AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of January, 2025, by and between Student Transportation of America, Inc. dba GoldStar Transit ("Company") and the Bastrop Independent School District ("District").

WITNESSETH:

WHEREAS the Company and District entered into that certain AGREEMENT dated as of June 15, 2020.

And WHEREAS, Company and District desire to amend the AGREEMENT to revise the rates of compensation in Schedule B and the Term language in Section 17 of the AGREEMENT for the 2025-26 school year and beyond.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Company and District hereby agree as follows:

- 1. Company and District agree that the rates of compensation noted in Schedule B (as revised and attached hereto and made a part hereof) of the AGREEMENT for the period July 1, 2025, through June 30, 2026, shall be increased by five and five tenths' percent (5.5%) over the rates of compensation in Schedule B for the period ending June 30, 2025. With the 5.5% increase, the Company and District have agreed that Company will add five (5) new activity buses and thirteen (13) new buses to the total school bus fleet for the first year of this agreement. The Company will also replace the twenty-three (23) buses currently in the school bus fleet that do not have seatbelts. In total, forty-one (41) new buses will be delivered to the fleet upon completion of manufacturing and readiness for operation as part of this Amendment No. 6. Company will add four (4) additional new buses for the 2026-27 school year to support route growth.
- 2. This Term of the Agreement shall be adjusted to reflect a five (5) year term beginning July 1, 2025, and ending June 30, 2030.
- 3. Effective each July 1, beginning July 1, 2026, all rates in the Agreement shall be adjusted annually by an amount equal to the rates in effect for the Agreement year ending on June 30th of the prior year multiplied by the percentage increase, if any, in the Houston/Woodlands/Sugarland Consumer Price Index for all Urban Consumers ("CPI-U"), for the twelve (12) month period ending February 28th of that year. Notwithstanding the preceding sentence, in no event will the adjusted rates be less than two percent (2%) above the rates for the immediately preceding year. If the CPI-U calculation described above results in an increase of less than two percent (2%), then the two percent (2%) minimum rate increase shall apply. The new rates will become effective with each anniversary date of this Agreement.

- 4. The rates contained in the AGREEMENT are based upon 172 school days. If the numbers of school days fall below the minimum of 172 days, the District agrees to compensate the Company for the Company's daily fixed costs times the number of days by which the school year was shortened from 172 days. This daily fixed cost for the 2024-2025 school year is \$31,482.57. This fixed cost will be increased by 5.5% for the 2025-26 school year and will be subject to CPI increases annually thereafter subject to Section 4 above
- 5. All other terms and conditions of the AGREEMENT shall remain unchanged.

IN WITNESS WHEREOF, District and Company have hereunto set their hands this day of January, 2025.		
Bastrop Independent School District	GoldStar Transit	
Barry Edwards	Kelly Johnson	
Superintendent of Schools	Vice President of Operations	

Schedule B – per Amendment No. 6

Base Model

PROPOSAL FORM

Rates for July 1, 2025 – June 30, 2026

Proposed prices shall be submitted based on a Daily Rate that includes the first 5 hours of service each day. This form may not be altered. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Respondent to add and delete buses to or from service at the rates specified below. The District may require the use of a video surveillance system. The cost shall be included with Respondent's proposal amounts.

Regular and Special Education Home-to-School Transportation Normal District School Year-Based on 5.0 hours

Bus Capacity	Daily Rate/Bus to 5.0 hours	Hourly Rate/Bus Hour over 5.0 hours	
24 and smaller	\$380.76	\$52.37	
25-48 passenger	\$396.62	\$52.37	
48 – 77 passenger	\$392.13	\$52.37	
78 and larger	\$414.79	\$52.37	

Regular and Special Education Home-to-School Transportation Extended District School Year *

Bus Capacity	Daily Rate/Bus to 5.0 hours	Hourly Rate/Bus Hour over 5.0 hours
24 and smaller	\$380.76	\$52.37
25 – 48 passenger	\$396.62	\$52.37
48 – 77 passenger	\$392.13	\$52.37
78 and larger	\$414.79	\$52.37

^{*}The District requires the Respondent to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

PROPOSAL FORM PRICE SCHEDULE

In addition to home-to-school transportation, the District expects the Respondent to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Respondent shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

Additional Transportation Services Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service

	Hourly Rate	Mileage Rate	Minimum Call-Out Charge
All Bus Capacities	\$55.27	\$0.82	\$110.54

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. If monitors or aides are required, the District shall compensate the Contractor \$31.50 per hour. Billable time is to be based on total driving time, including layover time. Monitors or Aides working in excess of eight hours per day or forty hours in one week shall be billed at one-and-one-half times the hourly rate stated.

<u>Performance Bond:</u> The District may require the Contractor to furnish a performance bond in accordance with the requirements of this proposal specification. If a performance bond is required, the District shall reimburse the Contractor at a cost of **<u>\$44,448.79</u>** per year.

<u>Daily Fixed Costs:</u> The District agrees to compensate the Company for the Company's daily fixed costs times the number of days by which the school year was shortened from 172 days. This daily fixed cost for the 2023-2024 school year is \$33,214.11.

Non-School Bus Vehicle Maintenance Labor: \$66.43 Rate per Hour

Activity Buses: The Contractor will provide five (5) transit style buses for activity and athletic field trips. The daily charge for each bus will be \$55.27 per day for 180 days per school year, and \$32.02 per operational hour and \$.82 per operational mile.

Student Monitoring: The Contractor will provide student monitoring from bus boarding to drop site (home to school). The cost of Zonar's Pass student ridership visibility equipment and software is **\$1.56** per route per day for 172 days per school year.

Safestop: Contractor will provide parent tracking app. The cost for this is **\$9.50** per route per day for 172 days per school year.

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time. For driver's time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.