

FIRST AMENDMENT TO
AGREEMENT FOR CONTRACTED SCHOOL BUS SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRACTED SCHOOL BUS SERVICES ("FIRST AMENDMENT") is made the _____ day of _____, 2023, by and between CHARTIERS VALLEY SCHOOL DISTRICT, 2030 Swallow Hill Road, Pittsburgh, PA 15220 (hereinafter referred to as "the District"); and A.J. MYERS AND SONS, INC., a Pennsylvania corporation having an office at 13413 State Route 422, Kittanning, PA 16201 (hereinafter referred to as "the Contractor").

I. PREMISES

A. The parties hereto entered into an Agreement For Contracted School Bus Services dated July 10, 2020 and effective July 1, 2020 ("Agreement").

B. The parties hereto desire to amend the Agreement pursuant to the terms and conditions set forth in this First Amendment.

C. The purpose of this First Amendment is to set forth all of the modifications to the Agreement agreed upon between the parties.

II. TERMS AND CONDITIONS

The parties hereto, intending to be legally bound, hereby agree, warrant and represent, as follows:

1. **Premises.** The Premises set forth above are true and correct and incorporated herein.

2. **Extended Term.** Paragraph 19 of the Agreement, titled "Term", is hereby amended to extend the Initial Term of the Agreement for one (1) year to include the 2023-2024 school year, subject to the same terms and conditions as set forth in the Agreement, except as otherwise modified by this First Amendment. The Agreement, as amended, will expire June 30, 2024. The parties hereby waive any provision of Paragraph 19 that requires the option to extend the Agreement be exercised on or before December 31, 2022. The Agreement, as amended, may be extended by the District for one (1) additional year at the discretion of the District provided that the option to extend is exercised by the District on or before December 31, 2023.

3. **Fuel.** Beginning with the 2023-24 school year, Contractor shall purchase from the District all gasoline required to provide services to the District under this Agreement. Contractor shall only utilize the District's gasoline ("fuel") supply to provide services to the District under the Agreement. The District will issue a separate fuel invoice to Contractor for any fuel supplied to Contractor hereunder on a monthly basis and fuel will be charged by the District to Contractor at the price the District pays for such fuel through the consortium of school districts. Payments

for fuel will be made by Contractor on a monthly basis, based on the invoice submitted to the District. The District shall establish and schedule designated day(s) and time(s) during which Contractor may access the District's gasoline pumps to fuel and refuel Contractor's vehicles used to provide services to the District. Contractor shall be entitled to access the District's gasoline pumps only on the day(s) and time(s) scheduled by the District.

A. The District's obligation to pay for services provided by Contractor in accordance with the Agreement and Contractor's obligation to pay for fuel supplied by the District pursuant to this First Amendment shall be satisfied by the District making a Net Payment to Contractor each month, with the amount of such Net Payment being equal to (a) the monthly amount owed to Contractor by the District for services provided by Contractor in accordance with the Agreement, based on invoices submitted by Contractor at the rates set forth in the Agreement, minus (b) the monthly amount owed to the District by the Contractor for fuel supplied by the District in accordance with this First Amendment, based on invoices submitted by the District at the price set forth in this First Amendment.

B. Fuel purchased by Contractor from the District shall be utilized only for the purpose of transporting District students and staff for authorized trips.

C. All District fuel utilized by Contractor shall be pumped only by District staff. Each time that Contractor accesses District fuel the Contractor's driver shall execute a form to be developed and supplied by the District documenting the amount of fuel purchased by Contractor for Contractor's vehicle, the vehicle number, the driver name, the date and time of purchase, vehicle mileage, and other relevant information reasonably required by the District. The form shall also require driver to certify that all fuel purchased for such vehicle shall be used for the sole purpose of transporting District students and personnel for authorized trips and is subject to Contractor paying for the cost of such fuel.

4. **Effective Date.** This First Amendment shall be effective as of the latest date of execution by the parties hereto ("Effective Date") and the Agreement, as amended, shall remain in effect until June 30, 2024 ("Initial Term") unless terminated earlier or extended in accordance with the Agreement, as amended.

5. **No Further Changes.** The First Amendment to Agreement sets forth all of the modifications to the Agreement intended by the parties and is not to be construed as changing any terms and conditions of the Agreement which are not specifically set forth herein. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.

6. **Inconsistent Provisions.** To the extent that any of the provisions of this Amendment are inconsistent with any of the provisions of the Agreement, it is the intention of the parties that the provisions of this First Amendment shall supersede and apply in lieu of such inconsistent provisions.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals on the day and year aforesaid.

ATTEST:

CHARTIERS VALLEY SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST:

A. J. MYERS & SONS, INC.

By: _____

Printed Name: _____

Title: _____

Dated: _____