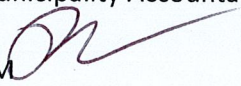


**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

**MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**MEMORANDUM**

TO: Members of the Municipality Accountability Review Board (MARB)  
FROM: Robert Dakers, OPM   
SUBJECT: FY19 Board of Education Proposed Budget-West Haven  
DATE: February 5, 2018

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Attached please find a copy of the proposed budget for fiscal year 2018-19 that was approved by the West Haven Board of Education and forwarded to the MARB by Mayor Rossi. The budget approved by the Board of Education is for an amount of \$91,347,819, a \$1,721,111, or 1.92% increase over the current year budget.

The next step in West Haven's budget process is for the Mayor to develop and submit to the City Council her recommended budget, including for education spending, by March 15, 2018. According to the MARB's adopted policies and procedures, the MARB would have 30 days to adopt a resolution would involve reviewing and commenting on the Mayor's Recommended Budget prior to action by the City Council. As the Mayor has previously indicated, however, it would be her plan to present a draft budget for preliminary MARB thoughts and comments ahead of the MARB's March 1, 2018 meeting.

If you have any questions or requests in regard to this matter, please let me know.

Attachments

Cc: Mayor Nancy Rossi, City of West Haven  
Neil Cavallaro, Superintendent of Schools, West Haven  
Kevin McNabola, Director of Finance, City of West Haven

### Building the 2018-2019 Board of Education Budget

| Budget Category                    | Amount Increased   | % Increased               | Reason for Increase                                    |
|------------------------------------|--------------------|---------------------------|--|
| <b>Tuition</b>                     |                    |                           |  |
| Special Ed Tuition                 | \$ 113,448         | 1.45%                     | To keep up with rising special education tuition costs |
| <b>Tuition Subtotal</b>            | <b>\$ 113,448</b>  | <b>1.45%</b>              |  |
| <b>Transportation</b>              | N/A                | N/A                       | No Increase  |
| <b>Salaries</b>                    |                    |                           |  |
| Teachers Union                     | \$1,474,698        | 1% (top step only) + Step | Contractual (530 members)                              |
| Administrators Union               | \$ 86,194          | 1% + Step                 | Contractual (24 members)                               |
| Nurses Union                       | \$ 18,647          | 1% + Step                 | Contractual (16 members)                               |
| Para Union                         | \$ 69,476          | 1% + Step                 | Contractual (133 members)                              |
| AFSCME Union                       | \$ 104,683         | 2% + Step                 | Contractual (99 members)                               |
| CWA Union                          | \$ 6,683           | 1% + Step                 | Contractual (9 members)                                |
| New Staff                          | \$ 140,000         |                           | 3 New Positions  |
| Expected Teaching Retirements      | (\$ 425,000)       |                           | 6 Positions  |
| Expected Clerical Retirements      | (\$ 90,000)        |                           | 2 Positions  |
| <b>Salary Subtotal</b>             | <b>\$1,385,381</b> | <b>2.65%</b>              |  |
| <b>Operation of Plant</b>          | N/A                | N/A                       | No Increase  |
| Electrical                         | \$ 28,336          | 2.75%                     | To stay in line with rates and usage                   |
| Water                              | \$ 2,781           | 2.75%                     | To stay in line with rates and usage                   |
| Telephone & Communication          | \$ 9,747           | 2.75%                     | To stay in line with rates and usage                   |
| Heat                               | \$ 17,784          | 2.75                      | To stay in line with rates and us                      |
| <b>Operation of Plant Subtotal</b> | <b>\$ 58,648</b>   | <b>1.55%</b>              |  |





**Proposed  
2018-2019 Budget  
Presented to the  
West Haven Board  
of Education  
January 29, 2018**

# Proposed Increase



Proposed 2018-2019 Budget:  
**\$91,347,819**

Increases:

Contractual raises  
\$1,385,381

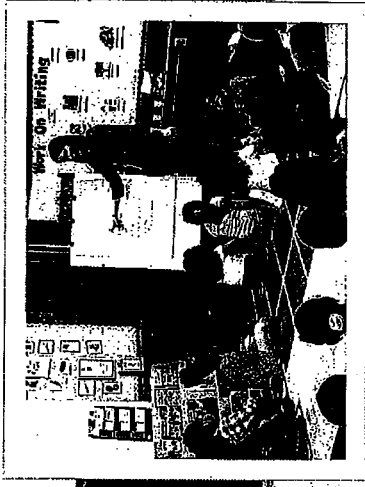
Benefits  
\$163,634

Operations  
\$172,096



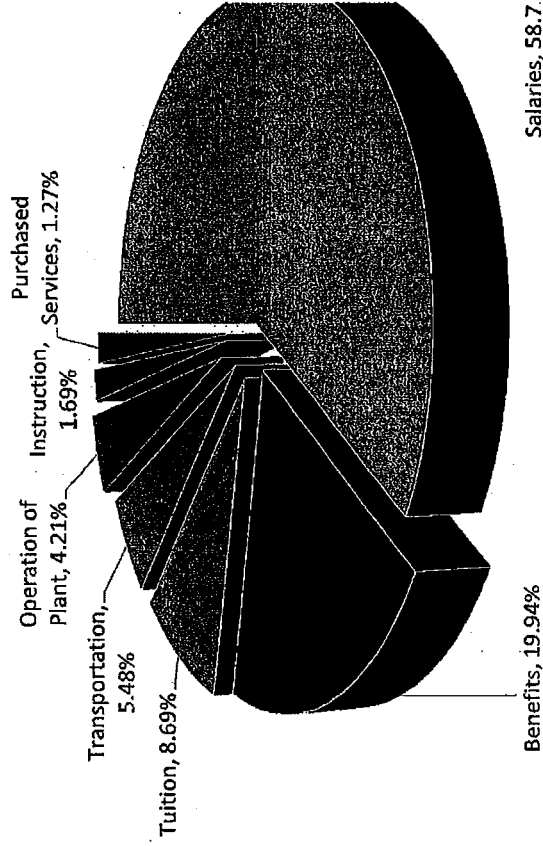
Total Increase:  
\$1,721,111  
or 1.92%

# How is the money



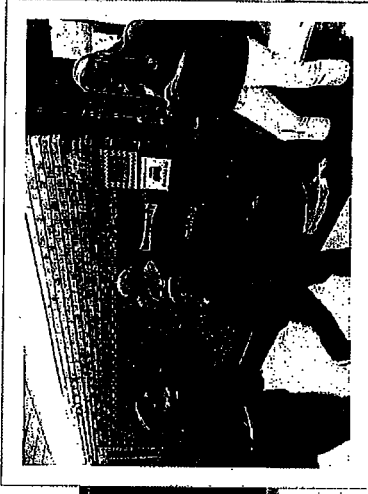
|                    |              |                  |
|--------------------|--------------|------------------|
| Salaries           | \$53,637,819 | 58.72% of budget |
| Benefits           | \$18,215,805 | 19.94%           |
| Tuition            | \$ 7,939,386 | 8.69%            |
| Transportation     | \$ 5,006,321 | 5.48%            |
| Operation of Plant | \$ 3,847,829 | 4.21%            |
| Instruction        | \$ 1,539,500 | 1.69%            |
| Purchased Services | \$ 1,161,159 | 1.27%            |

Total= \$91,347,819



Salaries, 58.7.

# Salaries \$53,637,819



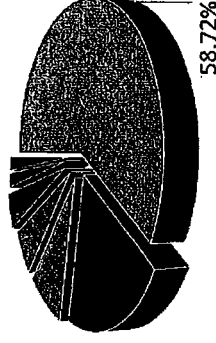
- Increase: \$1,385,381 over the current year's budget
- Increases based on
  - contractual union raises

**AND**

- savings from expected retirements/resignations

**AND**

- proposed new staff



# Salaries \$53,637,819

| Union             | Contractual Raise     | Step Movement | \$ increase per union |
|-------------------|-----------------------|---------------|-----------------------|
| Teachers          | 1.00% (top step only) | Yes           | \$ 1,474,698          |
| Administrators    | 1.00%                 | Yes           | \$ 86,194             |
| Paraprofessionals | 1.00%                 | Yes           | \$ 69,476             |
| Nurses            | 1.00%                 | Yes           | \$ 18,647             |
| AFSCME            | 2.00%                 | Yes           | \$ 104,683            |
| CWA               | 1.00%                 | Yes           | \$ 6,683              |



# Salaries \$53,637,819

Proposed New Staff

\$ 140,000

3 FTEs (Special

Education, Math,

Itinerant)

Expected certified retirements/resignations

(\$ 425,000)

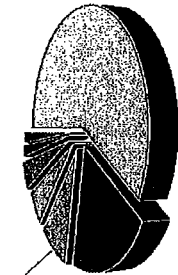
6 positions

Expected non-certified retirement/resignations

(\$ 90,000)

2 positions

# Tuition \$7,939,386



8.69%

| Moderate Increase   | Includes tuition for:  | Tuition range:   |
|---|--|--|
| <ul style="list-style-type: none"> <li>\$113,448 more than current year's budget</li> <li>8.69 % of budget</li> </ul> | <ul style="list-style-type: none"> <li>Outside SPED placements (90% tuition budget)</li> <li>Magnet programs</li> <li>Students placed by DCF in other districts</li> </ul> | <ul style="list-style-type: none"> <li>\$45,000-\$150,000 per student</li> <li>Additional costs: transportation, one-on-one para or nurse if required</li> </ul> |

Current SPED outplaced students:

|   |            |
|---|------------|
| 2016-17:                                | 117        |
| 2015-16:                                | 128        |
| 2014-15:                                | 109        |
| <b>Current SPED outplaced students:</b> | <b>114</b> |

# Special Education



- Special education costs represent 27% of the total operating budget and include costs in tuition, transportation and salary categories.
- As the total district enrollment continues to drop, our Special Education enrollment continues to rise. This can cause an increase to multiple areas of the budget (Tuition, Transportation, Salaries, Benefits and Instruction).

# Excess Cost Grant



- State reimbursement for special education costs for students who live in district and whose outplacement tuition exceeds 4.5 times the cost of a regular education student OR 100% of the cost if the state places a student in district that doesn't have a home district.
- Although this grant is still a line item in the City revenue accounts, the grant will be used to offset special education tuition costs.

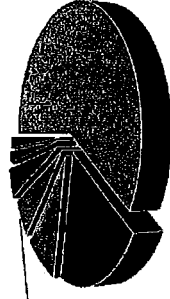
|          | FY2015      | FY2016      | FY2017      |
|----------|-------------|-------------|-------------|
| Budgeted | \$1,750,000 | \$2,100,000 | \$2,094,571 |
| Received | \$1,909,553 | \$2,168,148 | \$2,007,722 |

**Transportation \$5,006,321**

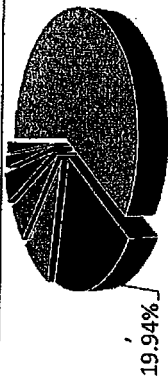


- No increase projected for fiscal year 2018-19 due to possible contract extension as voted on by the Board of Education

5.48%



# Health Benefits & Fixed Charges \$18,215,805



- Increase of \$163,634 over current year's budget
- Although December was a high month for claims, the new plan seems to be stabilizing cost at this point.
- Small increase to budget of 2.5% to offset unions still in the old plan.
- Still working with Lockton to get a true budget projection for FY18-19. Adjustment will be made if necessary.

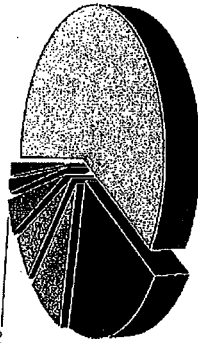
# Health Benefits & Fixed Charges \$18,215,805

- Based on historical data, the workmen's comp line item will be reduced by \$200,000 for fiscal year 2018-19

|          | FY 2015     | FY 2016     | FY2017      | FY2018      |
|----------|-------------|-------------|-------------|-------------|
| Budgeted | \$1,250,000 | \$1,250,000 | \$1,250,000 | \$1,250,000 |
| Expended | \$ 913,106  | \$ 961,783  | \$ 618,646  | \$ 262,196  |

# Operation of Plant \$3,847,829

4.21%



- Increase of \$ 58,648 over current year's budget
- Increase to Utilities to keep in line with rates and usage
- Second round of Alliance Construction Grant money to be spent over FY18 and FY19, will allow the schools to become even more efficient and will result in greater savings.

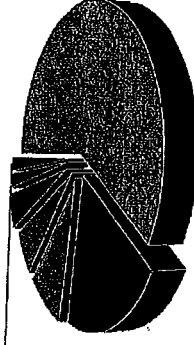


Purchased Services \$1,161,159



- No increase for fiscal year 2018-19

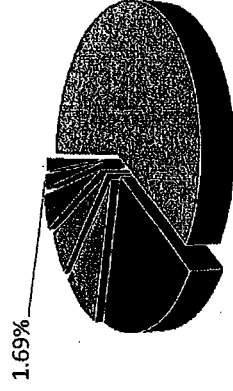
1.69%



**Instruction \$1,539,500**

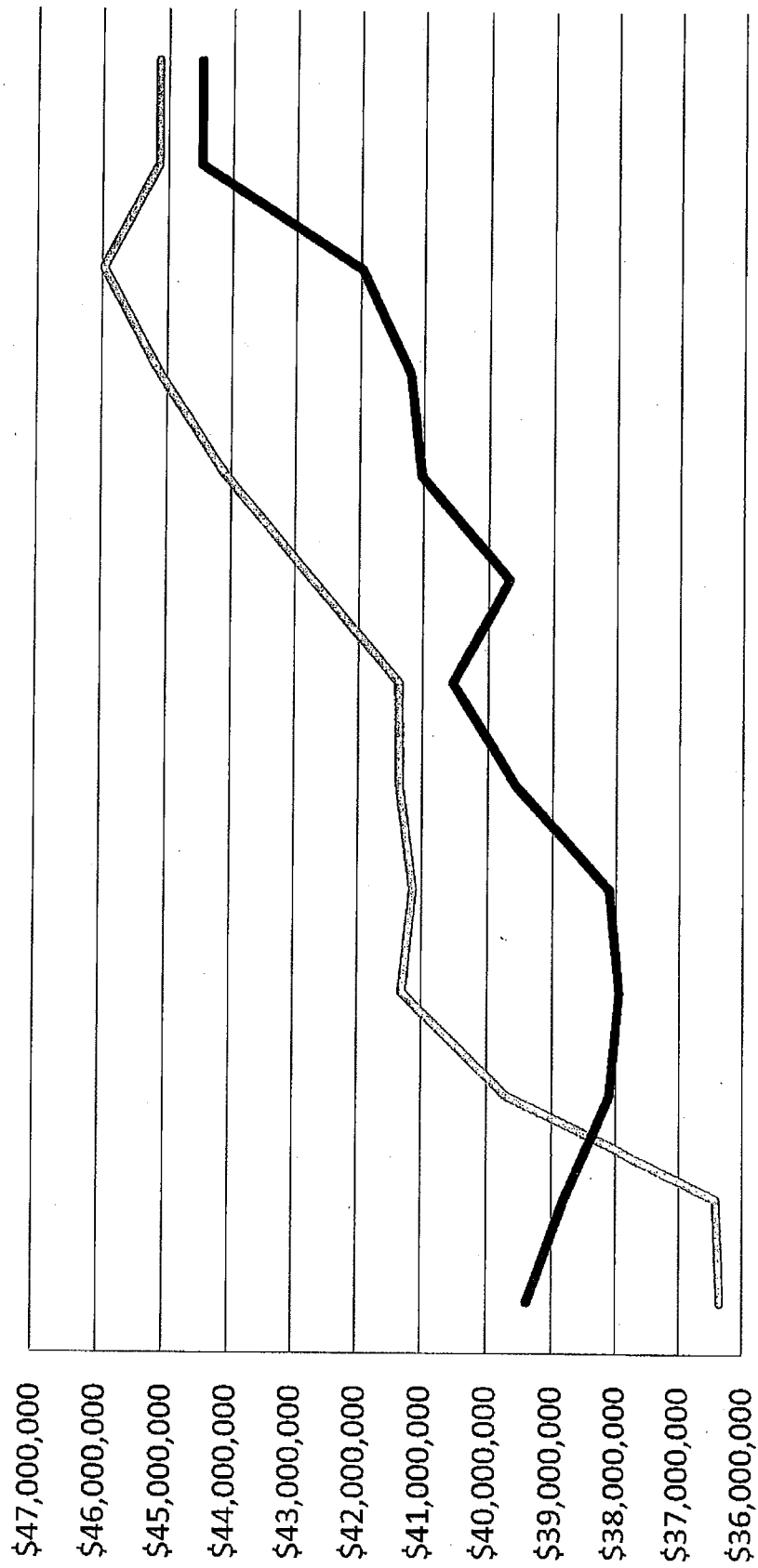


- No Increase for fiscal year 2018-19



# ECS Grant vs. Local Funding

| Fiscal Year | Education          |  | Local        |              | Total Education |  |
|-------------|--------------------|--|--------------|--------------|-----------------|--|
|             | Cost Sharing Grant |  | City Funding | Budget       |                 |  |
| 2005-2006   | \$36,345,125       |  | \$39,380,523 | \$75,725,648 |                 |  |
| 2006-2007   | \$36,414,837       |  | \$38,814,247 | \$75,229,084 |                 |  |
| 2007-2008   | \$39,712,018       |  | \$38,109,708 | \$77,821,726 |                 |  |
| 2008-2009   | \$41,319,451       |  | \$37,954,598 | \$79,274,049 |                 |  |
| 2009-2010   | \$41,152,364       |  | \$38,121,685 | \$79,274,049 |                 |  |
| 2010-2011   | \$41,363,467       |  | \$39,560,581 | \$80,924,048 |                 |  |
| 2011-2012   | \$41,380,822       |  | \$40,543,227 | \$81,924,049 |                 |  |
| 2012-2013   | \$42,743,506       |  | \$39,680,543 | \$82,424,049 |                 |  |
| 2013-2014   | \$44,094,593       |  | \$41,040,163 | \$85,134,756 |                 |  |
| 2014-2015   | \$45,135,396       |  | \$41,224,612 | \$86,359,981 |                 |  |
| 2015-2016   | \$45,972,103       |  | \$41,797,805 | \$87,769,908 |                 |  |
| 2016-2017   | \$45,140,487       |  | \$44,486,094 | \$89,626,581 |                 |  |
| 2017-2018   | \$45,140,487       |  | \$44,486,094 | \$89,626,581 |                 |  |



FY 06 FY 07 FY 08 FY 09 FY 10 FY 11 FY 12 FY 13 FY 14 FY 15 FY 16 FY 17 FY 18

— ECS — LOCAL Funds

West Haven Board of Education  
2018-19 Proposed Budget

|   | 2015-16<br>BUDGET  | 2016-17<br>ACTUAL  | 2016-17<br>BUDGET  | 2017-18<br>BUDGET  | 2017-18<br>YTD  | 2018-19<br>Proposed Budget   |
|---|--|--|--|--|---|--|
| <p><b>TUITION</b></p> <p><b>STUDENT TRANSFORTIATION</b></p> <p><b>SALARIES</b></p> <p><b>OPERATION OF PLANT</b></p> <p><b>BENEFITS &amp; FIXED CHARGES</b></p> <p><b>PURCHASED SERVICES</b></p> <p><b>INSTRUCTION</b></p> | <p>7,237,051</p> <p>5,006,321</p> <p>51,230,838</p> <p>3,903,779</p> <p>17,484,260</p> <p>1,398,159</p> <p>1,509,500</p> | <p>7,372,457</p> <p>5,405,033</p> <p>50,949,620</p> <p>3,617,798</p> <p>17,343,065</p> <p>1,469,450</p> <p>1,509,500</p> | <p>7,625,938</p> <p>5,006,321</p> <p>52,265,932</p> <p>3,721,339</p> <p>18,099,372</p> <p>1,398,159</p> <p>1,509,500</p> | <p>7,825,938</p> <p>5,006,321</p> <p>52,252,438</p> <p>3,789,181</p> <p>18,052,171</p> <p>1,161,159</p> <p>1,539,500</p> | <p>5,222,221</p> <p>2,911,469</p> <p>25,102,364</p> <p>1,770,985</p> <p>9,388,892</p> <p>560,072</p> <p>1,240,799</p> | <p>7,959,386</p> <p>5,006,321</p> <p>53,657,819</p> <p>3,847,829</p> <p>18,215,805</p> <p>1,161,159</p> <p>1,539,500</p> |
| <b>TOTAL:</b>   | 87,769,908   | 87,666,923   | 89,626,581   | 89,626,708   | 46,196,802  | 91,347,819   |

West Haven Board of Education  
 2018-19 Proposed Budget

|                 | 2015-16<br>BUDGET | 2016-17<br>ACTUAL | 2016-17<br>BUDGET | 2017-18<br>ACTUAL | 2017-18<br>BUDGET | 2017-18<br>ACTUAL | 2018-19<br>Proposed Budget |
|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------------|
| <b>TUITION:</b> |                   |                   |                   |                   |                   |                   |                            |
| ADJ TUITION     | 7,237,051         | 7,372,457         | 7,625,938         | 7,646,825         | 7,825,938         | 5,222,221         | 7,939,386                  |
|                 | 7,237,051         | 7,372,457         | 7,625,938         | 7,646,825         | 7,825,938         | 5,222,221         | 7,939,386                  |

West Haven Board of Education  
2018-19 Proposed Budget

|                                | 2015-16<br>BUDGET | 2015-16<br>ACTUAL | 2016-17<br>BUDGET | 2016-17<br>YTD | 2017-18<br>BUDGET | 2017-18<br>YTD | 2018-19<br>Proposed Budget |
|--------------------------------|-------------------|-------------------|-------------------|----------------|-------------------|----------------|----------------------------|
| <b>STUDENT TRANSPORTATION:</b> |                   |                   |                   |                |                   |                |                            |
| B04                            | 2,989,592         | 2,989,592         | 2,989,592         | 2,989,592      | 2,989,592         | 1,710,672      | 2,989,592                  |
| B06                            | 267,721           | 267,721           | 267,721           | 267,721        | 267,721           | 154,604        | 267,721                    |
| B08                            | 229,575           | 229,575           | 229,575           | 229,575        | 229,575           | 88,794         | 229,575                    |
| B10                            | 72,437            | 72,437            | 72,437            | 72,437         | 72,437            | 47,979         | 72,437                     |
| B12                            | 1,341,539         | 1,740,251         | 1,341,539         | 1,601,462      | 1,341,539         | 852,281        | 1,341,539                  |
| B16                            | 105,457           | 105,457           | 105,457           | 105,457        | 105,457           | 57,139         | 105,457                    |
|                                | 5,006,321         | 5,405,033         | 5,006,321         | 5,266,244      | 5,006,321         | 2,911,469      | 5,006,321                  |

West Haven Board of Education  
2018-19 Proposed Budget

|  | 2015-16 BUDGET | 2016-17 BUDGET | 2017-18 BUDGET | 2018-19 PROPOSED BUDGET |
|--|----------------|----------------|----------------|-------------------------|
| <b>SALARIES:</b>                           |                |                |                |                         |
| # of Employees                             |                |                |                |                         |
| C04 1 SALARY - SUPERINTENDENT              | 180,948        | 184,115        | 187,337        | 129,999                 |
| C06 1 SALARY - ASST. SUPERINTENDENTS       | 147,267        | 149,844        | 152,466        | 103,476                 |
| C07 12 SALARY - CLERICAL-CENTRAL OFFICE    | 600,371        | 581,947        | 541,604        | 480,626                 |
| C10 10 SALARY - PRINCIPALS                 | 1,302,244      | 1,280,604      | 1,061,083      | 560,805                 |
| C12 8 SALARY - ASST. PRINCIPALS            | 894,466        | 938,576        | 907,040        | 320,456                 |
| C14 11 SALARY - COORDINATORS/DIRECTORS     | 943,233        | 993,343        | 1,120,632      | 511,558                 |
| C16 366 SALARY - CLASSROOM TEACHERS        | 26,100,795     | 26,741,339     | 27,001,022     | 12,507,188              |
| C18 76 SALARY - SPECIAL EDUCATION TEACHERS | 5,535,349      | 5,811,521      | 5,888,294      | 2,865,551               |
| C20 SALARY - ADULT EDUCATION               | 150,000        | 150,000        | 150,000        | 55,956                  |
| C22 SALARY - HOMEROOM                      | 125,000        | 125,000        | 125,000        | 31,635                  |
| C24 48 SALARY - SPECIAL-AREA TEACHERS      | 3,269,020      | 3,443,439      | 3,497,489      | 1,798,229               |
| C26 22 SALARY - PUPIL SERVICES             | 1,585,002      | 1,653,351      | 1,616,661      | 802,872                 |
| C28 17 SALARY - CLERICAL-SECONDARY SCHOOLS | 788,027        | 763,027        | 718,670        | 393,618                 |
| C30 7 SALARY - CLERICAL-ELEM. SCHOOLS      | 265,681        | 290,681        | 290,681        | 138,180                 |
| C32 SALARY - SUBSTITUTE CLERKS             | 30,000         | 30,000         | 30,000         | 7,683                   |
| C34 SALARY - LUNCH AIDES                   | 300,000        | 300,000        | 300,000        | 168,141                 |
| C36 135 SALARY - TEACHER AIDES             | 3,283,363      | 3,033,363      | 2,973,363      | 1,498,877               |
| C38 SALARY - PARA SUBS-INSTRUCTIONAL AIDES | 105,000        | 105,000        | 105,000        | 65,000                  |
| C40 2 SALARY - DETACHED WORKER             | 98,261         | 98,261         | 98,261         | 49,945                  |
| C42 SALARY - SUBSTITUTE TEACHERS/INTERNS   | 656,576        | 672,990        | 689,815        | 294,217                 |
| C44 SALARY - SEVERANCE PAY                 | 300,000        | 300,000        | 300,000        | 26,287                  |
| C46 16 SALARY - SCHOOL NURSES - PUBLIC     | 903,970        | 924,877        | 924,877        | 455,860                 |
| C48 4 SALARY - SCHOOL NURSES - NON-PUBLIC  | 131,639        | 136,639        | 136,639        | 65,278                  |
| C50 SALARY - SCHOOL PHYSICIAN              | 50,000         | 50,000         | 50,000         | -                       |
| C54 SALARY - BUS AIDES                     | 25,000         | 25,000         | 25,000         | -                       |
| C58 39 SALARY - CUSTODIANS                 | 1,985,336      | 1,985,336      | 1,937,336      | 1,146,721               |
| C60 SALARY - SUBSTITUTE CUSTODIANS         | 105,000        | 105,000        | 105,000        | 2,981                   |
| C62 SALARY - OVERTIME : CUSTODIANS         | 79,439         | 79,638         | 79,638         | -                       |
| C64 14 SALARY - MAINTENANCE                | 880,876        | 880,876        | 882,336        | 555,312                 |
| C66 SALARY - OVERTIME : MAINTENANCE        | 56,557         | 60,799         | 60,799         | 60,799                  |
| C68 SALARY - STUDENT ACTIVITY ADVISORS     | 140,889        | 154,978        | 154,978        | 60,338                  |
| C70 SALARY - ATHLETIC COACHES              | 195,529        | 200,417        | 200,417        | 5,595                   |
| C72 SALARY - COMMUNITY SERVICE: CUSTODIAL  | 16,000         | 16,000         | 16,000         | -                       |
|  | 51,230,838     | 52,265,952     | 52,252,438     | 25,102,364              |
|  |                |                |                | 53,637,819              |



West Haven Board of Education  
2018-19 Proposed Budget

|                            | 2015-16   | 2016-17   | 2017-18   | 2018-19         |
|----------------------------|-----------|-----------|-----------|-----------------|
|                            | BUDGET    | BUDGET    | BUDGET    | Proposed Budget |
| <b>OPERATION OF PLANT:</b> |           |           |           |                 |
| D02                        | 20,000    | 0         | 20,000    |                 |
| D04                        | 934,600   | 934,600   | 981,330   |                 |
| D06                        | 1,000     | 0         | 1,000     |                 |
| D08                        | 95,797    | 95,797    | 98,431    | 98,431          |
| D10                        | 335,713   | 335,713   | 344,945   | 338,598         |
| D12                        | 209,170   | 209,170   | 214,922   | 210,955         |
| D14                        | 154,438   | 154,438   | 158,685   | 158,685         |
| D16                        | 880,431   | 615,450   | 629,395   | 605,192         |
| D18                        | 45,000    | 45,000    | 45,000    | 45,000          |
| D20                        | 575,000   | 575,000   | 575,000   | 575,000         |
| D22                        | 14,050    | 14,050    | 14,050    | 14,050          |
| D24                        | 388,740   | 388,740   | 388,740   | 388,740         |
| D26                        | 34,090    | 34,090    | 34,090    | 34,090          |
| D28                        | 33,250    | 33,250    | 33,250    | 33,250          |
| D30                        | 50,000    | 50,000    | 50,000    | 50,000          |
| D32                        | 32,500    | 32,500    | 32,500    | 32,500          |
| D34                        | 100,000   | 100,000   | 100,000   | 100,000         |
|                            | 3,903,779 | 3,617,798 | 3,721,339 | 3,645,066       |
|                            |           |           | 3,789,181 | 1,770,985       |
|                            |           |           |           | 3,847,829       |

West Haven Board of Education  
2018-19 Proposed Budget

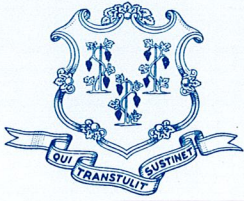
|  | 2015-16<br>BUDGET | 2016-17<br>ACTUAL | 2017-18<br>BUDGET | 2018-19<br>BUDGET | 2018-19<br>PROPOSED BUDGET |
|--|-------------------|-------------------|-------------------|-------------------|----------------------------|
| <b>BENEFITS &amp; FIXED CHARGES</b>    |                   |                   |                   |                   |                            |
| E02 CENTRAL OFFICE - TRAVEL            | 800               | 800               | 800               | 800               | 800                        |
| E04 CENTRAL OFFICE - DUES & CONF.      | 7,000             | 7,000             | 7,000             | 7,000             | 7,000                      |
| E06 TRAVEL, CONY. & DUES: TCERS/ADMIN. | 50,000            | 43,029            | 50,000            | 50,000            | 50,000                     |
| E08 PROFESSIONAL CERTIFICATION REIMB.  | 46,500            | 15,300            | 46,500            | 46,500            | 46,500                     |
| E10 TRAVEL - MAINTENANCE               | 19,400            | 0                 | 19,400            | 19,400            | 19,400                     |
| E12 PROPERTY & LIABILITY INSURANCE     | 525,000           | 457,324           | 525,000           | 525,000           | 525,000                    |
| E14 HEALTH INSURANCE: CERTIFIED        | 8,815,186         | 8,717,195         | 9,235,945         | 9,235,945         | 9,487,344                  |
| E16 LIFE INSURANCE: CERTIFIED          | 142,913           | 164,308           | 142,913           | 142,913           | 142,913                    |
| E18 SOCIAL SECURITY                    | 735,335           | 758,574           | 746,365           | 757,561           | 764,786                    |
| E20 RETIREMENT CONTRIBUTIONS           | 473,250           | 415,677           | 473,250           | 473,250           | 477,407                    |
| E22 MEDICARE ONLY - TAXES              | 792,456           | 792,546           | 832,079           | 873,683           | 881,908                    |
| E24 UNEMPLOYMENT COMPENSATION          | 100,000           | 32,450            | 100,000           | 100,000           | 100,000                    |
| E26 HEALTH INSURANCE: NON-CERT.        | 4,492,800         | 4,940,934         | 4,605,120         | 4,505,120         | 4,617,748                  |
| E28 LIFE INSURANCE: NON-CERT.          | 33,620            | 36,145            | 45,000            | 45,000            | 45,000                     |
| E30 WORKER'S COMPENSATION              | 1,250,000         | 961,783           | 1,250,000         | 1,250,000         | 1,050,000                  |
|  | 17,484,240        | 17,343,065        | 18,099,372        | 18,092,171        | 18,215,805                 |
|  |                   |                   | 16,562,558        | 9,388,892         |                            |

West Haven Board of Education  
2018-19 Proposed Budget

|                                       | 2015-16<br>BUDGET | 2016-17<br>BUDGET | 2017-18<br>BUDGET | 2018-19<br>Proposed Budget |
|---------------------------------------|-------------------|-------------------|-------------------|----------------------------|
| <b>PURCHASED SERVICES:</b>            |                   |                   |                   |                            |
| F01 FOOD SERVICE                      | 0                 | 0                 | -                 | -                          |
| F02 POSTAGE                           | 90,000            | 48,801            | 90,000            | 60,000                     |
| F04 PRINTING AND PUBLISHING           | 35,000            | 3,290             | 35,000            | 35,000                     |
| F06 PHOTOCOPY SERVICES                | 296,809           | 296,800           | 296,809           | 269,809                    |
| F08 BOARD OF ED. - MISC. EXPENSES     | 1,350             | 7,731             | 1,350             | 1,350                      |
| F10 DATA PROCESSING SERVICES          | 78,500            | 78,500            | 78,500            | 78,500                     |
| F12 CONSULTANT SERVICES               | 440,000           | 440,000           | 440,000           | 260,000                    |
| F14 SERVICE CONTRACTS                 | 265,000           | 265,000           | 265,000           | 265,000                    |
| F18 BOARD OF ED. - OFFICE SUPPLIES    | 1,800             | 1,156             | 1,800             | 1,800                      |
| F20 CENTRAL OFFICE - SUPPLIES         | 22,500            | 22,893            | 22,500            | 22,500                     |
| F22 POLICE AND FIRE                   | 3,500             | 92                | 3,500             | 3,500                      |
| F26 BOARD OF ED. - DUES & CONFERENCES | 75,000            | 298,345           | 75,000            | 75,000                     |
| F28 SUBSCRIPTIONS                     | 25,200            | 5,903             | 25,200            | 25,200                     |
| F30 EDWARD BENNETT RINK               | 3,500             | 939               | 3,500             | 3,500                      |
| F32 FRANK FITZGERALD SPORTS COMPLEX   | 0                 | 0                 | 0                 | 0                          |
| F34                                   | 60,000            | 0                 | 60,000            | 60,000                     |
|                                       | 1,398,159         | 1,469,430         | 1,398,159         | 1,161,159                  |
|                                       |                   |                   |                   | 560,072                    |

West Haven Board of Education  
2018-19 Proposed Budget

|   | 2015-16   | 2016-17   | 2016-17   | 2017-18   | 2018-19   | 2018-19   |                 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------------|
|   | BUDGET    | BUDGET    | ACTUAL    | BUDGET    | BUDGET    | BUDGET    | Proposed Budget |
| <b>INSTRUCTION:</b>                     |           |           |           |           |           |           |                 |
| G02 SUB FINDER/ANSWERING SERVICE        | 10,850    | 10,850    | 10,850    | 10,850    | 10,850    | 10,850    | 10,850          |
| G04 REPAIR TO EQUIPMENT: INSTRUCTION    | 25,000    | 25,000    | 25,000    | 25,000    | 25,000    | 25,000    | 25,000          |
| G06 MISCELLANEOUS EXPENSES              | 20,000    | 20,000    | 20,000    | 20,000    | 20,000    | 20,000    | 20,000          |
| G08 ELEMENTARY READING DEVELOPMENT      | 12,000    | 12,000    | 12,000    | 12,000    | 12,000    | 12,000    | 12,000          |
| G10 TEACHING SUPPLIES                   | 314,400   | 314,400   | 314,400   | 314,400   | 314,400   | 314,400   | 314,400         |
| G12 TEXTBOOKS                           | 225,000   | 225,000   | 225,000   | 225,000   | 225,000   | 225,000   | 225,000         |
| G14 PERIODICALS                         | 13,500    | 13,500    | 13,500    | 13,500    | 13,500    | 13,500    | 13,500          |
| G16 EDUCATIONAL MEDIA SUPPLIES          | 120,000   | 120,000   | 120,000   | 120,000   | 120,000   | 120,000   | 120,000         |
| G18 STANDARDIZED TESTING PROGRAM        | 54,750    | 54,750    | 54,750    | 54,750    | 54,750    | 54,750    | 54,750          |
| G20 CURRICULUM DEVELOPMENT & STAFF DEV. | 75,000    | 75,000    | 75,000    | 75,000    | 75,000    | 75,000    | 75,000          |
| G22 LIBRARY BOOKS                       | 67,500    | 67,500    | 67,500    | 67,500    | 67,500    | 67,500    | 67,500          |
| G24 OTHER LIBRARY EXPENSE               | 5,000     | 5,000     | 5,000     | 5,000     | 5,000     | 5,000     | 5,000           |
| G26 EQUIPMENT: NON-INSTRUCTIONAL        | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000          |
| G28 EQUIPMENT: INSTRUCTIONAL            | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000    | 50,000          |
| G29 TECHNOLOGY                          | 320,000   | 320,000   | 320,000   | 320,000   | 320,000   | 320,000   | 320,000         |
| G30 PSYCHIATRIC SERVICES                | 0         | 0         | 0         | 0         | 0         | 0         | 0               |
| G32 MEDICAL SERVICES: SUPPLIES          | 11,500    | 11,500    | 11,500    | 11,500    | 11,500    | 11,500    | 11,500          |
| G34 MEDICAL SERVICES: MISC. EXPENSE     | 25,000    | 25,000    | 25,000    | 25,000    | 25,000    | 25,000    | 25,000          |
| G36 EQUIPMENT: MEDICAL SERVICES         | 10,000    | 10,000    | 10,000    | 10,000    | 10,000    | 10,000    | 10,000          |
| G38 EQUIPMENT AND SUPPLIES: ACTIVITIES  | 100,000   | 100,000   | 100,000   | 100,000   | 100,000   | 100,000   | 100,000         |
|   | 1,509,500 | 1,509,500 | 1,509,500 | 1,509,500 | 1,509,500 | 1,539,500 | 1,539,500       |

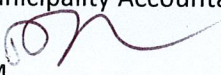


# STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT

## MUNICIPAL ACCOUNTABILITY REVIEW BOARD

### MEMORANDUM

TO: Members of the Municipality Accountability Review Board (MARB)

FROM: Robert Dakers, OPM 

SUBJECT: Proposed West Haven School Bus Contract; Contract Listing

DATE: February 5, 2018

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As you know, Mayor Rossi of West Haven has forwarded to the MARB the proposed school bus contract for the five year period commencing with the 2018-19 academic year. For a Tier III municipality like West Haven, the MARB can review and may comment on contracts over \$50,000, but its actual approval is not required.

Enclosed is information regarding the proposed terms of the contract, the previous contract, the City's bid waiver form, some correspondence and some cost comparisons between West Haven's bus contract and other municipalities. Board Member Glassman has asked for additional information regarding these comparisons. In addition, I have asked the City for additional information regarding the bidding history related to this service and for projected annual costs for the past five years and the next five years. While not necessarily in the scope of the MARB's work, I have asked how the age of the bus fleet compares to industry standards and if contractor has been the subject of any safety violations.

In addition to the bus contract, I've attached the listing of contracts over \$50,000 submitted by the City. We are working with both West Haven and Hartford on the list of contracts as required by the MARB's policies and procedures.

We will share any additional information we receive in this regard and please let me know if you have any questions in this regard.

#### Attachments

Cc: Mayor Nancy Rossi, City of West Haven  
Neil Cavallaro, Superintendent of Schools  
Kevin McNabola, Director of Finance, City of West Haven

City of West Haven Contracts

Not less than 30 days prior to contract execution, the City should submit to the MARB a list of: 1) new contracts over \$50,000 ; 2) amendments over \$50,00 to extend and/or add money; 3) Renewals over \$50,000 and 4) amendments bringing the total contract amount over \$50,000. (Note: An electronic version of contracts over \$250,000 shall be submitted to the MARB)

| Contractor                | Municipal Department or Agency | Contract Type | Total amount of new contract or amendment or renewal | Prior Contract amount if the request is an amendment or renewal | Total for New, amended or renewed contract | Dates of the new contract term and dates of the existing contract if amendment or renewal | Funding Source (General, Federal, Bond, etc.) | Name/Title of Business Owner | Original Sourcing | Description                              |
|---------------------------|--------------------------------|---------------|--|---|--|---|---|------------------------------|-------------------|--|
| Greater New Haven Transit | Elderly Services               | 3 Year        | \$   | \$ 478,007  | \$ 478,007                                 | Sunday, July 01, 2018   | August 2018                                   | N/A                          |                   | Senior Center and Medical Transportation |
| Dattco Bus                | Services                       | 3 Year        | \$   | \$ 216,000  | \$ 216,000                                 | December 2017   | General Fund                                  | N/A                          |                   | Residents                                |
| Affordable Waste          | Public Works                   | 3 Year        | \$   | \$ 3,509,000  | \$ 3,509,000                               | August 2018   | General Fund                                  | Ralph Decaprio               |                   | Municipal Solid Waste                    |
| All American Waste        | Public Works                   | 3 Year        | \$   | \$ 684,569  | \$ 684,569                                 | August 2018   | General Fund                                  | Frank Antonacci              |                   | Recycling                                |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |
|                           |                                |               |  | \$  | \$   |   |   |                              |                   |  |

xx/xx/xx to yy/yy/yy;  
ww/ww/ww to zz/zz/zz

New  
Amendment to add time and/or money  
Renewal

Bid  
Sole Source

## Dakers, Robert

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**From:** Nancy R. Rossi <nrossi@westhaven-ct.gov>  
**Sent:** Friday, February 02, 2018 10:26 AM  
**To:** Dakers, Robert  
**Cc:** Kevin McNabola; Neil Cavallaro, BOE; Nancy R. Rossi  
**Subject:** Winkle Bus Contract and Bid Waiver  
**Attachments:** DOC020218.pdf

Good Morning,

Attached please find information regarding a Bid Waiver for the Winkle Bus Contract, also there is a comparison between the cost of the Winkle contract versus other bus contracts from towns/cities around West Haven. There was a unanimous vote of the Board of Education on two different dates, the first bid waiver was never placed on the City Council agenda, which was the decision of the Chair of the City Council. Another vote was taken by the Board of Education, also unanimous and now we are forwarding it to you for your comments and also for MARB approval prior to sending it on to the City Council for their approval.

My understanding is the MARB wants all contracts of this size to go out for competitive bidding, normally I would agree, but in this case I feel a bid waiver granted to Winkle would save the City of West Haven money. As a former Councilwoman for 10 years, there were only a handful of times I supported a bid waiver, and only if it was in the best interest of West Haven. Our Purchasing Ordinance allows for a bid waiver, so long as it is in the best interest of West Haven. Bid waivers should only be used as an exception to the Purchasing Ordinance and only when it would benefit West Haven.

The Board of Education has done their due diligence by providing comparisons of other transportation contracts in our area. Winkle has given superior service, not only by keeping their costs down but also by supporting our City in many different ways, providing buses without additional costs, attending and contributing to many of our fundraising activities, and always putting the safety of our children first.

In addition, Winkle has also waited for payments from the City, on average of 90 days, without charging any interest or late fees.

Please let me know if there is anything else you need with respect to this topic. The City is hopeful the MARB will be able to give us an answer when we attend the meeting next week.

Thank you again for any consideration.

Nancy Rossi



# WEST HAVEN DEPARTMENT OF EDUCATION

*"Schools Committed to Excellence"*

Administrative Offices: 355 Main Street

Mailing address: P.O. Box 26010

West Haven, CT 06516

Telephone: (203) 937-4310

Fax: (203) 937-4315

NEIL C. CAVALLARO

*Superintendent of Schools*

January 17, 2018

Nancy Rossi, Mayor  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Dear Mayor Rossi,

As you know, last night the Board of Education voted to request that the bid process be waived, and that the City of West Haven extend its agreement with The Winkle Bus Company. The Board understands that in order for the City to formally enter into a contract with Winkle, the Municipal Advisory Review Board (MARB) and the City Council must ratify it.

You heard last night testimony from the district's entire administrative team as well as from several members of the Board of Education about the quality of service that Winkle provides to the West Haven School District as well as the countless ways they give back to and support our community.

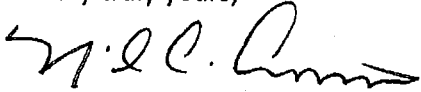
It is my hope that with your endorsement, as well as the information I am forwarding to you, that the MARB and the City Council will support our request to waive the bid and approve the agreement.

I am available to attend any meeting of either agency to advocate for and to discuss the offer, and look forward to hearing from you regarding the next steps.

Thank you for anticipated assistance.



Very truly yours,



Neil C. Cavallaro

Superintendent of Schools

Cc: Board of Education Members  
Dr. Anne Druzolowski, Assistant Superintendent of Schools  
Matthew Cavallaro, Business Manager  
Kevin McNabola, Finance Director  
Corporation Counsel  
Ron Quagliani, Chairman, West Haven City Council

ATTACHEMENTS

City of West Haven  
Department Waiver of Bid  
Explanation Form

Department Education

Department Contact Neil Cavallaro

Phone (203) 937-4310

Name and address of Contractor Winkle Bus Company, 10  
Industry Dr., West Haven, CT 06516

Criteria for Waiver of Bid: Please check one.

- The cost of the city selection procedure would outweigh the benefits of such a procedure.
- Contractor has special capability or experience
- Other

Reason for Waiver

Reason must include the following:

1. Explanation of circumstances surrounding waiver.
2. Current price(s) paid for services or goods.
3. Price(s) expecting to pay for services or goods and the duration of the agreement if bid is waived.
4. Estimate of Prices(s) expecting to pay for services or goods and duration of agreement if bid is not waived.
5. Line item account this good or service is expended from.
6. Has the Department Request for the above line item been cut during the budget approval process?
7. Is the Waiver of Bid being prepared as part of an overall plan to address cuts in item 6?

Please see the attached  
responses

## List of Exhibits

1. See the attached letters for an explanation of the request:
  - 1A Letter dated January 8, 2018 to Board of Education Chairwoman Rosemary Russo
  - 1B Letter dated July 18, 2017 to former City Council Chairman James O'Brien
  - 1C Letter dated April 4, 2017 to former City Council Chairman James O'Brien
  - 1D Letter dated March 28, 2017 to former Board of Education Chairman James Morrissey
  - 1E Copy of Minutes from the April 3, 2017 Board of Education meeting
  - 1F Copy of Minutes from the January 16, 2018 Board of Education meeting
2. Copy of current contract attached.
3. Letter dated April 11, 2016 from Winkle Bus Company offering a voluntary freeze for the 2016-2017 school year.
4. See letter dated January 8, 2018 from Christopher Winkle, President and Craig Winkle, Vice-President of the Winkle Bus Company.
5. See listings from the Connecticut Association of School Business Officials (CASBO).
6. See the attached Account Descriptions and Line Items with current budgeted amounts.
7. The department request has not been cut, however, The Board of Education was forced to pay an increase during the current fiscal year because of the City Council's failure to take up the last request for a waiver. That offer is attached (7).
8. By granting this waiver, The Board of Education will not see an increase in three of the five years of the proposal. This will allow us to budget accordingly and utilize the savings for instruction.



# WEST HAVEN DEPARTMENT OF EDUCATION

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Fax: (203) 937-4315

NEIL C. CAVALLARO  
*Superintendent of Schools*

January 8, 2018

Rosemary Russo, Chairwoman  
West Haven Board of Education  
355 Main Street  
West Haven, CT 06516

Dear Chairwoman Russo,

Per the Board's discussion at its last regular meeting on Tuesday, January 2, 2018, I am forwarding to you a revised offer from the Winkle Bus Company. As you know, last April the Board voted to request from the City Council that it waive the bidding process in order to take advantage of that proposal.

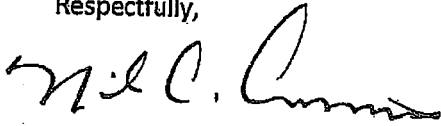
At the time, Winkle Bus Company offered to forgo its contractual increase for the current school year in return for an extension of its contract with the City of West Haven. However, since the Council chose to take no action the raise went into effect, and the Board lost an opportunity to save approximately \$100,000.00. You will see in their latest offer that Winkle is willing to freeze the current cost for the next two school years, and then take a minimal increase in years three and four if the proposal is approved. In year five, there would be no increase.

As I and several of the district's administrators pointed out last spring, Winkle provides West Haven with outstanding service, and is one of its most generous vendors when it comes to giving back to the community. As I encouraged the Board in April of 2017, I urge you now to endorse this proposal and ask the Council to waive the process.

If you or any Board member has questions relative to the proposal, please do not hesitate to contact me prior to the meeting.

Thank you for your consideration of this matter.

Respectfully,



Neil C. Cavallaro  
Superintendent of Schools

Cc: Board of Education Members  
Mayor Nancy Rossi  
Dr. Anne Druzolowski, Assistant Superintendent  
Matthew Cavallaro, Business Manager  
Kevin McNabola, Finance Director  
Corporation Counsel  
Ron Quagliani, Chairman, West Haven City Council

ATTACHMENT

**WINKLE BUS COMPANY of WEST HAVEN, INC.**

10 Industry Drive  
West Haven, CT 06516  
(203) 934-2943

January 8, 2018

Mr. Neil Cavallaro, Superintendent of Schools  
City of West Haven  
Board of Education  
25 Ogden Street  
West Haven, CT 06516

**Re: Agreement between West Haven Board of Education and Winkle Bus Company of West Haven, Inc.**

Dear Mr. Cavallaro:

We are writing to you regarding the continuation of the Winkle Bus Company of West Haven, Inc., ("Winkle") and City of West Haven contract for school bus transportation services.

We believe our quality of service, safety consciousness, local ownership, in-town bus garage, repair and fuel storage facilities and our consistent track record all recommend continuance of our agreement.

We recognize that the Board is under financial constraints due to the current economic and budgetary conditions and the requirements imposed by State and Federal law that are not appropriately funded by those entities.

We propose the extension of our existing agreement under the same terms and conditions, based on the following:

1. Current agreement, the initial term of which expires at the end of the academic year in 2018, to be extended for an additional five (5) years.

2. The cost per vehicle, per day, will be modified by the following percentages over the extension period:

|                             |             |
|-----------------------------|-------------|
| a. 2018-2019 academic year: | no increase |
| b. 2019-2020 academic year: | no increase |
| c. 2020-2021 academic year: | 2%          |
| d. 2021-2022 academic year: | 2%          |
| e. 2022-2023 academic year: | no increase |

3. We will add nine new school buses to the fleet during the contract extension.

4. Routes and schedules are to remain essentially the same.

5. During the extension period we are pleased to offer the following enhancements at no additional cost or expense:

(a) Winkle will continue to bear the full cost of all fuel purchased to provide transportation services, notwithstanding the significant price increases and fluctuations we have experienced over the past several years. Costs over \$2.00 per gallon shall be the responsibility of the Board of Education.

(b) Field trips: Winkle will continue to provide mid-day, in-town activity/field trips at no cost to the Board during school days.

(c) Bus routing: Winkle will continue to provide computerized routing of school bus routes with a system accessible to the Board offices all at no charge to the Board.

(d) Transportation coordinator: Winkle will continue to provide an employee to serve as bus coordinator and working in the Board Offices, on a full-time basis during the first 2-4 weeks of each school year and part-time thereafter.

(e) Special Needs Student Transportation: Winkle will combine routes whenever possible to save on Board costs and expenses in any way practicable.

5. All other terms of the contract remain in force and effect or as may be mutually agreed between the parties. Any changes to Exhibit A (Specifications) must be at the mutual consent of the parties.

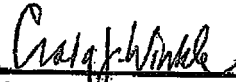
It is our goal to provide the best possible, cost-effective transportation service. We appreciate the trust you have shown in us over the past years. We welcome the opportunity to continue to help the City through its current fiscal difficulties. We look forward to sitting down with you and finalizing a proposal to accomplish this.

Sincerely,



---

**Chris F. Winkle, III**  
**President**



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**Craig J. Winkle**  
**Vice President**



## WEST HAVEN TRANSPORTATION SERVICES CONTRACT

This Agreement, made this <sup>Aug.</sup> 22 day of ~~July~~, 2013 by and between the City of West Haven, (the "City") and Winkle Bus Company of West Haven, Inc., (the "Contractor"). The Contractor shall provide all labor, materials and equipment necessary or reasonably required to complete the work shown on Exhibit A attached hereto and made a part hereof (the "Project"). The Project shall be administered on behalf of the City by David Cappetta, (the "Director"). The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

The City will pay to the Contractor upon the satisfactory completion of the Project and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, per bus per day as shown on attached Exhibit B. The Contractor's payment shall become due and payable when the Work has been completed and accepted by the City; the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Project; and the Contractor executes and delivers a general release running to and in favor of the City.

The Contractor shall commence the work required by this Agreement immediately upon its receipt of a fully executed copy of this Agreement from the City. The Contractor shall complete the Work by no later than June 30, 2018. Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of the Project is necessary if the City is to avoid damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, if the Contractor fails to complete the Work within the time specified above, then the sum of One hundred Dollars (\$100.00) per calendar day shall be deducted from any monies due or that otherwise may become due the Contractor. This sum shall not be imposed as a penalty but as liquidated damages due the City because of the damages, inconveniences and additional costs resulting from the Contractor's delay in completing the work.

The City reserves the right – without invalidating this Agreement – to make changes to the work required herein that may involve additions, deletions and/or modifications to the scope of work described in Exhibit A. Upon receipt of a proposed addition, deletion and/or modification, the Contractor shall notify the City of its proposed increase or deduction in the Contract Amount requested as a result thereof. If the City accepts the Contractor's proposal, the Director shall issue a written change order incorporating the proposed addition, deletion and/or modification into this Agreement.

If the City and the Contractor are unable to agree upon the value of the work to be changed, added or omitted, the Contractor shall proceed with the work promptly under a written order of the City from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be determined by the Director. The Director's decision pertaining to the value of the work shall be final and binding upon the parties hereto.

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

In the employment of mechanics, laborers and workmen for the Work on the Project, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly. Prior to the commencement of performance of the Work on the Project, the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work on the Project. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment. The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the project site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting

documents, to the City. In order to monitor compliance with the apprenticeship programs, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly. An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

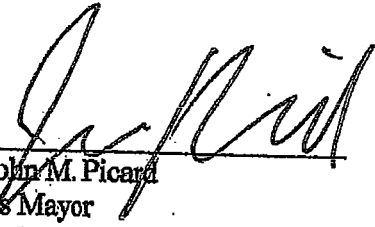
If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with the requirements for local worker preference, nondiscrimination and/or apprenticeship, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

**IN WITNESS WHEREOF**, the City and the Contractor have duly executed this agreement on the day and year first above written.

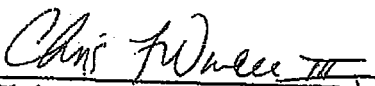
Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WEST HAVEN**

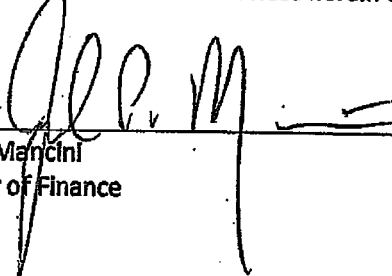
By:   
John M. Picard  
Its Mayor  
Duly Authorized

**WINKLE BUS COMPANY OF WEST HAVEN, INC.**

By:   
Chris F. Winkle III (TW)  
Its President  
Duly Authorized

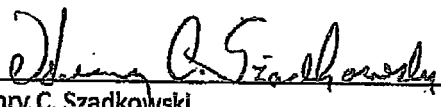
(Affix corporate seal of Contractor if a corporation)

Funds are available for the services herein contained against Account No. \_\_\_\_\_

  
\_\_\_\_\_  
Joseph Mancini  
Director of Finance

8-2-13  
Date

This contract is approved as to correctness of form.

  
\_\_\_\_\_  
Henry C. Szadkowski  
Assistant Corporation Counsel

7-23-13  
Date

## Exhibit A

### PERFORMANCE BOND

Surety will be arranged at the discretion of the Comptroller in the form of cash bond and/or Letter of Credit - 3% of total yearly amount.

Checks shall be drawn to the order of the Comptroller of the City of West Haven.

The contractor shall give security to the satisfaction of the BOARD. The performance Bond must be executed by a company authorized to do business in the State of Connecticut.

### LIABILITY INSURANCE, COMPENSATION INSURANCE AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out Worker's Compensation insurance and agree to save the BOARD harmless from any and all liability and expense that may arise in consequence of any injury to any employee of said Contractor or to any employee of any of his sub-contractors, under the provisions of "An Act Concerning Compensations to Workmen Injured in the Course of their Employment" and all amendments thereto.

The Contractor shall take out Comprehensive General Bodily Injury Insurance for not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate and \$10,000,000 umbrella, and Comprehensive General Property Damage Insurance for not less than \$500,000 each accident, conditioned to indemnify and save harmless the City of West Haven from all suits or actions brought against it for or on account of any injuries received or property damages sustained by any party by or from the Contractor or the servants or agencies of the Contractor or in the performance of the obligations of the Contractor under this contract: or by or in consequence of the failure to provide the service required. The Contractor agrees that so much of the money due under and by virtue of this contract as shall be considered necessary by the Purchasing Agent may be retained by the BOARD until all suits or claims for damages aforesaid shall be settled and evidence to that effect furnished to the satisfaction of the West Haven Board of Education and the CITY.

Any compliance with insurance requirements shall be deemed to mean that the insurer is a company admitted to do business in the State of Connecticut.

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE WEST HAVEN BOARD OF EDUCATION AND THE CITY CERTIFICATES OF INSURANCE OR OTHER SATISFACTORY EVIDENCE THAT IT HAS COMPLIED WITH THE ABOVE PROVISIONS IN REFERENCE TO INSURANCE (ALSO, THE CITY OF WEST HAVEN AND THE WEST HAVEN BOARD OF EDUCATION SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE).

Under no circumstances shall the contractor begin work under the specifications until the contract for same shall have been signed by all parties, the required bond furnished and approved and the required certificates of insurance filed with and approved by the West Haven Board of Education and CITY, and the contractor duly instructed in writing to proceed with the work. The penalty for commencement of the work before the provisions referred to in this paragraph are fulfilled shall be the cancellation of the contract. (Also, the City of West Haven and the West Haven Board of Education shall be named as an additional insured on all certificates of insurance.)

The Contractor shall notify the West Haven Board of Education as soon as possible of the occurrence thereof, of any accident or damage in the performance of the school bus service. The Contractor shall further notify the West Haven Board of Education in writing within 24 hours in the form of a detailed report, of all accidents in the performance of the school bus service, these reports should be similar to accident reports required by the State of Connecticut Motor Vehicle Department.

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The supplier, vendor, contractor and/or bidder agrees:

- a. It will not discriminate against any employee or applicant for such employment because of race, creed, color national origin, or ancestry. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, national origin, or ancestry, or any other basis prohibited by law.
- c. The supplier, vendor, contractor, and/or bidder agree to cooperate fully with the City of West Haven, and/or any of its agencies to insure that the purpose of this equal opportunity clause are being carried out.
- d. The supplier, vendor, contractor and/or bidder agree to post a copy of the appropriate State and Federal non-discriminatory provisions.

### **APPLICABLE STATE STATUTES**

In the event that the applicable State Statues, which require the BOARD to provide school bus service, are amended, modified, rescinded, reserved or declared unconstitutional by the Courts so that the BOARD is no longer required and/or permitted by law to provide certain types of school bus service, than this contract shall be deemed legally cancelled without further cost to the BOARD within 48 hours after

written notification by the BOARD of such actions has been received by the Contractor.

The Contractor agrees that he will cooperate fully with the BOARD in whatever actions are necessary which will enable the BOARD to avoid the payment of taxes, which the BOARD is not required to pay under existing statute or statutes which may become effective during the term of this contract; on fuel or other supplies used in the operation of school buses required herein, any savings due to non-payment of taxes shall accrue to the BOARD.

### **EXCEPTIONS OF ADDENDA**

Any exceptions or addenda to the bid proposal and specifications shall be submitted in writing to the Purchasing Agent for the BOARD and the Superintendent for the Board of Education prior to the date set for the opening of bids.

## **SPECIFICATIONS**

### **BUSES**

#### **EQUIPMENT**

All vehicles shall be registered; taxed and garaged in the City of West Haven, with West Haven registration by September 15 of each contract year. Taxes for all vehicles shall remain current. Supporting documentation for vehicle age and registration shall be provided to the BOARD by July 1 of each year, for the applicable contract year.

All vehicles are currently required by the BOARD to be no more than 9 years old at the start of the contract, excepting spares; bid prices must reflect this requirement.

All vehicles used by the contractor in the performance of the services required in this contract shall comply with National School Bus Safety Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the contract is signed and as these regulations may be amended from time to time during the term of this contract.

All vehicles, must meet all Federal and Connecticut statutes for Type I school buses with a minimum capacity of 44 secondary students and Type II school buses with a minimum capacity of 16 secondary students.

The Contractor will supply one (1) Class I bus that is handicap accessible and the necessary number of Class II handicap accessible buses (in no case less than three (3) Class H handicapped buses).

**SEAT BELTS** -- All Type II vehicles shall be equipped with seat belts where applicable.

**SOS LIGHTS-** All vehicles will be equipped with an 8-light stop on safety system.  
**STOP ARM-** Octagonal in shape, with two flashing red lights that operate automatically with separate vacuum tank, when door is opened. Arm to be mounted on left side of bus at the front.

**ALL VEHICLES MUST HAVE THE "ALL-OUT BUZZER SYSTEMS" INSTALLED ON THE BUSES.**

**BACK-UP ALARM-** Reverse Direction Alarm to meet current OSHA specifications on all busses.

**EMERGENCY "PUSH OUT" WINDOWS-** If available.

**COMMUNICATION EQUIPMENT-** To be installed in all vehicles including spares. If any vehicle is not equipped with the following, the Contractor shall pay a penalty on one hundred and fifty dollars (\$150.00) per occurrence: two-way radio system, cellular phones if the vehicle is beyond two-way radio range, and Nextel phones of the same network with West Haven Public Schools for direct contact between the BOARD and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the BOARD will be available (this does not include a telephone answering service, switchboard or multi-phone answering) from 5:30 AM until 6:10 PM. The preceding will also be available when evening and/or weekend bus trips are operating for the school system. The Contractor will also maintain one dedicated fax line, with the fax machines located in the office available to receive changes and correspondence and in the routing office. The fax machine is to be on phone lines independent of the telephone line to the company so that they are always available for use. The Contractor shall provide at their expense a bus coordinator to be stationed at the West Haven Board of Education offices at 25 Ogden Street between the hours of 7:30 to 4:30 to handle bus issues.

**SECURITY CAMERA-** Fifteen percent of buses shall be equipped with security cameras that can produce a videotape of the driver and occupants of the bus. The tape shall also make an audio record during the entire time the videotape is being recorded. Tapes will be identified unedited and kept on file for a maximum of sixty (60) days. Tapes will be made available to the BOARD immediately upon request. The vehicles shall also be equipped with the necessary hardware to allow the switching of the video camera to any vehicle designated by the BOARD.

**OTHER REQUIREMENTS-** All vehicles shall be equipped with a mirror on the front of the vehicle so that the driver, while seated, can observe children walking in front of the bus.

Each vehicle will prominently display the contractor's name. Each vehicle shall be numbered. Such numbers shall be no more than four (4) digits. These numbers will be prominently displayed on both sides, front and rear of the vehicle. The buses shall be maintained in as new repair and working order and in clean and



sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the BOARD under reasonably foreseeable circumstances. The operator shall inspect the bus each morning to determine that the brakes, horn, tires, steering apparatus, emergency doors, stoplights, and other equipment are in good operating condition.

In addition, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet State of Connecticut Department of Motor Vehicles requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.

The contractor shall have all vehicles inspected at least four (4) times in each school year. The first inspection shall be prior to the opening of the new school year. Other inspections shall follow at ten (10) week intervals.

One of the inspections are to be conducted by Inspectors for the State of Connecticut Department of Motor Vehicles, Representatives of the BOARD shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary.

Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection.

The above records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the BOARD.

The BOARD, or its agent, may, on written notice, require the Contractor to discontinue the use of any bus which it judges to be hazardous, mechanically defective or subject to breakdowns or delays. In the event the discontinuance of any bus shall be ordered, the Contractor shall forthwith replace said bus with another bus that is capable of fulfilling the requirements of the contract and the schedule.

**NO VEHICLE SHALL BE FUELED WHILE CHILDREN ARE ON BOARD.**

Before August 25<sup>th</sup> of each year, the contractor shall submit a complete list of all vehicles to be used during the year to the BOARD. The list shall include:

- a. Name of Manufacture
- b. Date of Manufacture
- c. Serial Number
- d. Pupil Capacity
- e. Identification and registration number

## **FLEET MAINTENANCE STAFF**

It is the contractor's responsibility to maintain the fleet of vehicles so they are operational and to staff said maintenance in accordance with State requirements and at the contractor's sole cost.

## **OPERATORS**

### **VEHICLE OPERATORS**

The contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the safest and most responsible drivers obtainable are transporting the children of the school district.

The BOARD and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this contract and to reject a driver before actual employment. The BOARD also reserves the right to reject any driver during the contract period for cause and/or reason established by the BOARD.

Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.

Bus drivers shall be dependable, steady, temperate and competent individuals of good reputation and shall be neatly dressed when driving the school buses.

The BOARD reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the BOARD. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the BOARD within 48 hours after the contractor has received written notification by the BOARD of such action.

The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the contract. Individual drivers shall not be allowed to provide their own substitutes.

Drivers shall not leave a bus unattended at any time when children are on board.

Drivers shall not leave keys in any unattended bus.

Drivers shall operate vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State Laws governing the operation of motor vehicles upon all highways.

Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive before school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the BOARD before the opening of school.

Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.

Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.

Drivers shall not have food or drink, etc. on the bus while children are on board.

Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the BOARD.

Drivers shall *not* operate a vehicle while carrying school children in excess of its rated capacity.

Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no student or their possessions remain on the vehicle.

The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints, and other problems normally related to a program of pupil transportation can be efficiently and effectively provided for.

All drivers shall be issued pictured and numbered company ID cards. The driver while on duty shall prominently display such cards. The BOARD shall determine enforcement of these provisions.

The contractor shall maintain a list of all drivers. This list shall contain driver's names, ID numbers, route assignments, bus numbers, and status. This list shall be updated at least once per month and sent to the BOARD upon request.

All drivers shall be subject to a program of random drug testing as required by the State of Connecticut Department of Motor Vehicles and the U.S. Department of Transportation. All drivers are required to file an annual update with the DMV and Contractor noting any convictions and their driving record. The DMV conducts criminal background checks of all drivers as part of the monitoring of drivers' CDL licenses, and notifies Contractor if a license is to be revoked or if any criminal violations have occurred.

## DRIVER TRAINING

The Contractor shall be solely responsible for the proper training and qualification of vehicle drivers. The Contractor shall institute and maintain a continuing program of driver and safety instruction. The driver training shall be in accordance with the program established by the State of Connecticut Department of Motor Vehicles. A qualified instructor who has been certified by the State of Connecticut Department of Motor Vehicles will administer driver instruction. The Contractor shall keep a log on training given to each driver and the BOARD reserves the right to inspect such logs and to attend driver-training sessions as observers.

Drivers will be required to attend a MINIMUM of one (1) session/workshop per month as provided by the Contractor.

Meetings regarding scheduling between the Contractor and the BOARD shall be scheduled at least once per week and/or as needed.

It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.

The Contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustments will report same to the bus supervisors who will take the matter up with proper school officials. Changes in bus and time schedules will take place only properly authorized through the Office of the Superintendent of Schools in working out all bus routes and schedules. This work shall be completed not later than fifteen (15) working days prior to the opening of schools in or any contract year. All bus routes and time schedules shall be subject to review and approval of the BOARD.

The Contractor will be responsible for via routes and instructions including "dry" runs before implementing a new route.

Once the contract is awarded, but no later than April 1 of the award year, the Contractor will begin working with the BOARD to design a bus stop, routing and schedule plan that meets the needs of the BOARD.

The contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when the pupil has completed alighting from the bus.

School authorities are anxious to cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be radioed to the driver's supervisor, who in turn shall immediately inform the principal of the school involved. The Contractor shall forward a copy of the written report to the school involved with 24 hours.

Drivers will remain at the wheel at all times while children are loading and unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the vicinity of the bus with pupils aboard.

The driver and contractor are responsible for implementing measures to insure no child is left on a bus at the end of their run.

The driver is in full charge of the vehicle during its operation.

The driver is responsible to see that all children are seated and remain seated while the bus is in operation.

The driver is responsible for the maintenance of proper behavior on the part of all children riding a bus. A standard code of conduct will be prepared and issued to all concerned, i.e. driver, children, parents, and school personnel.

Bus drivers do not have authority to refuse any child who is eligible for transportation, the right to ride, nor do they have the authority to put a student on a bus.

Matters that may necessitate a withdrawal of riding privileges will be reported to the school principal. A form of such reporting shall be required and completed in accordance with BOARD requirements.

The Contractor shall assume full responsibility for all repairs to buses caused by vandalism. The BOARD shall cooperate with the Contractor to eliminate vandalism of buses by students. Action will be taken by the BOARD against parents of students to pay for damages if a student can be identified.

### **BUS AIDES AND MONITORS**

The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs.

Bus aides and monitors shall be screened and selected in the same manners as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs.

Bus aides and monitors shall also comply with all of the rules and regulation as the bus drivers.

The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.

Contract shall provide a Bus Coordinator to be stationed at the Blake Building to handle bus issues full time the first month of school and half time thereafter for the remainder of the school year.

## ESTIMATED REQUIREMENTS

### For Public and Non-Public Education Transportation

- Approximately - Eight (8) buses necessary for Four (4) AM and Four (4) PM trips for approximately 2 ½ hours each AM and PM
- Approximately - Twenty-two (22) buses necessary for three (3) AM and three (3) PM trips for approximately 2 hours each AM and 1 ½ hours each PM
- Approximately - Five (5) buses necessary for two (2) AM and two (2) PM trips for approximately 2 hours AM and 2 hours each PM

Kindergarten - Fourteen (14) buses necessary for transporting AM Kindergarten home and PM Kindergarten to school for approximately one and one-half (1 ½) hours each noon.

2 single Kindergarten noon runs

### Out of Town Buses:

Five (5) buses necessary for approximately 1 ½ hour each AM and PM for the following destinations:

- One (1) bus for Sound School, New Haven
- One (1) bus for Lyman Hall, Wallingford
- Two (2) buses for Career High School in New Haven
- One (1) Mini-bus for Hyde School in New Haven
- Two (2) Buses for Co-op and High School in the Community in New Haven

### Out of Town Buses – Special Needs:

Five (5) Mini-buses necessary for approximately 1 ½ hours each AM and PM for the following destinations:

- One (1) Mini-bus for Celentano in New Haven
- One (1) Mini-bus for East Rock School in New Haven
- One (1) Mini-bus for Connecticut Center for Child Disone
- One (1) Mini-bus for Foundation School in Milford
- One (1) Mini-bus for Foundation School in Orange

## In Town Special Needs

Eighteen (18) Mini-buses, type II for 2 ½ hours each AM and PM  
Two (2) Wheelchair Mini-buses, Type II for 2 ½ hours each AM and PM  
Five (5) Late Buses 1 ½ hours each in the PM  
One (1) Late Bus handicapped equipped for 1 ½ in the PM  
Ten (10) in Town Field trips per school per section "I" listed under Special Requirements for Bidders.  
One (1) Late Bus for Bailey and Carrigan after school activities.

**The Bidder will supply the cost per day for each bus per category above.**

## FAILURE OF OPERATION

When the Contractor fails to operate any route or any portion of any route because of failure of equipment or personnel, the amount of payment appropriated for said route or part of said route shall be deducted from the daily rate of \$150.00 per trip basis, for the vehicle involved.

A fifteen (15) minute "window" will be built into the schedule. • For example, a route is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and deductions in payment shall be made on a \$150.00 per trip, basis based upon the daily rate for the vehicles involved. The buses will be scheduled to arrive no later than 15 minutes before the start of each school. Buses will be expected to be at the school for the scheduled dismissal.

If the BOARD, its employees, or agents, determine a route to be habitually more than fifteen (15) minutes before or behind schedule, it shall be considered a failure to operate satisfactorily and a fine will be imposed for the vehicle or vehicles involved.

This section shall not be invoked when weather conditions or circumstances exist over which the Contractor or driver has no control. Before a penalty is imposed, the BOARD) and Contractor will have at least one meeting to remedy or assess the penalty.

In addition to regular vehicle routes and services, field and athletic trips are considered part of the day-to-day operations and provisions of this contract pertaining to regular *vehicle* routes and services also apply to field and athletic trips. Penalties will be deducted from the monthly invoice and will range from a minimum of \$150.00 to a maximum amount of \$500.00 for each occurrence, as determined by the BOARD.

Each succeeding year of the contract will be contingent upon the BOARD's satisfactory evaluation of the Contractor's prior year's performance. The BOARD shall consider the following in its evaluation of the Contractor's performance.

1. Quality of drivers-safe driving habits, use of safety equipment, cooperation in reporting misbehavior problems.
2. On time arrivals.
3. Conditions of vehicles.
4. Breakdowns.
5. Promptness in making repairs.
6. Effective preventive maintenance program to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.
7. **Performance Bond:** Failure to provide a performance bond pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.
8. **Insurance:** Failure to provide an insurance certificate pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.
9. **Monitors:** The Contractor's failure to allow a monitor or bus aide to ride the vehicle or provide transportation to the designated drop off point as required will be considered failure to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.
10. **Late Reports:** Failure to provide any of the reports or the certificate of insurance required under this contract shall result in a deduction of \$500.00 for every calendar day late from the due date.
11. **Application of Liquidated Damages:** The Contractor may have liquidated damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$150.00 will be taken; if the driver also changes the order of the route or forgets to pickup at a designated stop on the same route an additional \$150.00 deduction will be taken.

### **PAYMENTS AND COMPENSATIONS**

The Contractor's compensation for the performance of the obligations hereunder shall be based on the number and types of buses furnished by the Contractor at the per diem per bus as set forth in the Contractor's proposal.

It is specifically understood that no other payments shall be made to the Contractor, who shall furnish all other drivers, labor, materials, equipment, permits, and licenses and other facilities necessary to provide the transportation and services required, including the spare buses and drivers, the full-time manager and staff and other necessary services for the proper performance of the Contractor's duties, It also is



specifically understood that all tolls, parking fees and bus expenses in the performance of this contract shall be borne by the Contractor.

Acceptance by the Contractor of such monthly payment shall release the BOARD and the CITY from all claims and all liability to the Contractor in connection with this contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under contract or the performance bond or any insurance policies issued in connection with the contract.

### **REPORTS AND INFORMATION**

The Contractor shall provide all necessary information and assist the Transportation Department if necessary in the preparation of reports, which may be required by Federal, State and Local laws in addition to school administration requests, with specific emphasis on the State Department of Education's ED001 form.

### **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall comply with the laws, rules, regulations, and policies of the Federal, State and Local governments as they may be amended from time to time, including those of the CITY and BOARD. In the event that the aforesaid laws, rules, regulations, and policies are modified, amended or adopted requiring additional expenditures to ensure compliance, the BOARD and the Contractor shall conduct good faith negotiations to allocate the additional expenditures in an equitable manner.

### **IDEMNIFICATON**

The Contractor agrees to release, defend, hold harmless and indemnify the CITY and the BOARD, its agents and its employees for the negligence, gross negligence, failure to act and/or willful acts of the Contractor or any of its subcontractors arising out of the performance of its services under this contract. The Contractor agrees to release, defend, hold harmless and indemnify the CITY and the BOARD, its agent and its employees from the Contractor's or subcontractor's failure to comply with applicable laws and regulation of the United States of America, the State of Connecticut, the City of West Haven, or their respective agencies.

Other portions of this contract relating to insurance requirements shall not affect the indemnification.

## **CONDITIONS OF ACCEPTANCE AND AWARD OF CONTRACT**

The contract award will be made based upon but not limited to the following considerations:

Cumulative Cost of Total Contract

Personnel

Safety Record

Qualifications Statement

Financial Statement

Statement of Assurance from the Contractor that the equipment provisions of this document will be complied with by the effective date of the contract.

From the Contractor that the vehicle registration, taxation and garaging provisions of this document will be complied with by the effective date of the contract.

From the Contractor's insurer that the Contractor will be able to obtain the insurance as required in this document.

The successful Contractor will, within fifteen (15) days after written notice of acceptance, enter into a written contract with the BOARD, in a form satisfactorily to the BOARD, and will file within fifteen (15) days after written notice the policy of insurance and the surety bonds required.

## **SPECIFICATION PART OF CONTRACT**

It is understood the specifications contained herein will be made a part of any contract that may be entered into by and between the BOARD and the CITY and the successful Contractor.

## **SPECIAL REQUIREMENTS FOR BIDDERS**

- a. Contractor shall have at least three (3) years of experience in providing school bus services. Contractor will supply the BOARD with names and telephone numbers of the Superintendent of Schools systems served by the contractor. Under no circumstances will the BOARD entertain a bid from a Contractor whose bus contracts in any jurisdiction have been terminated by the local Board of Education due to failure to perform or deliver contracted service.
- b. No Agents or Referral/Consolidators: Bid will only be accepted from companies that actually lease or own and operate school buses. Agents that contract the services contemplated herein to third parties may not submit bids.

- c. Field Trips: Contractor to provide ten (10) free trips per school year during the hours of 9:30 AM to 1:30 PM for distances up to 25 miles round trip, for each elementary school.
- d. The BOARD shall purchase the fuel needed and deduct that dollar amount from the Contractors monthly invoice Fuel sold to a municipality for use in school buses is exempt from Motor vehicle fuel tax. As defined in CT General Statute 14-275, effective July 1, 1998 all fuel sold to a municipality for use exclusively in school buses is exempt from Motor Vehicle fuels tax, even if the fuel is not used exclusively in connection with a municipal contract.
- e. Contractor will provide the BOARD with a cost per bus run (2 ways) for a bus aide or monitor.
- f. Contractor will provide the BOARD with a cost per bus run (2 ways) cost to be provided for Class I and Class II vehicles.

[to be completed]

10 Industry Drive  
West Haven, CT 06516  
(203) 934-2943

SEP 26 2012  
SUPERINTENDENT'S OFFICE

**EXHIBIT B**

September 26, 2012

Mr. Neil Cavallaro, Superintendent of Schools  
City of West Haven  
Board of Education  
127 Frontage Road  
Yale Campus West  
Orange, CT 06477

Re: *Agreement dated as of June 20, 2009 between West Haven Board of Education and Winkle Bus Company of West Haven, Inc.*

Dear Mr. Cavallaro:

We are writing to you regarding the continuation of the Winkle Bus Company of West Haven Inc., ("Winkle") and the City of West Haven contract for school bus transportation services.

We believe our quality of service, safety consciousness, local ownership, in-town bus garage, repair and fuel storage facilities and our consistent track record all recommend continuance of our agreement.

We recognize that the Board is under financial constraints due to the current economic conditions and the requirements imposed by State and Federal law that are not appropriately funded by those entities.

We propose the extension of our existing agreement under the same terms and conditions, based on the following:

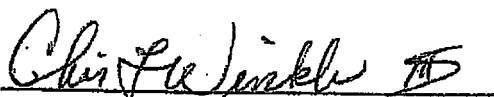
1. Current agreement, the initial term of which expires at the end of the academic year in 2013, to be extended for an additional five (5) years.
2. The cost per vehicle, per day, will be modified by the following percentages over the extension period:
  - a. 2013-14 academic year: no increase

- b. 2014-15 academic year: 2%
- c. 2015-16 academic year: no increase
- d. 2016-17 academic year: 2%
- e. 2017-18 academic year: no increase


3. We will add ten new school buses and five mini-buses to the fleet in the first three years of the contract extension.
4. Routes and schedules remain essentially the same.
5. During the extension period we are pleased to offer the following enhancements at no additional cost:
  - (a) Winkle will continue to bear the full cost of all fuel purchased to provide transportation services, notwithstanding the large price increases that we have experienced over the past several years.
  - (b) Winkle will continue to provide in-town activity/field trips at no cost to the Board during school days.
  - (c) Winkle has provided computerized routing of bus/van routes since 2001, with a system accessible to the Board offices at *no charge to the Board* and will continue to do so.
  - (d) We will continue to combine Special Education routes whenever possible to save on costs and expenses for the Board.

It is our goal to provide the best possible cost-effective transportation service. We appreciate the trust you have shown in us over the past years. We welcome the opportunity to help the City through its current fiscal difficulties. We look forward to sitting down with you and finalizing a proposal to accomplish this.

Sincerely,



Chris F. Winkle, III  
President



Craig J. Winkle  
Vice President

The following is provided as an example of types and prices of vehicles required in a typical month of the 2012-2013 academic year. The per vehicle per day prices shall remain the same for the 2013-2014 academic year and shall escalate each following year as provided on page 1 of this Exhibit B. Please note that the number of vehicles required per day may vary in accordance with the needs of the West Haven Board of Education.

**PUBLIC SCHOOLS**

|                                 |   |          |         |
|---------------------------------|---|----------|---------|
| EIGHTEEN (18) BUSES             | @ | \$240.58 | PER DAY |
| SEVENTEEN (17) BUSES            | @ | \$230.48 | PER DAY |
| SEVENTEEN (17) BUSES            | @ | \$83.09  | PER DAY |
| ONE (1) MINI BAILEY OUT OF DIST | @ | \$106.17 | PER DAY |
| COMMUNITY HOUSE ONE (1) BUS     | @ | \$106.17 | PER DAY |
| COMMUNITY HOUSE KG ONE (1) BUS  | @ | \$83.09  | PER DAY |

**MAGNET**

|                |   |          |         |
|----------------|---|----------|---------|
| TWO (2) BUSES  | @ | \$207.19 | PER DAY |
| FIVE (5) MINIS | @ | \$184.35 | PER DAY |

**TRANSITIONAL**

|              |   |          |         |
|--------------|---|----------|---------|
| TWO (2) MINI | @ | \$184.35 | PER DAY |
|--------------|---|----------|---------|

**CAREER SCHOOL - HYDE SCHOOL**

|              |               |          |         |
|--------------|---------------|----------|---------|
| TWO (2) BUS  | @             | \$115.25 | PER DAY |
| ONE (1) BUS  | Hyde School @ | \$207.46 | PER DAY |
| ONE (1) MINI | Hyde School @ | \$103.73 | PER DAY |

**CO-OP & NEW HAVEN ACADEMY**

|             |   |          |         |
|-------------|---|----------|---------|
| ONE (1) BUS | @ | \$163.79 | PER DAY |
|-------------|---|----------|---------|

**HIGH SCHOOL IN THE COMM.**

|             |   |          |         |
|-------------|---|----------|---------|
| ONE (1) BUS | @ | \$207.46 | PER DAY |
|-------------|---|----------|---------|

**NEW HAVEN METROPOITIAN**

|             |   |          |         |
|-------------|---|----------|---------|
| ONE (1) BUS | @ | \$207.46 | PER DAY |
|-------------|---|----------|---------|

**SPECIAL EDUCATION**

|                           |                              |                 |   |          |         |
|---------------------------|------------------------------|-----------------|---|----------|---------|
|                           | ONE (1) VEH                  | WASH            | @ | \$207.18 | PER DAY |
|                           | ONE (1) VEH                  | NOBLE           | @ | \$207.18 | PER DAY |
|                           | ONE (1) VEH                  | NOBLE           | @ | \$53.09  | PER DAY |
|                           | ONE (1) VEH                  | MACK PRE        | @ | \$207.18 | PER DAY |
|                           | ONE (1) VEH                  | FOREST PRE      | @ | \$207.18 | PER DAY |
|                           | TWO (2) VEH                  | S ROCK          | @ | \$161.26 | PER DAY |
|                           | THREE (3) VEH                | PAGELS          | @ | \$189.48 | PER DAY |
|                           | THREE (3) VEH                | HALEY           | @ | \$106.17 | PER DAY |
| Wheelchair for Pre K      | ONE (1) VEH                  | HALEY           | @ | \$90.00  | PER DAY |
|                           | TWO (2) VEH                  | FOREST          | @ | \$189.48 | PER DAY |
|                           | AIDE                         | FOREST          | @ | \$25.00  | PER DAY |
|                           | TWO (2) VEH                  | PAGELS AUTISTIC | @ | \$189.48 | PER DAY |
|                           | TWO (2) VEH                  | CARRIGAN        | @ | \$189.48 | PER DAY |
|                           | THREE (3) VEH                | HIGH SCHOOL     | @ | \$189.48 | PER DAY |
| MAY Wheelchair for PAGELS | ONE(1)BUS                    |                 | @ | \$161.26 | PER DAY |
| Wheelchair for PAGELS     | ONE(1)BUS                    |                 | @ | \$161.26 | PER DAY |
| Special Ed PAGELS         | ONE(1)BUS                    |                 | @ | \$80.63  | PER DAY |
|                           | 1 Child HS Spec Ed to Malloy |                 | @ | \$84.46  | PER DAY |
|                           | Bailey to Washington Ave. WH |                 | @ | \$84.46  | PER DAY |
|                           | MAY WASHINGTON PM RUN        |                 | @ | \$84.46  | PER DAY |
|                           | WASHINGTON PM RUN            |                 | @ | \$84.46  | PER DAY |

**NON - PUBLIC SCHOOLS**

|             |                 |   |          |         |
|-------------|-----------------|---|----------|---------|
| St.Lawrence | THREE (3) BUSES | @ | \$230.49 | PER DAY |
| OLOV        | FOUR (4) BUSES  | @ | \$230.49 | PER DAY |

**LIVING WORD**

|              |   |          |         |
|--------------|---|----------|---------|
| ONE (1) MINI | @ | \$207.18 | PER DAY |
|--------------|---|----------|---------|

**LYMAN HALL HIGH SCHOOL**

|              |   |          |         |
|--------------|---|----------|---------|
| ONE (1) MINI | @ | \$189.48 | PER DAY |
|--------------|---|----------|---------|

**SOUND SCHOOL**

|             |   |          |         |
|-------------|---|----------|---------|
| ONE (1) BUS | @ | \$161.26 | PER DAY |
|-------------|---|----------|---------|

**FOUNDATION SCHOOL**

|              |   |          |         |
|--------------|---|----------|---------|
| ONE (1) MINI | @ | \$161.26 | PER DAY |
|--------------|---|----------|---------|

**VOCATIONAL TECHNICAL SCHOOL**

|                |   |          |         |
|----------------|---|----------|---------|
| FOUR (4) BUSES | @ | \$233.19 | PER DAY |
|----------------|---|----------|---------|

**ELI WHITNEY TECHNICAL SCHOOL**

|             |   |          |         |
|-------------|---|----------|---------|
| ONE (1) BUS | @ | \$239.60 | PER DAY |
|-------------|---|----------|---------|

**ALTERNATIVE LATE BUSES**

|                  |         |   |        |         |
|------------------|---------|---|--------|---------|
| ALT HIGH SCHOOL: | (1) VEH | @ | 196.65 | PER DAY |
| ALT BAILEY:      | (1) VEH | @ | 196.65 | PER DAY |

**WORK PROGRAM**

|         |   |         |         |
|---------|---|---------|---------|
| (1) VEH | @ | \$98.33 | PER DAY |
|---------|---|---------|---------|



PACE PROGRAM

Every Friday for the School Year

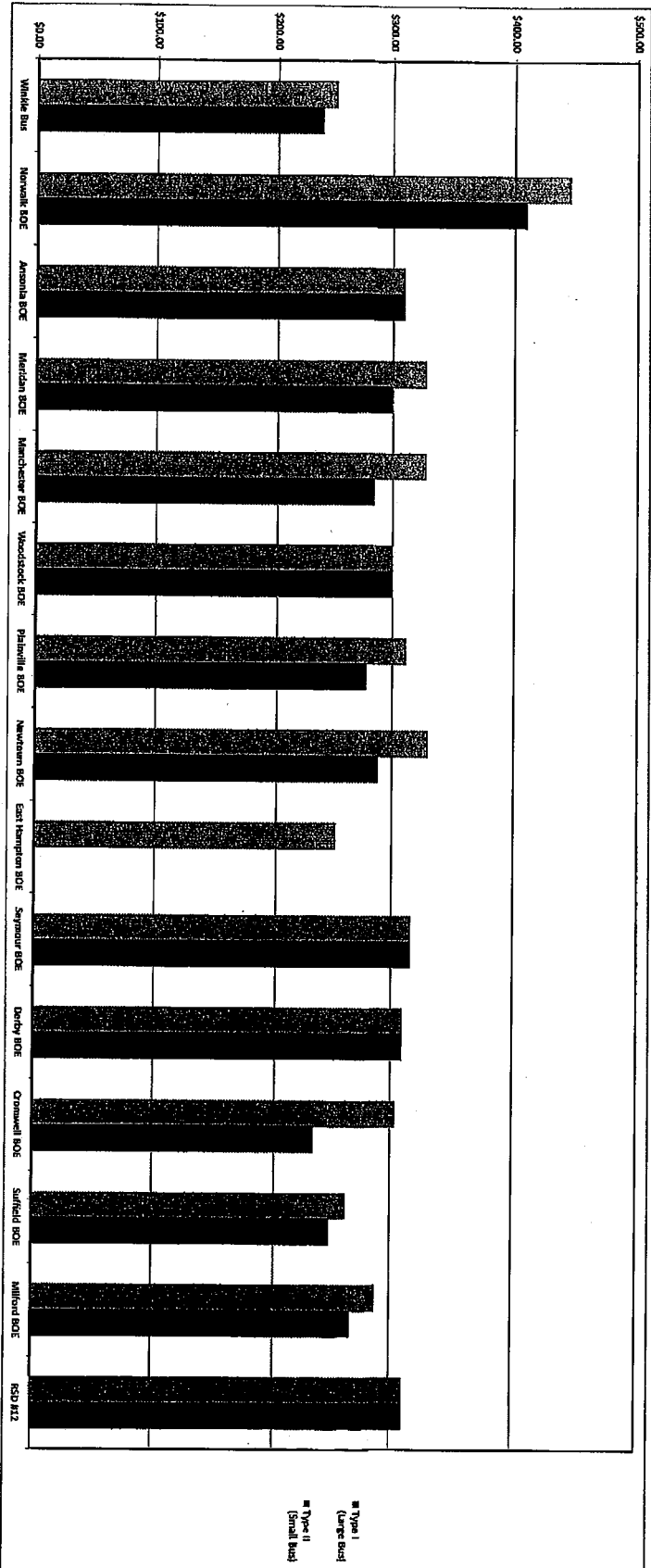
(1) VEH @ \$150.00 PER DAY

Carrigan to Phelps Gate

|                                      |               |   |          |         |
|--------------------------------------|---------------|---|----------|---------|
| 6-3                                  | TWO (2) VEH   | @ | \$155.00 | PER DAY |
| Carrigan 6-4                         | THREE (3) VEH | @ | \$185.00 | PER DAY |
| Carrigan 6-5                         | THREE (3) VEH | @ | \$185.00 | PER DAY |
| Carrigan 6-6                         | THREE (3) VEH | @ | \$185.00 | PER DAY |
| Carrigan 6-7                         | THREE (3) VEH | @ | \$185.00 | PER DAY |
|                                      |               |   |          |         |
| CT CENTER for CHILD DIS Wolf Harbor. | ONE (1) VEH.  | @ | \$222.00 | PER DAY |
|                                      | Aide          |   | \$25.89  | PER DAY |
| ST CATHERINE'S ACADEMY               |               | @ | \$169.25 | PER DAY |
| CEDARHURST                           |               | @ | \$179.00 | PER DAY |
| ECA                                  |               | @ | \$125.00 | PER DAY |
| HIGH RD. LEARNING CENTER             |               | @ | \$298.00 | PER DAY |
| HIGH RD. LEARNING CENTER             |               | @ | \$298.00 | PER DAY |
|                                      | Aide          |   | \$25.89  | PER DAY |
| BENHAVEN                             |               |   | \$198.00 | PER DAY |
| BENHAVEN                             |               |   | \$208.00 | PER DAY |
| TINO TO CARRIGAN OR CCCD             |               | @ | \$185.00 | PER DAY |
| MILFORD TO WEST HAVEN G.H.           |               | @ | \$125.00 | PER DAY |
| STRATFORD to WEST HAVEN HIGH         |               | @ | \$205.00 | PER DAY |
| MILFORD to CARRIGAN MIDDLE           |               | @ | \$155.00 | PER DAY |
| NEW HAVEN TO WASHINGTON              |               | @ | \$185.00 | PER DAY |
| BRIDGEPORT TO SAVIN ROCK             | MAY           | @ | \$205.00 | PER DAY |
| BRIDGEPORT TO SAVIN ROCK             |               | @ | \$205.00 | PER DAY |
| NEW HAVEN to MACKRILLE               |               | @ | \$125.00 | PER DAY |
| MILFORD TO FOREST                    |               | @ | \$155.00 | PER DAY |
| SHELTON TO FOREST AND CARR           | MAY           | @ | \$195.00 | PER DAY |
| SHELTON TO FOREST AND CARR           |               | @ | \$195.00 | PER DAY |
| FAIRHAVEN TO FOREST AND CARR         |               | @ | \$165.00 | PER DAY |
| NEW HAVEN TO CARRIGAN                |               | @ | \$50.00  | PER DAY |
| HAMDEN TO CARRIGAN                   | MAY           | @ | \$155.00 | PER DAY |
| HAMDEN TO CARRIGAN                   |               | @ | \$155.00 | PER DAY |

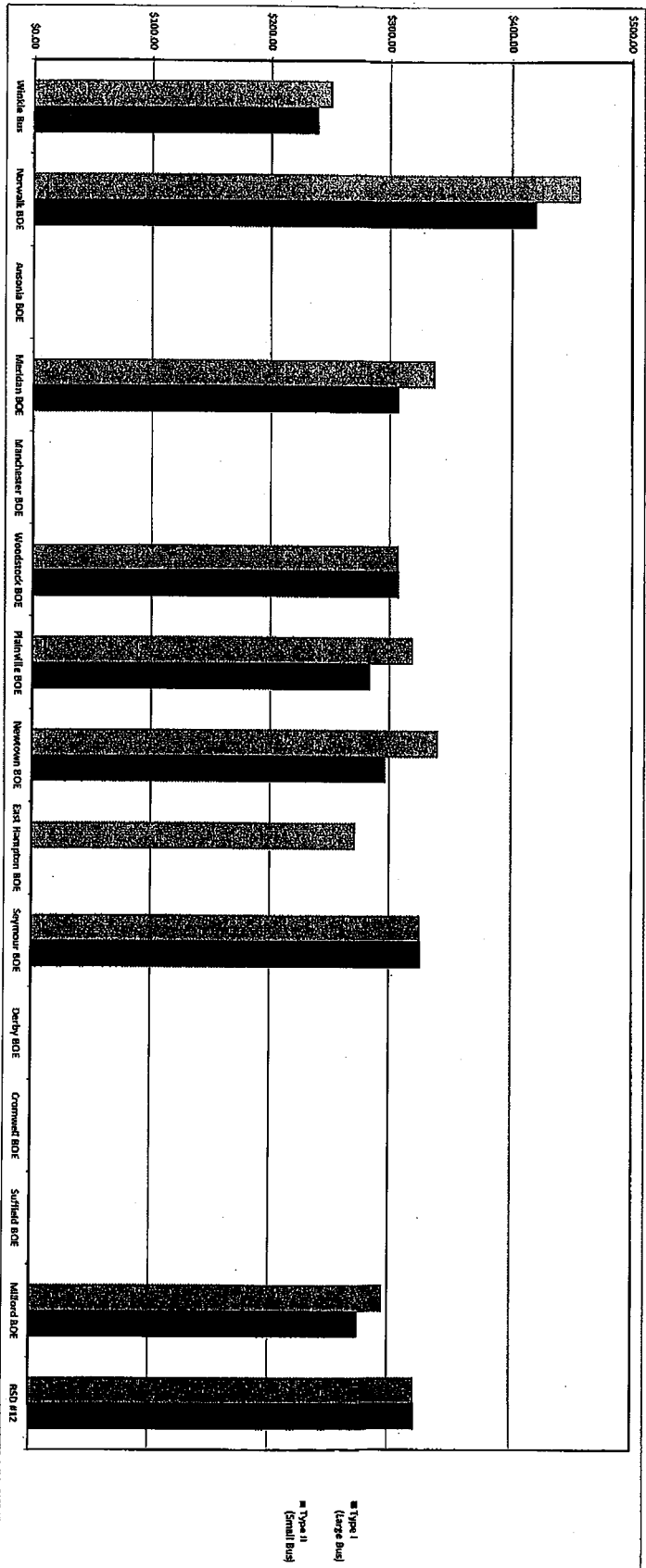
# 2017-18 BUS ROUTE COMPARISONS

| 2017-18          |  | Type I (Large Bus) | Type II (Small Bus) |
|------------------|--|--------------------|---------------------|
| Winkle Bus       |  | \$250.28           | \$239.79            |
| Norwalk BOE      |  | \$445.65           | \$409.74            |
| Ansonia BOE      |  | \$309.85           | \$309.85            |
| Meriden BOE      |  | \$327.84           | \$299.24            |
| Manchester BOE   |  | \$328.16           | \$283.44            |
| Woodstock BOE    |  | \$299.75           | \$299.75            |
| Plainville BOE   |  | \$311.83           | \$276.50            |
| Newtown BOE      |  | \$330.00           | \$288.00            |
| East Hampton BOE |  | \$251.02           |                     |
| Seymour BOE      |  | \$316.18           | \$316.18            |
| Derby BOE        |  | \$310.00           | \$310.00            |
| Cromwell BOE     |  | \$304.09           | \$234.20            |
| Suffield BOE     |  | \$261.11           | \$247.37            |
| Millford BOE     |  | \$287.40           | \$265.87            |
| RSD #12          |  | \$311.50           | \$311.20            |



# 2018-19 BUS ROUTE COMPARISONS

| 2018-19          | Type I (Large Bus) | Type II (Small Bus) |
|------------------|--------------------|---------------------|
| Winkle Bus       | \$250.28           | \$239.79            |
| Norwalk BOE      | \$457.94           | \$421.01            |
| Ansonia BOE      | \$336.69           | \$307.31            |
| Meriden BOE      | \$307.25           | \$307.25            |
| Manchester BOE   | \$319.63           | \$283.41            |
| Woodstock BOE    | \$339.90           | \$296.64            |
| Plainville BOE   | \$271.11           | \$325.67            |
| Newtown BOE      | \$325.67           | \$325.67            |
| East Hampton BOE |                    |                     |
| Seymour BOE      |                    |                     |
| Derby BOE        |                    |                     |
| Cromwell BOE     |                    |                     |
| Suffield BOE     |                    |                     |
| Millford BOE     | \$296.02           | \$273.85            |
| RSD #12          | \$322.00           | \$322.00            |



### Bus Transportation Comparison

| WINKLE BUS                              | Norwalk BOE                             | Ansonia BOE                             | Meriden BOE                             | Manchester BOE                          |
|---|---|---|---|---|
| 2015-16 Type I 245.37<br>Type II 235.09 | 2015-16 Type I 424.20<br>Type II 390.00 |   |   |   |
| 2016-17 Type I 245.37<br>Type II 235.09 | 2016-17 Type I 434.81<br>Type II 399.75 |   |   |   |
| 2017-18 Type I 250.28<br>Type II 239.79 | 2017-18 Type I 445.68<br>Type II 409.74 | 2017-18 Type I 309.85<br>Type II 309.85 | 2017-18 Type I 327.84<br>Type II 299.24 | 2017-18 Type I 328.16<br>Type II 283.44 |
| 2018-19 Type I 250.28<br>Type II 239.79 | 2018-19 Type I 457.94<br>Type II 421.01 |   | 2018-19 Type I 336.69<br>Type II 307.31 |   |
| 2019-20 Type I 250.28<br>Type II 239.79 | 2019-20 Type I 470.53<br>Type II 432.59 |   | 2019-20 Type I 346.29<br>Type II 316.07 |   |
| 2020-21 Type I 255.29<br>Type II 244.59 |   |   |   |   |
| 2021-22 Type I 260.40<br>Type II 249.48 |   |   |   |   |
| 2022-23 Type I 260.40<br>Type II 249.48 |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |





# Transportation \$5,006,321

| 2018-19          | Type I (Large Bus) | Type II (Small Bus) |
|------------------|--------------------|---------------------|
| Winkle Bus       | \$250.28           | \$239.79            |
| Norwalk BOE      | \$457.94           | \$421.01            |
| Meridan BOE      | \$336.69           | \$307.31            |
| Woodstock BOE    | \$307.25           | \$307.25            |
| Plainville BOE   | \$319.63           | \$283.41            |
| Newtown BOE      | \$339.90           | \$296.64            |
| East Hampton BOE | \$271.11           |                     |
| Seymour BOE      | \$325.67           | \$325.67            |
| Milford BOE      | \$296.02           | \$273.85            |
| RSD #12          | \$322.00           | \$322.00            |

# Transportation \$5,006,321

