

Addendum
Agenda – School Board Meeting
Penn Manor School District
Monday, February 6, 2017
Manor Middle School – Board Room

Item 5. **Consent Agenda for Administrative Actions– The administrative staff is recommending approval of the following:** (ROLL CALL)

A. Conestoga Elementary Project Change Orders - (see pages 2-3)

Change Order 1 - Add \$3,587.39 Myco Mechanical, Inc. (Plumbing)

Explanation: To relocate existing roof drains to clear newly constructed firewalls. (unforeseen condition)

Change Order 1 – Add \$12,921.21 Perrotto Builder’s Ltd. (General Contractor)

Explanation: To provide site fencing per Township request, to provide a steel angle per shop review, to change tube steel size per RFI, to raise existing masonry wall due to unforeseen conditions.

B. Transportation Contract with Faithful Transportation, LLC – (see pages 4-18)

Explanation: To provide transportation and bus aide services for special needs students for the remainder of the current school year at the current daily rate of \$214.



Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Myco Mechanical, Inc.
Address: 1 North Washington St
Address:
City, State, ZIP: Telford, PA 18969

Project : Conestoga ES
Address: Additions and Renovations

Change Order No: 1
Date: 12/14/2016

Architect's Project No: 2873

The contract is changed as follows:

Contract Type: Plumbing Construction

Contract Date: 6/21/2016

Add	\$3,587.39
Deduct	

ADD \$3,587.39 to the contract amount for the following:	
PCO #1 - Relocate existing roof drains in C101 and C113 to clear new fire wall per RFI 9/50	\$3,587.39

Additional Documentation Attached

This Change Order is not valid until signed by the Owner, Architect, and Contractor.

Original Contract Amount	\$	694,000.00
Net Change by previous Change Orders	\$	-
Contract Amount prior to this Change Order	\$	694,000.00
Net Change by this Change Order	\$	3,587.39
Contract Amount after this Change Order	\$	697,587.39

Contract Time adjustment as a result of this Change Order _____ Days
Date of Substantial Completion as of this Change Order _____

Architect
Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor
Myco Mechanical, Inc.
1 North Washington St
Telford, PA 18969

Owner
Penn Mnaor School District
2950 Charlestown Rd
Lancaster, PA 17603

By:

By:

By: _____

Date: 12/14/16

Date: 1/4/17

Date: _____

Perrotto

DEC 23 2016

RECEIVED



Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Perrotto Builder's Ltd.
Address: 426 Warren Street
Address:
City, State, ZIP: Reading, PA 19601

Project : Conestoga ES
Address: Additions and Renovations

Change Order No: 1

Date: 12/14/2016

Architect's Project No: 2873

The contract is changed as follows:

Contract Type: General Construction

Contract Date: 6/21/2016

Add	\$12,921.21
Deduct	

ADD \$12,921.21 to the contract amount for the following:

1. PCO #15 - Provide large steel angle as noted during shop drawing review	\$244.13
2. PCO #22 - Provide site fence per Township request	\$7,434.82
3. PCO #24 - Change tube steel size per RFI 36/60	\$342.43
4. PCO #28 - Raise existing masonry wall at media demo line for existing conditions per RFI 47/77	\$4,899.83

Additional Documentation Attached

This Change Order is not valid until signed by the Owner, Architect, and Contractor.


Original Contract Amount	\$	5,940,000.00
Net Change by previous Change Orders	\$	-
Contract Amount prior to this Change Order	\$	5,940,000.00
Net Change by this Change Order	\$	12,921.21
Contract Amount after this Change Order	\$	5,952,921.21

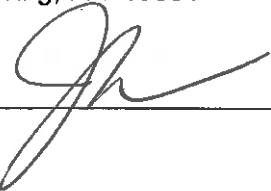
Contract Time adjustment as a result of this Change Order _____ Days
Date of Substantial Completion as of this Change Order _____

Architect
Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor
Perrotto Builder's Ltd.
426 Warren Street
Reading, PA 19601

Owner
Penn Mnaor School District
2950 Charlestown Rd
Lancaster, PA 17603

By: 
Date: 12.15.16

By: 
Date: 12-18-2016

By: _____
Date: _____

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PENN MANOR SCHOOL DISTRICT

2950 Charlestown Rd

Lancaster PA 17603

717-872-9500

TRANSPORTATION OF SCHOOL PUPILS AGREEMENT

TRANSPORTATION CONTRACT

TRANSPORTATION OF SCHOOL PUPILS AGREEMENT

This agreement (hereinafter "Agreement") made this seventh day of February 2017, by and between Penn Manor School District of 2950 Charleston Rd Lancaster PA 17603. Hereinafter, called "DISTRICT", and Faithful Transport hereinafter called "CONTRACTOR."

CONTRACTOR agrees to provide daily transportation for the pupils of the DISTRICT to and from the schools of the DISTRICT and for non-public schools assigned by the DISTRICT and to provide transportation on special occasions as may be required by the DISTRICT according to the terms hereinafter set forth:

1. TERM

- 1.1. INITIAL TERM: The term of the Agreement shall be for a period of four (4) months with the option, upon mutual agreement of both parties, to extend for additional year, beginning February 8th, 2017, and ending June 6th, 2017.
- 1.2. FUTURE AGREEMENTS: Any future agreements between these parties may be negotiated at the request of either party, which request may be made at any time; however, it is the intent of the parties hereto that the latest date by which negotiations are to begin to develop a new agreement is November 15 of the final school year of the Agreement.
- 1.3. FAILURE TO PERFORM: If CONTRACTOR fails to perform any of the terms of this Agreement to the satisfaction of the DISTRICT, the DISTRICT may, at its sole discretion, treat such a default as justifying the termination of this Agreement and may cancel said Agreement without prior notice to the CONTRACTOR without prejudice to any other remedy to which the DISTRICT may be entitled either at law, in equity, or under this Agreement. This paragraph is not intended to impair the DISTRICT's right to exercise its right to terminate this Agreement pursuant to Paragraph 3.1 or 8.1 of this Agreement.
- 1.4. 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 contract. Further, no provision of this Agreement is intended to render the CONTRACTOR or the DISTRICT a partnership or joint venture in the conduct of any business. The CONTRACTOR is responsible for all personnel functions, compliance with local, state and federal employment laws, regulations or ordinances and any related filing requirements, except as otherwise specifically provided in this Agreement.
- 1.5. NON-TRANSFERABLE CONTRACT: The contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the DISTRICT, which consent will not be unreasonably withheld or delayed. This paragraph is not intended to impair the DISTRICT's right to exercise its right to terminate this Agreement pursuant to Paragraph 3.1 or 8.1 of this Agreement.

2. REQUIREMENTS OF SERVICE:

- 2.1. SCHOOL YEAR: The CONTRACTOR shall provide normal to and from school transportation during the year. Currently the DISTRICT's calendar is based on a 180 student-day school year. The calendar may also include Act-80 days and scheduled late starts, or early dismissals, as approved by the Board of School Directors. The program for non-public school students will also be based on 180 days and the actual schedule will depend on the calendars of the schools to which students will be transported.
- 2.2. SERVICES PROVIDED: The CONTRACTOR shall provide all transportation of elementary and secondary pupils to and from school on a timely basis, including the transportation of exceptional children enrolled in special classes and pupils enrolled in area technical schools and private schools. The CONTRACTOR shall provide transportation for students for kindergarten, field trips, activity runs, late runs, and extracurricular transportation as requested by the DISTRICT.

RIGHT TO CONTRACT WITH OTHERS: The DISTRICT reserves the right to contract with Taxi, public transportation, parents, guardians, and others for the transportation of students for special circumstances. Any such DISTRICT contracts with parents or other similar contractors shall not be a breach of this Agreement. The DISTRICT may also continue to use coaches and other DISTRICT employees as drivers on small trip runs for athletics or similar activities. The DISTRICT also reserves the right to use multiple contractors, and at its discretion can assign routes to any vendor as it sees fit, but may not assign a material amount of the routes contracted hereunder, without appropriate compensation to the CONTRACTOR unless the DISTRICT has

terminated for good cause. The DISTRICT shall extend first opportunity to the CONTRACTOR to submit a quote for any student transportation for the DISTRICT.

2.3. ROUTE DEVELOPMENT: The CONTRACTOR shall provide assistance in development of bus routes for daily transportation. Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the DISTRICT prior to utilization. The DISTRICT reserves the right to revise or change any and all routes and the number of buses required hereunder to best suit its needs at any time before or during the school year. Any such revisions shall be deemed an ordinary part of this Agreement. Except in emergency situations or with the prior written consent of School District, CONTRACTOR shall not deviate from the designated route. Any emergency situation shall be reported promptly to DISTRICT. An operating time schedule shall be prepared by DISTRICT in cooperation with CONTRACTOR. This schedule shall designate the time and place of all bus stops and shall be posted in the vehicle and at each location to which pupils are transported. The time schedule may be modified by DISTRICT. The routes will be developed during the summer preceding the school year during which they will be used. The DISTRICT will make every reasonable effort to deliver routes to CONTRACTOR no later than 14 days prior to school opening.

2.3.1. A bus on lay over between runs may not deviate from the most efficient travel path to its next run's starting point. This would be considered to be a false inflation of miles.

2.3.2. Pupils shall be taken on and discharged from the vehicle only at designated stops. No pupils shall be permitted to get on or off the vehicle while it is in motion. No vehicle operator shall start the vehicle or signal the driver of any vehicle, who has stopped in compliance with the provisions of the laws of the Commonwealth of Pennsylvania, to proceed until each pupil has reached a safe place.

2.4. VEHICLES: The CONTRACTOR shall furnish all equipment, vehicles (including spare buses, as back-ups), labor, lubrication, and maintenance and all other materials and services, which are required in connection with the transportation to be provided under this agreement.

The DISTRICT reserves the right to annually adjust the number and capacity of buses to be provided by the CONTRACTOR to best accommodate its regular and special transportation needs. The Contractor will provide a vehicle list to the School District on or before August 1st annually.

2.5. MAINTENANCE:

2.5.1. Contractor shall keep all equipment in first-class condition and in accordance with law and industry accepted maintenance standards. District shall have the right at any and all times to inspect any equipment for purposes of assuring Contractor's compliance with the terms of this Paragraph. Contractor shall, upon request of the District, provide periodic reports summarizing the repairs made to all equipment. Any time a spare bus is required, the CONTRACTOR will properly label the bus with the bus number it is replacing. Magnetized numbers are preferred, but a minimum of a paper taped to windows facing all four sides of the vehicle is required.

2.5.2. In the event of a mechanical failure or breakdown of any bus while in use providing the Service required hereunder, Contractor agrees that a spare bus and driver shall promptly respond to the site of the breakdown for transfer of Students for delivery to destination in accordance with this Agreement.

2.6. INSURANCE: CONTRACTOR shall obtain and maintain

2.6.1. workers' compensation insurance of not less than \$1,000,000

2.6.2. automobile and general liability insurance with limits

5.a for property damage of not less than \$5,000,000 per occurrence and

5.b for bodily injury or death of not less than \$5,000,000 per occurrence

5.c for general aggregate of not less than \$10,000,000

2.6.3. Such insurance shall include the DISTRICT as an additional named insured and shall not be cancelable except upon thirty (30) days' prior written notice to the DISTRICT. CONTRACTOR shall furnish DISTRICT with certificates for the insurance described above. The Contractor needs to have a "waiver of subrogation" under their auto liability, general liability, and worker's compensation policy.

2.6.4. Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the contractor on School District business, so as to handle potential problems on a timely basis in the best interest of both parties.

2.7. INDEMNIFICATION: In addition to the insurance requirements, the contractor shall also defend, indemnify and

hold harmless the School District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect 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 its duties under this Agreement. Contractor's indemnification and hold harmless obligations under this section shall not apply to the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are caused by the negligence or willful misconduct of the District, its agents or employees, however, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the DISTRICT, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act.

2.8. COMPLIANCE: The CONTRACTOR in performing CONTRACTOR's obligations under this agreement shall comply with all governmental and other standards and requirements, including without limitation:

2.8.1. all standards and requirements of

5.a the Public School Code of 1949, as amended, and

5.b the Vehicle Code, as amended

2.8.2. the regulations of the State Board of Education

2.8.3. the regulation of the Department of Transportation, including without limitation, all standards and requirements relating to:

5.a the type and quality of equipment and vehicles

5.b the condition and maintenance of equipment and vehicles

5.c the licensing and inspecting of equipment and vehicles

5.d the manner of operating all equipment and vehicles

5.e the licensing of CONTRACTOR'S employees and agents and

5.f the fitness, competence, physical condition and physical examination of CONTRACTOR's employees and agents and

2.8.4. background checks of CONTRACTOR'S employees and agents under Section III of the Public School Code 24 P.S. § 1-111, and the Child Protective Services Law, 23 P.S. § 6344.

2.9. RULES: The CONTRACTOR in performing CONTRACTOR's obligations under this agreement shall comply with all reasonable rules and regulations as from time to time adopted by the DISTRICT. These include, but are not limited to, the rules included in this contract, Exhibit "B", and the "**Request for Proposal**" as awarded. The DISTRICT shall provide to the CONTRACTOR any DISTRICT procedure, policies, regulations, or other transportation requirements that would materially alter the provisions of this agreement as soon as the information becomes available.

The CONTRACTOR shall provide to the DISTRICT, any Local, State or Federal procedures, policies, regulations, or other transportation requirements, which would materially alter the provisions of this agreement.

2.9.1. The CONTRACTOR shall permit authorized representatives of the DISTRICT or an appropriate governmental agency to inspect and audit all data and records of CONTRACTOR relating to performance, pursuant to this Agreement. CONTRACTOR agrees to maintain all required records for at least seven (7) years after DISTRICT makes payment to CONTRACTOR and all pending matters involving service are closed.

2.10. REPORTS: The CONTRACTOR shall furnish, as necessary, all data in order that the DISTRICT can accurately meet State reporting requirements. Specifically, the mileage sheets used with form PDE- 1043C must be submitted to the DISTRICT by the end of the third week of each month.

2.10.1. Copies of seating assignments and bus rosters shall be submitted to the DISTRICT as requested.

2.10.2. The CONTRACTOR agrees to furnish such reports as may be required and at the times designated by the School District or its designated representative. The CONTRACTOR agrees to provide the Transportation Coordinator with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to valid school bus driver licenses, physical examination cards, and criminal background checks.

2.10.3. All reports requested by the DISTRICT are to be delivered to the DISTRICT within two days of requested due date.

2.11. 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. The DISTRICT reserves the right to review said training program and make alterations to its content and techniques. All Substitute drivers and any regular drivers assigned to transport children with severe allergies shall be given special training concerning the techniques and administering of Epi- Pen and Auvi-Q medication. DISTRICT shall develop applicable procedures for the emergency administration of epinephrine via epi-pen or Auvi-Q to a pupil for anaphylaxis which provides that:

2.11.1. The parents or guardians of the student provide CONTRACTOR and the DISTRICT with written authorization for the administration of the epi-pen or Auvi-Q;

2.11.2. The parents or guardians of the student provide the DISTRICT with written orders from the student's physician or advanced practice nurse that the student requires the administration of epinephrine for anaphylaxis and does not have the capability for self-administration of the medication or may require assistance in administration in some circumstances. The DISTRICT will verify those written orders and will be responsible for communicating to CONTRACTOR that the DISTRICT has received proper orders and the DISTRICT will provide a summary of those orders in a form for use CONTRACTOR and its drivers;

2.11.3. The parents or guardians of the student sign a statement acknowledging their understanding that if the procedures specified in this section are followed, CONTRACTOR, its bus drivers, its bus monitors and other CONTRACTOR personnel shall have no liability as a result of any injury arising from the administration of or failure to administer the epi-pen to the pupil and that the parents or guardians shall indemnify and hold harmless CONTRACTOR, its bus drivers, bus monitors and other personnel against any claims arising out of the administration of or failure to administer the epi-pen or Auvi-Q to the pupil

3. CONDITION OF SERVICE:

3.1. WORK STOPPAGE: In the event that CONTRACTOR's bus drivers announce an intent to strike or engage in a work stoppage, or otherwise engage in such activities, the CONTRACTOR shall immediately notify the DISTRICT regarding the same, and advise whether or not the CONTRACTOR IS capable of providing the transportation services contemplated by this Agreement during any strike or work stoppage. In the event the CONTRACTOR advises it cannot provide the contemplated transportation services due to a strike or work stoppage, or the DISTRICT reasonably determines that the CONTRACTOR cannot provide the contemplated transportation services due to a strike or work stoppage, the DISTRICT, in its sole discretion shall right have the right to either:

3.1.1. immediately terminate this Agreement 30 days from the initial work stoppage due to intermittent or continuing interruption of transportation service due to strike activities, with at least twenty-four (24) hours advance notice to the CONTRACTOR; or

3.1.2. not terminate this Agreement, but make alternative arrangements to provide transportation services to DISTRICT students, and the CONTRACTOR shall be responsible for indemnifying the DISTRICT for all out-of-pocket costs associated with providing such alternative transportation services, including, but not limited to, legal fees, personnel, fuel, vehicle and other costs incurred to provide such alternative transportation services. In the event the District should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the District, the contractor shall pay to the District, in addition to any other accounts payable hereunder, additional administrative costs to the District in the amount of one thousand dollars (\$1000) per day to be deducted from the next payment to the contractor.

3.1.3. These provisions are intended to provide the DISTRICT with remedies for CONTRACTOR'S non-compliance with this Agreement in addition to those set forth in Paragraph 8.1.

3.2. WEATHER: Determination of inclement weather and/or hazard road conditions will be discussed jointly by the DISTRICT and CONTRACTOR, with final decision to be made by the DISTRICT. The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the School District of road conditions when requested. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

- 3.3. **DRIVER REASSIGNMENT AND REMOVAL:** The DISTRICT may request that the CONTRACTOR reassign a bus driver to a different bus route within the DISTRICT, or to be removed entirely from driving duties within the DISTRICT as it deems necessary and appropriate to ensure the safety, security and well being of its students and employees. The CONTRACTOR shall not reasonably withhold its consent to such requests, and the refusal to grant such reasonable requests shall constitute a material breach of this Agreement.
- 3.4. **DRIVER INFORMATION:** A Certified List of all drivers and substitutes shall be provided by August 1st of each year and shall be updated in writing as may be necessary from time to time. All drivers and substitutes, prior to operating a vehicle under this contract, shall register his/her name, address, license number, and background check with the DISTRICT. Inclusion on the list shall be certification of compliance with all requirements. No uncertified driver may drive under any circumstances.

At the onset of this Agreement and prior to the start of any new or additional drivers, the Contractor shall furnish the DISTRICT with proper Certification from all drivers. Photocopies shall be provided for the following:

- a. CDL or Class C Driver's License
- b. CDL Endorsement Card, if applicable
- c. Bus or Van Driver Physical Examination Form
- d. DL-713 Certificate of Completion for a New Driver, if applicable
- e. DL-714 Training Report Form, if applicable
- f. DL-742 Medical Card, if applicable
- g. DL-503, Motor Vehicle Report
- h. Act 34, PA State Police Criminal Record Check
- i. Act 151, Child Abuse History Clearance
- j. Act 114, FBI Fingerprint Report
- k. ACT 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
- l. ACT 126, Mandatory Training for Child Abuse Recognition & Reporting

The DISTRICT has the undisputed right to refuse a driver supplied by the CONTRACTOR who in the sole opinion of the DISTRICT have a record or performance which are unsuitable or not satisfactory to the DISTRICT

The CONTRACTOR is responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the Penn Manor School District. A mandatory drug testing and approved random testing program, as specified by state and federal laws, is required to be performed by a District approved Contractor at the expense of the contractor.

Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of driver turnover be minimal.

- 3.5. **BIO-HAZARD:** All buses operated by CONTRACTOR for any DISTRICT function shall contain equipment to enable CONTRACTOR cleanup of infectious wastes/bodily fluid discharges. All drivers shall be trained in the proper handling and disposition of said infectious wastes/bodily fluid discharges.
- 3.6. **CONTRACTOR EMPLOYEES:** All Drivers shall be employees of the contractor. Contractor acknowledges and will advise its employees that they shall not be entitled to any employee benefits from the District in consideration for the services performed under this Contract, including but not limited to, vacation, disability insurance, health insurance, life insurance, workers' compensation and unemployment compensation coverage, retirement benefits and any other employee benefit. Any and all such benefits shall be the responsibility of Contractor.
- 3.7. **SUPERVISION.**
- 3.7.1. Contractor is responsible for the behavior and actions of its employees, 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 the Contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the District, operate as cause for the termination of a contract for the transportation of school pupils
 - 3.7.2. Contractor will immediately investigate all accidents involving school vehicles under contract to the District. Every accident report shall include the name and seating location of every person on the vehicle at the time of the accident, including information about any possible injuries and information requested by

law enforcement personnel. Contractor shall submit a detailed written report to the Superintendent within 24 hours of an accident. The Contractor shall also submit on time all other requested reports.

- 3.7.3. Contractor shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the Board and/or its designated representative. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct with any Student or in any manner during the course of driving Students. Contractor shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct. Contractor shall not permit its drivers to smoke on the bus, to drink any intoxicating beverage, or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs which may impair the safe operation of bus.

4. COST PROVISION:

- 4.1. INVOICE: The CONTRACTOR shall provide the DISTRICT with monthly invoices for actual transportation services no later than the 15th working day of the month for the previous month's service. The DISTRICT shall pay for services in full no later than forty-five (45) calendar days after the invoice date. Final reconciliation of the actual service will be calculated by the DISTRICT based upon the information provided to complete the PDE 1043, and will be paid no later than June 30 of the ending school year.
- 4.2. ALTERATION: During the term of this agreement, the DISTRICT, may, at its sole discretion, alter the transportation (routes, times, students, trips, etc.) to be provided by CONTRACTOR under this agreement. In the event of an alteration, the compensation to be paid to CONTRACTOR shall be adjusted (increased or decreased) by the DISTRICT as according to Exhibit "A".

5. COMPENSATION

- 5.1. DAILY RATE: The daily rate will be paid by the District for any route that has both an AM and PM run. For daily transportation, the DISTRICT shall pay the CONTRACTOR based on daily rate fee of \$214.00.

6. Legal Provision

- 6.1. CONTRARY TO LAW: In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- 6.2. NOTICE: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail registered and certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement but each party may change his address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mail notices shall be deemed communicated as of three days after mailing.
- 6.3. PERTINENT LAWS: This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Except as otherwise provided, all provisions of this Agreement are subject to modification to bring this Agreement into compliance with existing or any new or amended federal, state or local law and regulation prescribing requirements for the administration or operations of pupil transportation. The District shall notify the Contractor in writing of any such modification required when the District has knowledge of laws or amendments thereto or new laws affecting the administration or operation of pupil transportation services. Any such provision shall be thereupon incorporated into this Agreement.
- 6.4. LAWS OF PA: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania. The parties hereto agree that any dispute arising between the parties, whether under this Agreement or not, shall be filed in the Court of Common Pleas of Lancaster County, Pennsylvania.
- 6.5. FINANCIAL INTEREST: No board member, officer, or other employee of District, during their tenure and for one year thereafter shall have any direct or indirect financial interest in Contractor, this Agreement, or the proceeds thereof.

6.6. LICENSES: The 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.

6.7. BINDING: Subject to the provision regarding assignment, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

It is expressly agreed that the Contractor shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the District, whether oral or written, without the express written consent of District.

6.8. COMPLETE AGREEMENT: This Agreement represents the complete Agreement between the parties with respect to the subject matter set forth herein and supersedes all prior and contemporaneous agreements and understandings, inducements or oral conditions pertaining thereto, expressed or implied, oral or written. This Agreement shall not be modified except by writing duly executed by CONTRACTOR and DISTRICT.

6.9. AUTHORITY TO BIND: The person executing this Agreement on behalf of each party hereby represents and warrants (and acknowledges that each party of this Agreement will rely upon such representations and warranties) that he or she has the full competency, power and authority to bind such entity in accordance with the terms of this Agreement, including, without limitation, any assignment hereunder, and that no further corporate or other action is required to make this Agreement and any assignment hereunder valid and binding.

6.10. DISCRIMINATION PROHIBITED: In accordance with 62, Pa. C. S. A. § 3701, the contractor agrees that in the hiring of employees for the performance of work under this contract, no contractor, or 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. No contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed or color.

6.11. HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, 43 P.S. Section 951, et seq. seq., prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The CONTRACTOR shall agree to comply with the provisions of the Act as amended, and other applicable federal laws and regulations prohibiting similar types of discrimination, in the performance of its duties under this Agreement.

7. FORFEITURE: If the Contractor, at any time during the period of this Contract, fails to perform satisfactorily, or fails to furnish safe and adequate equipment or personnel, including management, or otherwise fails to comply with any of the terms of this Contract, the District may cancel this Contract and procure services elsewhere upon a thirty (30) day written notice to the Contractor. Prior to providing the Contractor with a thirty (30) day written notice of termination, the District agrees to provide the Contractor with a reasonable opportunity to correct any service or Contract deficiency. The term "reasonable opportunity" shall be interpreted as meaning that the Contractor will have no more than ten (10) working days in which to correct the service or Contract deficiency.

IN WITNESS WHEREOF, School District and Contractor intending to be legally bound have hereto set their hands and seals this Seventh day of February 2017.

FAITHFUL TRANSPORTATION

PENN MANOR SCHOOL DISTRICT

BY _____

Contractor

Business Manager

GENERAL SPECIFICATIONS FOR STUDENT TRANSPORTATION

1) FAMILIARIZATION

Each contractor is required to examine the entire proposal plus any issued addendums, including the specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work. The contractor is responsible to perform as many dry runs necessary to create a successful first day of school or any other routing change submitted by the District.

2) MANAGEMENT OF EMPLOYEES

Personnel furnished by the contractor to perform the functions specified in the contract shall be employees of the contractor. The contractor shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax and benefit relating to the employment of such employees as may be required by law. The contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract. Contractor acknowledges and will advise its employees that they shall not be entitled to any employee benefits from the District in consideration for the services performed under this Contract, including but not limited to, vacation, disability insurance, health insurance, life insurance, workers' compensation and unemployment compensation coverage, retirement benefits and any other employee benefit. Any and all such benefits shall be the responsibility of Contractor.

3) DRIVERS

It shall be the intention of the School District to contract for the 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 trips, athletic trips, and band trips.

- a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, 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.
- b) 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. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the Hempfield School District.
- c) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of driver turnover be minimal. The contractor is required to have a driver staffing levels that cover all planned routes plus an additional 10% worth of substitutes.
- d) Drivers will have physical examinations provided at the expense of the driver or contractor.
- e) A Certified List of all drivers and substitutes shall be provided by August 1st of each year and shall be updated in writing as may be necessary from time to time. All drivers and substitutes, prior to operating a vehicle under this contract, shall register his/her name, address, license number, and background check with the District. Inclusion on the list shall be certification of compliance with all requirements. No uncertified driver may drive under any circumstances.

At the onset of this Agreement and prior to the start of any new or additional drivers, the Contractor shall furnish the District with proper Certification from all drivers. Photocopies shall be provided for the following:

- a. CDL or Class C Driver's License
 - b. CDL Endorsement Card, if applicable
 - c. Bus or Van Driver Physical Examination Form
 - d. DL-713 Certificate of Completion for a New Driver, if applicable
 - e. DL-714 Training Report Form, if applicable
 - f. DL-742 Medical Card, if applicable
 - g. DL-503, Motor Vehicle Report
 - h. Act 34, PA State Police Criminal Record Check
 - i. Act 151, Child Abuse History Clearance
 - j. Act 114, FBI Fingerprint Report
 - k. ACT 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
 - l. ACT 126, Mandatory Training for Child Abuse Recognition & Reporting
- f) The contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District before the start of each school year under the contract or prior to the start of service by new drivers. Additionally, the contractor agrees to furnish Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), Act 114 (FBI Fingerprint Report) and any other required clearances for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.
- g) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the District prior to their hiring 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.
- h) The contractor will comply with a request by the District to reassign or remove any school bus driver, who, in the District's opinion, is not qualified to operate a school bus or cannot properly control students.
- i) The contractor agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania and the Equal Employment Opportunity Commission.

4) **VEHICLES PROVIDED**

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation. School buses shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and school mini-vans shall conform to the standards of the Bureau of Traffic Safety. 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. Required state inspections are to be completed annually between June 15th and August 15th.
- b) The contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles. The contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic trips, band trips and field trips.
- c) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and van utilized under the contract at its own cost.
- d) The contractor shall furnish daily interior cleaning. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. The contractor shall also perform daily pre-trip and post-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized

under the contract. Under no condition may an unsafe bus be used to transport students. The contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the Hempfield School District when requested.

- e) The School District retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- f) It is understood and agreed 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, contractors will do short test runs to be sure that their vehicles can complete their routes.
- g) The successful contractor will be required to provide buses and drivers to any or all municipalities of the District in the event of a community evacuation.
- h) All school buses assigned to regular "to and from" routes will have "Hempfield School District" placed on both sides of the vehicle. The District must preapprove the usage of buses labeled "Hempfield School District" for non-District purposes.

5) **SAFETY PRECAUTIONS**

The 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 while students are on the bus.
- c) The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the posted speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the 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.
- d) 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 School District.
- e) All children riding on the buses must be transported to their designated stops.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the manufacturer's standards and as indicated on the "Approved School Bus Sticker." Each vehicle shall have adequate seating for each student with no standing permitted.
- g) There shall be no eating (food 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. Contractors will enforce Hempfield School District policies including the requirement that there is no smoking allowed at any time on school buses used in the School District.

6) **BUS ROUTES AND BUS STOPS**

- a) Bus routes and bus stops shall be prepared and approved by the School District and may be modified at the sole discretion of the School District. The contractor shall not deviate from the designated routes or stops except by prior written consent of the School District or in an emergency.
- b) Operating time schedules shall be carried in the bus and shall be provided by the School District. The time

schedule may be modified by the School District as the occasion demands, but only after due notice has been given to parents and contractor.

- c) The Board reserves the right to add or delete bus routes and the right to negotiate revised prices based on the number of routes added or deleted. If buses are eliminated, the actual savings per bus will be computed on the reimbursable cost of such run, plus or minus the contracted amount above or below the reimbursable cost.
- d) 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 contract.

7) PAYMENT SCHEDULE

The Contractor shall be paid monthly based on submitted invoices for actual services provided over ten (10) consecutive months beginning in September and for the remaining nine months. Payments for the base contract for each school year will be made as follows:

The Contractors shall invoice before the 15th of each month for the previous monthly scheduled services less any fuel adjustments, on a monthly basis and include all supportive data All invoices for the school year must be received in the Transportation Office by June 25th of that school year.

- DISTRICT.
- The CONTRACTOR uses a driver on a student with disabilities route who has not been properly trained as defined by the DISTRICT'S Special Education Department.

8) PUPIL SUPERVISION

- a) The School District delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with School District rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those, which present an immediate danger likely to result in injury. Bus conduct reports will be supplied by the District and must be completed by the driver and given to the student's building administrator with a copy forwarded to the Transportation Office. The Contractor shall handle all disciplinary matters in strict accordance with the School District's policies and guidelines.
- b) Pupils shall be taken on and discharged from the bus only at the designated stops and or other locations 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.
- c) No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Superintendent or their designee. Space will not be reserved for Driver children. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school. Only the bus driver, students, and authorized School District and Contractor staff are permitted on the bus.

9) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the School District of road conditions when requested. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

10) INSURANCE

- a) The contractor agrees that, prior to the effective date of the contract, said contractor will file with the School District evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania and with an AM Best rating of A or better. Verification of the rating, in writing, must be submitted to the District prior to the effective date of the contract. The Certificate of Insurance should indicate that Hempfield School District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- b) The contractor agrees that, prior to the effective date of the contract, said contractor will file with the School Board evidence that a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania and with AM Best rating of A. This policy shall be in effect for the duration of the contract in amounts acceptable to the District.
- c) The contractor will, at his expense, prior to the effective date of the Contract, provide the District with valid and collectible evidence of Business Automobile Insurance for each vehicle in an amount not less than the \$5,000,000 per occurrence for property damage; \$5,000,000 per occurrence for bodily injury or death and \$10,000,000 for general aggregate as evidenced on the standard ACCORD Certificate of Insurance. The Certificate of Insurance should indicate that the District and its Board of School Directors are Additional Named Insured on the policy that provided Business Automobile Liability to the contractor. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. The Contractor needs to have a "waiver of subrogation" under their auto liability, general liability, and worker's compensation policy.
- d) These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.
- e) Worker's Compensation insurance will be required on all employees of the contractor who will be involved in any aspect of the operations contemplated by the contract with the District. Insurance coverage shall be issued by a company with AM Best rating of A or better and provide at least \$1,000,000 in coverage. Verification of the rating, in writing, must be submitted to the District.
- f) The certificate of insurance on the liability and workers compensation naming the District and its Board of School Directors as additional insured must be forwarded to the District prior to the commencement of all contracts.
- g) Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the contractor on District business, so as to handle potential problems on a timely basis in the best interest of both parties.

11) INDEMNIFICATION

In addition to the insurance requirements included as part of the specifications, The contractor shall also defend, indemnify and hold harmless the School District from and against any and all claims, suits judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect 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, it's agents or employees, in the performance of the contract and further agrees to indemnify the school district against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the school district representatives with respect to the performance of the contract.

12) REGULATIONS AND COMPLIANCE

The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, and the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies, rules and regulations of the District.

13) 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 contract

14) NON-TRANSFERABLE CONTRACT

The contract shall not be transferred or assigned without the prior approval of the Board and the written consent of the District.

15) FORFEITURE

- a) If the contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, co-curricular trips, and additional routes, the District may cancel the contract without prior notice and procure services elsewhere.

16) RIGHT TO CONTRACT WITH OTHERS

The DISTRICT reserves the right to contract with Taxi, public transportation, parents, guardians, and others for the transportation of students for special circumstances. Any such DISTRICT contracts with parents or other similar contractors shall not be a breach of this Agreement. The DISTRICT may also continue to use coaches and other DISTRICT employees as drivers on small trip runs for athletics or similar activities. The DISTRICT also reserves the right to use multiple contractors, and at its discretion can assign routes to any vendor as it sees fit , but may not assign a material amount of the routes contracted hereunder, without appropriate compensation to the CONTRACTOR unless the DISTRICT has terminated for good cause. The DISTRICT shall extend first opportunity to the CONTRACTOR to submit a quote for any student transportation for the DISTRICT