

FIRST AMENDMENT TO SPECIMEN AGREEMENT

BY AND BETWEEN

THE TOWN OF LUNENBURG

AND

DEE BUS SERVICE, INC.

This amendment (the "Amendment") is entered into by and between the Town of Lunenburg, acting by and through its School Committee (the "Town") and Dee Bus Service, Inc. (the "Contractor"), (collectively the "Parties") and amends the existing agreement for school transportation by and between the Town and Contractor, executed contemporaneously with this Amendment (the "Agreement").

WHEREAS, based upon certain undertakings and agreements on the part of Contractor and the Town, and subject to the terms of this Amendment, the Parties do hereby agree to modify the Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for mutual promises and covenants set forth below, the Parties agree as follows:

1. Bonds.

The requirement to furnish payment and performance bonds shall be amended to provide that the Contractor shall furnish performance and payment bonds totaling 100% of the contract price for one year, for the faithful performance of the Agreement in that year, at the start of each year of the Agreement. The Contractor shall post the bond before July 1 of each year of the Agreement. The issuing company must be authorized to do business in the Commonwealth of Massachusetts, licensed by the Massachusetts Division of Insurance and acceptable to the Town Counsel.

2. Other Terms and Conditions of Agreement.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect except as specifically modified herein.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective authorized officer(s) or agent(s) on the date set forth below.

THE TOWN OF LUNENBURG
SCHOOL COMMITTEE
Acting by and through the Director of
Administration and Finance

CONTRACTOR

Susan Gibson 5/5/25
Signature Date

By: [Signature] 5/15/25
Signature Date

Print Name: Robert Dee

Print Title: President

ADDITIONAL SERVICES

Any work which the Client wishes the Consultant to create which is not specified in the SERVICES Section of this agreement will be considered an additional service. Such work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

CANCELLATION

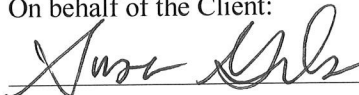
In the event that services are postponed or cancelled at the request of the Client, Consultant shall have the right to bill for work completed through the date of that request for all program years if a Form 471, Description of Services Ordered and Certification Form, has been successfully submitted for those program years, while reserving all rights under this Agreement. The billing rate will be 10% of the amount shown on the Funding Commitment Decision Letter for each relevant program year. If additional payment is due, this shall be payable within Thirty (30) days of the Client's notification to stop work or within Thirty (30) days after receipt of the Funding Commitment Decision Letter. In the event of cancellation, the Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

CONFIDENTIALITY

Consultant and its representatives will protect the confidential status of any information provided by, from or on behalf of the Client in the process of completing services for Client and will agree to any procedures Client normally requires for such protection.

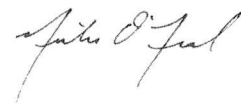
The undersigned agrees to the terms of this agreement on behalf of his or her organization. No responsibility will be accepted for digital or photocopied signatures.

On behalf of the Client:

 (Signed)
Susan Gilson (Please Print)

12/3/24 (Date)
Director of (Title)
Admin and Finance
Lunenburg Public Schools

On behalf of the Consultant:



Nichole O'Neal

11/27/2024

President