

CHARTIERS VALLEY SCHOOL DISTRICT

**AGREEMENT FOR CONTRACTED
SCHOOL BUS SERVICES**

With

A.J. Myers and Sons, Inc.

July 1, 2020-June 30, 2023

STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between Chartiers Valley School District with a principal office at 2030 Swallow Hill Road, Pittsburgh Pennsylvania, 15220, hereinafter called “the District” and A.J. Myers & Sons, Inc., with a principal office at 13413 State Route 422, Kittanning, PA 16201, hereinafter called “the Contractor.”

WHEREAS, the District issued a Solicitation for Bid for student transportation services; and,

WHEREAS, the District has selected the Contractor to provide the pupil transportation services described herein; and,

WHEREAS, the Contractor desires and is able and prepared to provide such transportation services; and,

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. SCOPE AND PURPOSE

- A. Transportation of Chartiers Valley School District students is a specialized function. The Contractor will be responsible for providing and managing drivers, and transporting school students to and from school on each school day, as established by the respective calendars of the schools. The essence of this student transportation agreement is that the students of the District be transported to and from school regularly, promptly, safely and without interruption or incident. The students’ interest in transportation takes precedence over the interests of either the Contractor or of the District. For the protection of the children, all Contractor provided bus drivers must be of stable personality and of the highest moral character. The District places and the Contractor accepts the full responsibility of assuring such qualities in personnel upon the Contractor. Therefore, all required security and background checks must be satisfactorily completed in accordance with law.
- B. Under the terms of this Agreement, the Contractor will be responsible for providing and managing Contractor provided bus drivers, subject to the approval of the District. As such, the Contractor must, and represents that it does, have the management expertise, offices and other resources necessary to meet the requirements as outlined herein.
- C. The Contractor agrees to furnish and deliver the specified services, at such time, and in such places, as herein stated; and that all of the services provided shall be subject to inspection and approval of the District. In the event that any of the

services shall be rejected as not in conformity with the terms of this Agreement, the District through any option available, shall obtain such services in proper conformity. All costs incurred by the District or third parties acting on its behalf in such situations shall be borne by, and will be at the expense of, the Contractor.

- D. It is the object of this Agreement to govern and provide for such transportation, regular routes, ad-hoc runs, drivers, and equipment as may be required by the District as contracted services. It is understood by the parties that the need for these services may expand over the course of this School Year. At the outset, it is the District's intention to contract for 32 regular van route(s), as elsewhere identified and compensated as set forth below.
- E. Contractor specifically acknowledges, understands, and agrees that the provisions of this Agreement, including but not limited to those detailed in Paragraphs 4-6 related to Contractor's qualifications, duties, and responsibilities, are considered material by the District, and any failure by Contractor to perform in accordance therewith shall constitute and be regarded by the District as a material breach of this Agreement.
- F. It is understood between the parties to this Agreement that the number and type of vehicles offered by Contractor for each of the respective school years which are listed on Exhibit "A", represent only the minimum number of vehicles District may utilize hereunder. District reserves the right to utilize at least the minimum number of vehicles listed on Exhibit "A" unless otherwise agreed to by the parties in writing. The decision as to the number of Contractor's vehicles that will be utilized by the District at any given time during the term of this Agreement will be made by the District, except as otherwise provided herein. Such decision is final and can be made for any reason whatsoever.
- G. Contractor agrees that the District shall incur no costs for the operation of vehicles other than those set forth in Paragraph 20 hereof.
- H. Contractor agrees that it and all of its employees shall be subject to the District's policies prohibiting sexual harassment in the workplace, regarding smoking, concerning substance abuse and on ethics as a condition of being awarded the Contract and performing under this Contract. The District will make a copy of these policies available to the Contractor upon the Contractor's request.

2. **DEFINITIONS**

For the purposes of this Agreement, the District and Contractor agree that the following definitions shall apply:

"Accepted Vehicle" shall mean a vehicle that meets the requirements of the Pennsylvania Vehicle Code and all regulations promulgated thereunder that may be used for the

transportation of school children and that is properly registered, licensed, and insured for that purpose.

“Employee” shall mean a person under the employ of the Contractor.

“Regular Bus Transportation” shall include the transportation of any and all pupils who are designated by the District to be transported between schools within or near the borders of Chartiers Valley School District and the bus stop assigned to the pupil in school buses with a capacity rating of 18-24, 30-48 or 66-72 passengers. Such transportation shall with exception, be provided for each and every day that school is convened and in accordance with routes and schedules submitted by the District to the Contractor. Regular Bus Transportation shall include Contractor supplied driver services and bus equipment.

“Regular Van Transportation” shall include the transportation of any and all pupils who are designated by the District to be transported between schools within or near the borders of Chartiers Valley School District and the bus stop assigned to the pupil in school vans with a capacity rating of 10 passengers. Such transportation shall be provided for each and every day that school is convened and in accordance with routes and schedules submitted by the District to the Contractor. Regular Van Transportation shall include Contractor supplied driver services and van equipment.

“School Day” shall mean a day when the Chartiers Valley School District’s schools are actually in session providing a full educational program for its students, or a day otherwise designated by the District as a “School Day.”

“School Year” shall mean that period of time beginning with the fall semester (usually August or September) and continuing through the end of the spring semester (usually June), and including summer runs (usually June through August), which summer runs are not guaranteed.

3. SUPERVISION

- A. Contractor will provide a qualified supervisor to coordinate Contractor drivers and Contractor equipment with District provided transportation to ensure the daily efficient operation of student transportation for the District consistent with this Agreement. Contractor’s supervisor shall cooperate fully and coordinate with the Chartiers Valley District’s Superintendent or designee to ensure a safe and efficient transportation system.
- B. The Contractor supervisor shall be the representative of Contractor and must have authority to act on behalf of Contractor. The supervisor will be trained and experienced in the supervision of school bus and school van drivers. All communications given to the Contractor’s supervisor shall be as binding as if given to Contractor. The supervisor will remain on duty until every student on contracted runs has been safely transported to their designated stop. The supervisor will be available 24 hours a day and shall have a pager or other cellular communications

device, and shall provide the District with these telephone numbers at the time of contract execution. In the event that the contact and/or information changes, Contractor shall notify District promptly, in writing of the change, with new, updated information and not later than 24 hours after the change occurs, in any event.

- C. Contractor agrees to furnish any and all reports as may be required, and at the times designated, by the District or its designated representative. Contractor agrees to provide the Superintendent or designee with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this Agreement prior to the opening of school, or whenever new drivers are used, with such verification including but not being limited to: valid school bus driver licenses; physical examination cards; criminal background checks, and other clearances required by law or the District.
- D. Contractor is responsible for the behavior and actions of its employees and agents, particularly with regard to adherence to the transportation policies and regulations of the District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by Contractor. Such violations of policies and/or regulations may, at the option of the District, operate as cause for the termination for cause of this Agreement for the transportation of school pupils without notice.

4. DRIVERS

- A. It shall be the intention of the District to contract for selected transportation of public, parochial, private, charter and special needs school students on each school day as established by their respective calendars. The Contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned field and athletic trips, and non-routine transportation.
- B. Contractor agrees to provide the necessary drivers at its cost and expense to operate each of the Contractor's dedicated vehicles. In addition, the Contractor agrees to timely provide sufficient substitute drivers in order to maintain continuity on District bus runs. Failure to maintain the aforementioned level of drivers shall be sufficient grounds for termination for cause of the Agreement, following written notice from the District and seven (7) days for Contractor to cure such alleged noncompliance prior to any right of termination hereunder.
- C. Every school bus driver provided by the Contractor shall meet all regulations, presently in existence or implemented over the term of this Agreement, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically

administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.

- D. A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District-approved company at the expense of the Contractor for the Contractor's drivers and related personnel who provide student transportation services to the District. Contractor is responsible to comply with all federal, state, and local laws, and District policies, pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the District.
- E. Prior to June 15, 2020, Contractor shall submit a list of all certified drivers and copies of valid driver licenses, physical examination cards and certificates of school bus instruction to the District and agrees to furnish and maintain the following valid clearances for each of its drivers who shall provide transportation services to the District, in accordance with Pennsylvania law: Pennsylvania Criminal History Background Check, Pennsylvania Child Abuse History Clearance, FBI Criminal History Check, PDE-6004 Arrest/Conviction Report and Certification Form, Sexual Misconduct/Abuse Disclosure Release, Pennsylvania Child Abuse and Reporting Training, and any other required clearances to the District for all personnel under the Agreement, including but not limited to all drivers, *before* drivers are allowed to transport students. If any of the aforementioned items expire, the driver shall be immediately suspended from providing student transportation. If, at any time, a driver's clearances become invalid for any reason, Contractor shall suspend driver from providing student transportation, timely identify an acceptable substitute driver and, as soon as reasonably possible, notify the District of the same. Contractor or its employee is responsible for all costs associated with the above referenced items.
- F. For each following year of this Agreement, Contractor agrees to submit a list of all certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District prior to the start of each School Year and thereafter, to update as new drivers are added, or the status of existing drivers' changes. Additionally, the Contractor agrees to furnish and maintain valid clearances in accordance with Pennsylvania law and as identified above in paragraph F. Before June 15 annually, Contractor will provide a listing of any driver for whom any of the above referenced items will expire during the upcoming School Year. If any of the above items or clearances expire, the driver will be immediately suspended from transporting students until a valid item(s) is provided to, and verified by, the District. Contractor or its employee is responsible for all costs associated with the above-referenced items.
- G. Prior to any newly hired driver providing transportation services to the District on behalf of Contractor, Contractor agrees to submit a listing of such newly certified drivers, including copies of driver licenses, physical examination cards, and

certificates of school bus instruction for each, to the District prior to said drivers being assigned to the District. Additionally, the Contractor agrees to furnish and maintain valid clearances in accordance with Pennsylvania law: Pennsylvania Criminal History Background Check, Pennsylvania Child Abuse History Clearance, FBI Criminal History Check, PDE-6004 Arrest/Conviction Report and Certification Form, Sexual Misconduct/Abuse Disclosure Release, Pennsylvania Child Abuse and Reporting Training, and any other required clearances to the District for all personnel under the Agreement, including but not limited to all drivers, before drivers are allowed to transport students.

- H. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus/van run for the purposes of route familiarization and to maintain the highest level of student services. It is the express desire of the District that the rate of driver turnover be minimized.
- I. Annually, all personnel, including drivers, assigned to perform services under the contract shall be subject to approval by the District's School Board prior to being assigned to the District routes by the Contractor. The District retains the right to evaluate the drivers and all other personnel employed by the Contractor for the performance of the contract by any and all reasonable means.
- J. Contractor will comply with a request by the District to reassign or remove any driver who, in the District's opinion and discretion, is not qualified to operate a school bus/van, or who cannot properly control students.
- K. Contractor agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania and the United States Equal Employment Opportunity Commission.
- L. Contractor will require each driver to have an annual physical and tuberculosis test. Certification that each driver has successfully completed the tests must be shared with the District, annually. Contractor or the employee is responsible for all costs associated with the above referenced items.
- M. Drivers must dress appropriately and maintain personal hygiene suitable for working around children.
- N. Drivers must conduct a pre-trip and post-trip inspection of each vehicle being utilized by the District. Contractor must institute a procedure to document and maintain these inspections, and ensure that these inspections occur each day of operation.

5. LICENSES

Contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such license shall be the sole responsibility of the Contractor and/or the drivers under its employ.

6. BUS ROUTES AND BUS STOPS

- A. Contractor understands and agrees that the transportation provided under this Contract is based on a time schedule and that such schedule is a material term of the parties' Agreement. Therefore, Contractor agrees to comply with such schedules within reason, and to provide enough substitute drivers and vehicles to cover absenteeism and vehicle breakdowns.
- B. Contractor agrees that the repeated failure to adhere to the schedule will constitute a breach of this Contract. At the discretion of the Superintendent, or her designee, this provision will not apply to adverse weather conditions, "acts of God," and other emergencies.
- C. An operating time schedule for each run shall be provided by the District. These schedules shall be carried in the bus/van and provided to the schools. The time schedule may be modified by the District as the occasion demands, but only after due notice has been given to parents and Contractor. In addition, finalized student rosters will be provided to the Contractor by the District, and to all schools serviced, by the 15th of July each year.
- D. The District, in conjunction with Contractor, will establish and prepare all bus/van routes and stops at the beginning of the School Year. Contractor shall work with the District to provide the most efficient and cost-effective routing for all runs transported. The schedule will coincide with each school's starting and dismissal times.
- E. Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time.
- F. Bus routes and bus stops may be modified at the sole discretion of the District. Contractor shall not deviate from the designated routes or stops, except by prior written consent of the District or in an emergency. In the case of an emergency, any deviation shall be reported promptly to the District.
- G. The Superintendent or designee shall have the sole responsibility for altering, delaying, or canceling bus service during inclement weather. Contractor further agrees to abide by the decision of the Superintendent or designee, and to operate on the assigned schedules and routes.

- H. Contractor understands and agrees that continuity of drivers and assignments is essential, and that failure to maintain reasonable continuity shall be sufficient grounds for termination following written notice from the District and seven (7) days for Contractor to cure such alleged noncompliance prior to any right of termination hereunder. The District reserves the right to determine what constitutes “reasonable.”
- I. Changes to bus/van routes and stops will be minimized. These changes will occur when issues or concerns are brought to the District’s attention. Examples of such issues or concerns include, but are not limited to: parent complaints; safety concerns; construction; or directives from law enforcement officers, state officials or municipality officials. Any change will require the District’s approval.
- J. The Board reserves the right to revise any and all routes to suit the educational program at any time and such revision shall be deemed an ordinary part of the Agreement.
- K. The District and Contractor shall schedule all routes to keep students safe and ensure arrival prior to the beginning of the school day. Routes shall be scheduled in a manner so as to permit students’ arrival in the morning to allow for their participation in any District-operated breakfast programs. Additionally, routes shall be scheduled to permit the students’ return to their respective bus stops within a reasonable time after dismissal.
- L. The District may require Contractor to make additional stops to accommodate its needs, such as stops that combine with or are absorbed into existing routes during idle times when Contractor’s vehicle(s) are available to provide services. An additional stop, route and drop location may be a required service, offered at no additional cost to the District.
- M. Contractor shall use its best efforts to remain able to accept up to twenty (20) additional runs throughout each School Year for students who are enrolled after the beginning of the School Year, for each year of this Agreement. Additionally, Contractor agrees to transport all such students within five (5) days from the date the request is made in writing by the District, subject to the rates and other terms and conditions of this Agreement. Contractor understands and acknowledges that this provision is a material term of this Agreement. Following written notice from the District and Contractor’s opportunity to cure within seven (7) for such additional transportation services as provided hereunder, should Contractor be unable to provide such additional service, the District shall have the right, at its sole election, to seek reimbursement from Contractor for any additional sums expended by the District to secure replacement transportation services beyond that which it would have paid Contractor to meet its needs herein.
- N. Contractor is prohibited from rejecting any runs agreed to by the parties, during the pendency of this contract, except for the reasons set forth in Paragraph 22 hereof.

Such agreement shall be formed as follows: the District shall provide Contractor with written notification of its need for additional run(s); Contractor shall provide the District's Business Manager with proposed order of change in response thereto; and upon receipt of Contractor's order of change, the District's Business Manager shall provide Contractor with a written purchase order for the same. Compliance with this provision is a material term of this Agreement. Should Contractor refuse or be unable to comply with the requirements set forth in this provision following written notice from the District and a seven (7) day period within which Contractor may cure such alleged noncompliance, the District shall have the right, at its sole election, to terminate this Agreement, or to seek reimbursement from Contractor for any reasonable additional sums expended by the District to secure replacement transportation services to meet its needs herein.

- O. By the 15th day of each month of this Agreement, Contractor shall provide to the District, electronically, any and all information necessary to prepare the District's mandatory annual reporting on its student transportation services to the Pennsylvania Department of Education, including all supporting documentation that may be required for an audit. Should Contractor refuse or be unable to comply with the requirements set forth in this provision following written notice from the District and seven (7) days within which the Contractor may cure such alleged noncompliance, the District shall have the right, at its sole election to terminate this Agreement.

7. VEHICLES PROVIDED

- A. School buses and all other vehicles used in the performance of the Agreement shall at all times conform to the Standards for School Transportation Vehicles approved by the Bureau of Traffic Safety, Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. All school buses used by the Contractor will be fully compliant with all federal school bus construction standards. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- B. Contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles. Contractor will also supply additional buses to provide for special services, such as field and athletic trips, and non-routine transportation, as requested by District.
- C. Contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and van utilized under the Agreement at its own cost.
- D. Contractor shall furnish daily interior cleaning. Exterior cleaning will be performed at least twice a month from September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies

discovered on any vehicles or equipment to be utilized under the Agreement. Under no condition may an unsafe bus be used to transport students. Contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to District officials.

- E. District retains the right, but has no obligation, to inspect the school buses and all other vehicles to ensure safety compliance.
- F. All vehicles assigned to regular daily routes shall be no older than twelve (12) years at the end of the School Year in use. At least twenty percent (20%) of the fleet shall be zero (0) to four (4) years old, and forty percent (40%) shall be nine (9) to twelve (12) years old. Buses older than twelve (12) years may be retained for use as spares, if designated as such at the start of the School Year. Daily use of spare buses will be kept to a minimum and the District will be notified in writing when this occurs.
- G. It is understood and agreed to by both parties that the Contractor when engaged in one or two hour delays for the start of classes will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, Contractor will do short first runs to be sure that vehicles can complete their routes.

8. SAFETY PRECAUTIONS

Contractor shall require all drivers to comply with the following safety precautions:

- A. All traffic regulations must be observed at all times.
- B. Each driver is expected to remain with the bus at all times whether at a school building or on the route.
- C. Driver shall not use earbuds, ear or headphones, a cell phone or any other device at any time during the course of transport of school students that would, in any manner, cause, or make it more likely for a driver to be, distracted from driving, driving or roadway conditions, or from monitoring the safety and well-being of the students in his/her care, custody and control
- D. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Pennsylvania Motor Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times.
- E. Each driver shall use the greatest care to guard the children, prevent overcrowding, and maintain order in the bus at all times. Any child refusing to obey the driver

shall be reported to the school administration using the bus conduct forms provided by the District.

- F. All children riding on the buses must be transported to their designated stops.
- G. No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children pursuant to this Agreement, shall provide adequate seating for each student with no standees permitted.
- H. There shall be no eating (food and/or drinks) in any of the vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractor will enforce all applicable District policies, including the requirement that there is no smoking allowed at any time on school buses used in the District.
- I. In the event the District would institute any additional safety standards for the transportation of students, Contractor agrees to install and/or implement such safety enhancements. Any additional costs will be the responsibility of the District.

10. VEHICLE EQUIPMENT

- A. Contractor will install and maintain either a two-way radio or a mobile phone in good working order in all vehicles used under this Agreement and for the duration of this Agreement. The two-way radio or mobile phone must provide contact at all times with Contractor's administrative offices. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this Agreement.
- B. Contractor agrees that all vehicles will be equipped with working audio and video recording devices. Contractor agrees that it will retain such audio/video recordings for a minimum of seven (7) days, and will furnish upon request of a District official, such audio/video recordings in DVD or other technological format readily viewable with standard office equipment to the District within one (1) business day of the District's request for the same.
- C. Contractor agrees that all vehicles will be equipped with GPS equipment and technology for the purposes of monitoring and evaluating Contractor's performance of its duties under, in compliance with, the terms of this Agreement. Contractor agrees, at any and all times during the term of this Agreement, to, at a minimum: (a) install GPS equipment on any and all vehicles covered by this Agreement; (b) to perform necessary maintenance activities on the GPS equipment; (c) to allow and facilitate "live" or real time monitoring of any and all such GPS equipment to the District or its agents; and (d) in the alternative to live or real time monitoring, to allow the District or its agents access to the GPS equipment data within one (1) business day of such a request.

11. PUPIL SUPERVISION

- A. The District delegates to the Contractor the necessary authority to supervise and control students on contracted buses and vans in accordance with the District's rules and regulations.
- B. Authorization shall not include corporal punishment or the right to eject any offender under circumstances other than those that present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the student's building administrator with a copy forwarded to the Superintendent or designee.
- C. Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- D. No other person other than a school student shall be transported in a school bus/van except the following: a teacher; an accompanying aide or other school official designated by the District; or, a Contractor's trainer, safety personnel, or trainee. All other persons must have prior approval of the District before riding District designated vehicles. Nothing except passengers and their belongings shall be transported in the school vehicles while it is engaged in transporting pupils to and from school. No form of written communication shall be distributed by Contractor or its employees to student passengers without prior approval of the District.

12. STUDENTS WITH SPECIAL NEEDS

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

13. RIDERS

- A. When schools are dismissed early or regular dismissals experience adverse weather conditions, Contractor's supervisor will remain on duty until every student on contracted runs has been safely transported to his/her designated stop. Contractor's supervisor will be available by phone to answer all parent inquiries about the status of riders, vehicles, and transportation service on contracted runs as well as to answer inquiries from District personnel.

- B. Contractor shall comply with the state mandates for school bus evacuation drills, submit reports on time, cooperate fully with school principals for the scheduling of the evacuation drills, and pay any of the costs related to the evacuation drills. Contractor shall also provide simultaneously two school buses for each contracted run for each evacuation.
- C. Contractor and Contractor's staff are responsible to assist parents/guardians of students on contracted runs who did not get on the correct vehicle or did not get off at the correct location. Contractor and Contractor's staff will be responsible for the resolution of such problems in cooperation with Superintendent or designee.

14. RIGHT TO CONTRACT WITH OTHERS

The District reserves the right to contract with parents, guardians, and others for the transportation of pupils.

15. APPLICABLE LAWS, REGULATIONS AND POLICIES

- A. Contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws, and the policies, rules and regulations of the District. The District will provide Contractor all applicable school policies.
- B. Contractor and District shall be bound by all rules and regulations now in effect or hereinafter adopted by the Federal Government, the above-mentioned agencies of the Commonwealth of Pennsylvania having jurisdiction over transportation of students, and the District.
- C. Any Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. INDEPENDENT CONTRACTOR

It is understood that the Contractor is an independent contractor and not an officer, agent or employee of the District while engaged in, carrying out, and complying with, any of the terms and conditions of the Agreement.

17. REPORTING REQUIREMENTS

- A. District Reports – Contractor shall complete any and all necessary forms furnished by the District as often as required by the District for the proper administration of the Agreement and to provide such information to the District as is necessary to evaluate the operation of this Agreement and the transportation system established hereunder. Such information shall be provided to the District within fifteen (15) days of each request, or within a mutually agreed upon time.

- B. State Reports – Contractor shall provide the District with all information essential to the completion and submission of the Pennsylvania Department of Education Transportation Reimbursement Application and any other required documents. In addition, Contractor will keep and file with the District any records and reports which the School District may reasonably require.
- C. Vehicle Information –
- i. Contractor must provide an annual report to the District that includes: year of manufacture for every vehicle; the seating capacity; the vehicle identification number; the title number; the license plate number; and all other applicable vehicle identification information.
 - ii. Contractor shall provide any and all vehicle safety and maintenance records at the time of Agreement execution, when additional vehicles are provided for District use, and at any other time, when requested by the District.
- D. Accident Information – Contractor will immediately notify the District of any accident involving a vehicle covered under this Agreement.
- i. Contractor will investigate immediately all accidents involving school vehicles under Agreement with District.
 - ii. Contractor will notify the Superintendent or designee; appropriate building principal and parents (if necessary) immediately when an accident occurs involving District students, staff, or vehicles.
 - iii. Include in the notification the name of every person on the vehicle at the time of the accident including information about possible injuries, and other information requested by the appropriate law enforcement agencies.
 - iv. Submit a detailed, written report to the Superintendent or designee within 24 hours of an accident. Submit on time all other mandated reports.
 - v. Notify the Business Administrator of the Chartiers Valley School District as soon as possible about any accidents involving injury and property damage.
- E. Discipline – Bus conduct reports must be completed by the driver and given to the student’s building administrator with a copy forwarded to the Superintendent or designee immediately.

18. NON-TRANSFERABLE CONTRACT

This Agreement shall not be transferred, subcontracted, or assigned without the prior approval of the Board and the written consent of the District. Where Contractor is a corporation and where there is a sale of fifty percent (50%) or more of the stock or assets of the corporation, other than inter-family transfers of stock, the Agreement shall be terminable at the option of the District. Where Contractor is a partnership or sole proprietorship, a sale of fifty percent (50%) or more of ownership of the business shall be cause for termination of the Agreement, at the option of the District. An assignment for the benefit of creditors or the filing of a bankruptcy or appointment of a receiver shall likewise be cause for termination, at the option of the District.

19. TERM

The Contractor must perform the terms of this Agreement beginning July 1, 2020 and the Agreement will expire on June 30, 2023 (the “Initial Term”), with an option to extend the Agreement for two (2) additional years at the discretion of the District, with terms of the extension to be negotiated by the parties following the District’s exercise of the option to extend. Such option must be exercised by the District within six (6) months prior to the end of the Initial Term, on or before December 31, 2022. Upon mutual agreement, the District and the Contractor may commence negotiations for an extension of the Agreement at any time prior to or upon exercise of the option as provided herein.

20. COMPENSATION

20.1 In consideration for transportation services contained in this Agreement, the District will pay Contractor the rates set forth below, for up to 4.5 hours of transportation time/day and fifty-five (55) miles/day (“Regular Daily Route Transportation”):

Regular Daily Route Transportation (66-72 Passenger Bus)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$330.00	\$339.90	\$350.10	\$360.60	\$371.42

* Includes Regular Bus Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (Wheel Chair Lift Mini Bus)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$275.00	\$283.25	\$291.75	\$300.50	\$309.52

* Includes Regular Bus Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (30-48 Passenger Bus)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$275.00	\$283.25	\$291.75	\$300.50	\$309.52

* Includes Regular Bus Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (18-24 Passenger Bus)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$270.00	\$278.10	\$286.44	\$295.03	\$303.88

* Includes Regular Bus Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (10 Passenger Van)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$215.00	\$221.45	\$228.09	\$234.93	\$241.98

* Includes Regular Van Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (7 Passenger Van)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$210.00	\$216.30	\$222.79	\$229.47	\$236.35

* Includes Regular Van Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (Mid-Day Run)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$100.00	\$103.00	\$106.09	\$109.27	\$112.55

* Includes Regular Van Transportation provided by Contractor on a substitute basis.

Regular Daily Route Transportation (Aide)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$80.00	\$82.40	\$84.87	\$87.42	\$90.04

20.2 For any transportation services performed by Contractor hereunder that exceed the Regular Daily Route Transportation, the District agrees to pay the following rates to Contractor:

- A. Any mileage over 55 miles/day will be charged at \$2.75 per mile (or portion thereof) per vehicle per day, and
- B. Any hours over 4.5 hours/day will be charged at \$55.00 per hour (or portion thereof) per vehicle per day.

21. PAYMENT

Payment for services will be made by the District on a monthly basis, based on invoices submitted by the Contractor at the negotiated rates listed above. Invoices should be submitted to the Administrative Offices no later than the 5th business day of the following month for payment and will be remitted within 30 days of receipt.

In the event the COVID-19 pandemic impacts the transportation of students at the start of the 2020-2021 school year and throughout the duration of the Term of this contract, the

parties may, upon mutual agreement to do so, renegotiate the terms of this Agreement, including payment by the District to Contractor for amounts related to Contractor's personnel and fixed costs to ensure Contractor is able to continue service to the District, immediately following the disruption of services, provided that Contractor provides weekly proof that it has: 1) maintained, and not furloughed, its complement of employees sufficient to meet the District's needs; 2) maintained its fleet of vehicles in full operable and insurable condition; and 3) remained current on all other debt obligations it owes as a result of this contractual relationship.

22. **FORCE MAJEURE**

Neither Contractor nor District shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any delay or failure in performance under the Agreement, or other interruption of service or performance, when and to the extent that such failure or delay is directly or indirectly caused by or results from acts beyond the reasonable control of the impacted party, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) acts of civil or military authority or government order, law or actions; (c) acts of public enemy, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) accidents, fires, explosions, earthquakes, floods; (e) national or regional emergency epidemics, pandemics (including but not limited to the current COVID-19 pandemic) or quarantines; (f) failure of transportation, machinery or supplies, vandalism; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

23. **INSURANCE**

- A. Contractor agrees to file with the District, prior to the effective date of the Agreement, satisfactory evidence of insurance provided by insurers, which are acceptable to the District, and that have an AM Best rating of "A+" or greater, in the following amounts and kinds:
- i. Comprehensive General Liability and Property Damage Insurance, with policy limits of not less than One Million (\$1,000,000) for each occurrence, and Two Million (\$2,000,000) in the aggregate, for bodily injury, personal/advertising injury and property damage;
 - ii. Automotive Liability Insurance, covering owned and rented vehicles operated by Contractor, its consultants, agents, servants and employees, with policy limits of not less than One Million (\$1,000,000) combined single limit;
 - iii. Umbrella or Excess Liability Insurance, with policy limits of not less than Five Million Dollars (\$5,000,000);

- iv. Workers' Compensation and Employer's Liability Insurance, in accordance with the applicable Pennsylvania state and federal statutory minimum requirements; and
- v. Employment Practices Liability Insurance, with a policy limit of not less than One Million (\$1,000,000).

No such required policy shall contain a policy provision or an endorsement that excludes from coverage claims, inquiries and/or damages arising out of, or in any way related to:

- i. Sexual harassment;
- ii. Sexual assault or molestation; or
- iii. Any other form of sexual abuse

whether alleged to be actual, threatened or intended.

- B. The Certificates of Insurance obtained by Contractor will identify the District as a named, additional insured and certificate holder on all applicable policies of insurance where such designation is allowed by law.
- C. The Certificates shall contain a provision that the coverage afforded under each policy will not be canceled or materially changed, unless at least ninety (90) days prior written notice has been given to the District.

As verification of requisite insurance, Contractor shall provide to the District for each such insurance required above, sufficiently prior to execution of the parties' Agreement:

- i. Evidence of a Certificate of Insurance, written on an ACORD form, or other form acceptable to the District Solicitor, as agreed in advance; and
 - ii. Police Endorsements identifying the District as a named additional insured on the policies of insurance.
- D. The coverage afforded under each policy of insurance must be in effect for the duration of the Agreement, and shall run concurrently with the effective dates of the Agreement. There are no exceptions to this provision, unless specifically approved in writing by the District. Proof of this insurance shall be communicated to the District's Business Office annually and at such times as change and/or policy renewal occurs.

Contractor shall secure from its insurance agent, broker, producer and insurer, evidence, in letter form with appropriate signatures of persons with authority to bind each, that the Agreement with the District is an "insured contract" as that term is defined or commonly understood in the insurance industry, and therefore, the Agreement between Carrier and

the District is an exception to the “Contractual” exclusion under all required policies of insurance.

24. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the District, its Directors, Officers, Administrators, Board members, agents, servants, and employees with counsel of the District’s own choosing, from and against any and all claims, demands, suits, losses, damages, verdicts, and/or judgments whatsoever, including without limitation any claims by third-parties to costs, reasonable litigation expenses, reasonable counsel fees, and liabilities arising from or in any way related to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, its agents or employees, in the performance of the Agreement.

25. DISCRIMINATION PROHIBITED

Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the Contractor agrees that:

- A. In the hiring of employees for the performance of work under this Agreement, neither Contractor nor any person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. Neither Contractor nor any person on its behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of gender, race, creed or color.
- B. This Agreement may be cancelled or terminated by the District and all money due or to become due hereunder may be forfeited for a violation of the discrimination terms or conditions of the Agreement.

26. HUMAN RELATIONS ACT

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744, (43 P.S. §951, *et. seq.*) of the Commonwealth of Pennsylvania prohibits discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. Contractor agrees to comply with the provisions of the Act, as amended, which is hereby made part of this specification.

27. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

28. EXTENSION AND MODIFICATION

Subject to the provisions of Paragraph 19 hereof,

- A. The District and Contractor may extend or otherwise modify the terms of the Agreement, in whole or in part, as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.
- B. Upon mutual agreement, the District and Contractor may commence negotiations for an extension of the Agreement at any time during the Agreement.

29. FORFEITURE

- A. If Contractor fails to materially comply with the terms of the Agreement, including to provide adequate and satisfactory home-to-school, field and athletic trip, and other non-routine transportation services, the District may cancel the Agreement following written notice from the District and seven (7) days within which Contractor may cure such alleged noncompliance, and procure services elsewhere. The District may, in its sole discretion, offset subsequent payments and/or call for the forfeiture of the Performance Bond.
- B. If Contractor fails to materially comply with the provisions of the Agreement, Contractor shall not be paid for those days in which it fails to provide transportation services or materially fails to comply with the required time schedule, and should the District be able to obtain such transportation services elsewhere, Contractor shall additionally be liable for and, upon submission of an invoice by the District, shall pay the additional cost to the District of obtaining the transportation services above the contractual rate in effect between Contractor and the District.

30. SUSPENSION OR TERMINATION

- A. If the District fails to make payments to Contractor in accordance with the parties' Agreement, such failure shall be considered substantial nonperformance and Contractor may, upon fourteen (14) days written notice to the District, and an additional fourteen (14) day cure period, suspend performance of services under this Agreement. In the event of a suspension of services, Contractor shall have no liability to the District for delay or damage caused the District because of such suspension of services. Before resuming services, Contractor shall be paid all sums due prior to suspension.
- B. When the Agreement is terminated by the District for cause because of Contractor's failure to perform, payment to Contractor may be withheld by the District to be used by the District to pay for substitute services or for damages to the District that may be caused by Contractor's breach of contract.

- C. The District may, at its sole option, terminate this Agreement for the District's convenience, and for reasons other than Contractor's breach or default, upon not less than sixty (60) days' written notice to Contractor; provided, however, that such written notice contains the District's reason(s) for termination, and Contractor is given thirty (30) days within which Contractor to rectify, if possible and to the District's reasonable satisfaction, the reason(s) giving rise to the termination. The parties agree that termination pursuant to this subparagraph shall not be a result of the District's identification of a Contractor able to provide services at a cost less than that set forth in Paragraph 20 above.
- D. In the event of termination not the fault of Contractor, or termination for convenience by the District, Contractor shall be compensated for all services performed prior to the effective date of termination.

31. DISPUTE RESOLUTION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation in the Court of Common Pleas of Allegheny County, Pennsylvania.
- B. The District and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a third-party mediator upon whom both parties can agree. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a Complaint but, in such event, mediation shall precede litigation, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or by Court order.
- C. The District and Contractor shall share the mediator's fees equally. The mediation shall be held in the District Administrative Offices, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.
- D. If the District and Contractor do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in the Court of Common Pleas of Allegheny County, PA.

32. NOTICES TO PARTIES

All notices to be given to the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail. Either the District or the Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

Notices to the District shall be addressed to:
Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh, Pennsylvania, 15220

Notice to the Contractor shall be addressed to:
A.J. Myers & Sons, Inc.
Attn: William L. Myers
13413 State Route 422
Kittanning, PA 16201

33. ELECTRONIC SIGNATURES/COUNTERPARTS

The parties agree that facsimile or other electronic signatures on this Agreement shall be deemed to be original signatures and, as such, shall be fully binding upon the parties. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

34. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between the District and Contractor other than those contained in this Agreement. This Agreement supersedes any and all other agreements, either orally or in writing between Contractor and the District with respect to its subject matter. No agreement, statement or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding unless in writing and signed by all parties to this Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in duplicate by their duly authorized representatives this 10 day of July, 2020.

ATTEST:

Gerard Pistelli

CHARTIERS VALLEY SCHOOL DISTRICT

[Signature]
Signature of Authorized Representative

Emily Eckman
Printed Name of Authorized Representative

Board Treasurer
Title

7/10/2020
Date

ATTEST:

(CONTRACTOR)

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in duplicate by their duly authorized representatives this _____ day of _____, 2020.

ATTEST:

CHARTIERS VALLEY SCHOOL DISTRICT

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date

ATTEST:

(CONTRACTOR)

James M. Myers

William L. Myers
Signature of Authorized Representative

William L. Myers
Printed Name of Authorized Representative

Secretary
Title

7-10-2020
Date

EXHIBIT A

SUMMARY OF VEHICLES TO BE USED BY CONTRACTOR

[Parties to prepare exhibit with minimum number and type of vehicles to be used]