

# **PAWAR TRANSPORTATION, LLC.**

## **TRANSPORTATION & PASSENGER MANGEMENT**

### **AGREEMENT FOR SPECIAL EDUCATION TRANSPORTATION SERVICES**

#### **I. Parties**

Pawar Transportation Inc, herein known as CONTRACTOR shall furnish, operate and maintain vehicles for the transportation of pupils another persons such times and places as may be specified by the **Manhattan Beach Unified School District** herein known as DISTRICT. The CONTRACTOR into the DISTRICT shall hereinafter be referred to as the PARTIES.

The CONTRACTOR agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in the said DISTRICT Governing Board relating to the transportation of pupils.

#### **II. Purpose**

Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

#### **III. Scope of Work**

The services to be provided by the CONTRACTOR shall consist of furnishing the required number of vehicles, equipment, staff and supplies for transportation of special education students to and from sites specified by the DISTRICT transportation department and/or Special Education department(s). The transportation services as specified herein shall include special education programs and classes operated by the DISTRICT and/or the Superintendant were his Designee and may also include transportation to programs in classes operated by school districts and nonpublic schools both within and without Los Angeles County.

#### **IV. Contract Terms**

The term of this contract will be from July 1, 2015 through June 30, 2016

#### **V. Renewal**

This contract may be renewed by mutual agreement between the DISTRICT and the CONTRACTOR at the end of the current term not to exceed a total of five (5) years for the entire contract. Failure by the district to provide sixty (60) days written notice prior to the expiration date set forth in Subsection IV, shall cause the current term to be renewed for an additional two (2) years, not to exceed a total of five years.

#### **VI. Termination**

If the CONTRACTOR refuses or fails to perform services as required by the district specifically with regard to the Scope of Work set forth in subsection III, the DISTRICT may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the contractor fails to cure the deficiencies within Thirty (30) days after service of such notice the

3673 Vista Charonoaks  
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contract shall terminate Fourteen (14) business days thereafter. The DISTRICT shall be responsible for payment through the termination date of the contract. Pawar Transportation reserves the right to refuse service. If for any reason, from no fault of district, the parent, school staff, or student becomes non compliant, Pawar Transportation may cancel the contract effective immediately.

If the DISTRICT fails to perform services under this contract, including, but not limited to payment, the CONTRACTOR may terminate the agreement by serving a written notice to terminate. The contract shall terminate thirty (30) days thereafter. CONTRACTOR shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below.

### **VII. Billing Protocols**

#### **A. Payments**

On or about the first business day of each month the CONTRACTOR shall submit invoices for all services rendered under this contract. The DISTRICT shall remit payment to the CONTRACTOR within thirty (30) days after invoices have been submitted to the DISTRICT. Failure to remit payment to CONTRACTOR within the time period specified in this section shall result in a 1.5% interest penalty, compounding daily, for each day payment is late.

### **VIII. Routing**

#### **A. Developing and Maintaining Routes**

The DISTRICT is responsible for assigning all students to the CONTRACTOR to provide Special Education home-to-school transportation. The CONTRACTOR will be responsible for developing, maintaining and scheduling the route to be approved by the Transportation Department and/or Special Education Department(s). Services for such will commence no later than five (5) days from the date of request made by the DISTRICT Transportation Department and/or Special Education Department(s). At no time will CONTRACTOR transfer, or schedule a transfer of any student without approval from either the Transportation Department or Special Education Department(s).

### **IX. Standby Vehicles and Drivers**

The CONTRACTOR shall keep standby vehicles and qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all DISTRICT safety standards.

### **X. Cancellation**

The DISTRICT shall have the option to cancel any scheduled trips upon notification to the CONTRACTOR of at least one (1) hour prior to the scheduled pupil pick up time. Cancellation of routes by either the DISTRICT, pupils, or parents of less than one (1) hour shall result in full payment for the entire trip by the DISTRICT to the CONTRACTOR.

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## **XI. Indemnification**

Each party shall defend, indemnify, save and hold harmless each other, their officers, agents and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided herein due to, or claimed or alleged to be due on the part of either the CONTRACTOR or DISTRICT.

## **XII. Independent Contractor Status**

This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

## **XIII. Force Majeure**

CONTRACTOR shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, fuel embargo by the Government, or any other occurrence, which is beyond the control of CONTRACTOR when satisfactory evidence is presented to the DISTRICT.

Each party has reviewed this document and understands its ability to have said reviewed by counsel.

## **XIV. Signatures**

\_\_\_\_\_  
Representative of District

Dated: \_\_\_\_\_



\_\_\_\_\_  
Representative of Contractor

Dated: \_\_\_\_\_

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