasoline, along with the approximate anticipated usage. Gas will be billed to Contractor on a quarterly basis.

3. Leased Vehicle – The Town shall lease to Contractor 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

Term – The term of this Agreement shall commence July 1, 2020 (or immediately upon execution of this contract) and end June 30, 2023.

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.

Cancellation – Should Contractor 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. The contract may be terminated or suspended by the Town if the Town does not have a valid vehicle for transporting program participants or has insufficient funding to continue the service.

Assignment – Contractor 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.

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.

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

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.

Renewal – This Agreement shall be in effect from July 1, 2020 (or immediately upon execution of this contract) through June 30, 2023. It may be extended for additional periods upon mutual consent of the parties; and an amended Agreement shall be executed to reflect any revisions.

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.

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.

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 cannot be determined and effectuated.

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

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

Contractor 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 Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

In any and all claims against the Town, or any of its agents or employees, by any employee of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor 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 Contractor under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

IN WITNESS THEREOF, the parties have executed this contract this 25th day of Aug, 2020.

Martel Transportation
Company

By [Signature]
Title: owner

TOWN OF CANTON, CONNECTICUT

[Signature]
Robert H. Skinner, CAO