

**ADDENDUM #2 TO REQUEST FOR BID FOR
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS FOR PLAINFIELD
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 202,
February 8, 2022**

- A. Bid Specifications: Item 2 (page 18) – shall be amended as follows and shall read as provided below with the addition of the following language:
- a. CHANGE IN SCOPE:
- i. Minimum Operating Days: This Agreement and Contractor’s rates set forth hereunder contemplate a base term of three (3) years and a minimum of 176 operating days per school year as defined by the District published calendar. District agrees to provide Contractor with reasonable written notice, which shall be no less than seven days, if District changes the school calendar such that the number of minimum operating days falls below 176 days so that the parties may engage in good faith negotiations to adjust Contractor rates prior to the end of the then current school year. If the parties cannot reach an agreement, or if District does not provide Contractor with adequate notice of the reduction in school days, such that a renegotiation of rates prior to the end of the then current school year is impracticable, Board agrees to pay Contractor in accordance with section (iii) below.
 - ii. Reduction in Service: If the average daily number of routes, mid-day runs, shuttles or after school runs is changed by ten percent (10%) or more from the routes determined at the beginning of the school year, Contractor, upon written notice to District, may request an adjustment to rates, which shall be conducted in good faith. If the parties cannot reach an agreement, Contractor may terminate the Agreement upon one hundred and eighty (180) days written notice to District.
 - iii. Cancelled Operating Days: If District cancels any work due to inclement weather (such as, but not limited to, snow, ice, flood, extreme cold/extreme heat), for health or safety reasons, or other emergency situations (including but not limited to pandemics, plagues, political unrest, executive / governmental orders etc.), such that the minimum operating days fall below 176, Board agrees to pay a sum equal to fifty percent (50%) of the Rates for each cancelled route if the District utilizes remote learning during the cancelled in-person day. If, however, there are more than five consecutive cancelled in-person days where remote learning is utilized, for each cancelled day beyond the first five cancelled days, the payments will be reduced to thirty-six percent (36%) of the Rates for each cancelled route, while the parties negotiate long-term remote learning rates, which negotiations shall be conducted in good faith within fifteen (15) days.

- B. Service Requirements and Conditions: Section 15 (page 39) shall be amended as follows and shall read as provided below **(additions are bolded and underlined):**

Service Interruption. In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, **(such as, but not limited to, snow, ice, flood, extreme cold/extreme heat), for health or safety reasons, or other emergency situations (including but not limited to pandemics, plagues, political unrest, executive / governmental orders etc.)** which prevents the Contractor from furnishing service, the School District shall maintain the right to secure and substitute other transportation services.

If the cost of the substitute transportation services is higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that the School District may, at its discretion, elect to make a claim for any such difference against the Contractor's Performance Bond.

If necessary to reschedule the days lost because of the Contractor's failure to perform, the Contractor shall provide bus service in accordance with this Contract for each day rescheduled at no cost to the School District.

- C. Service Requirements and Conditions: Section 19 (page 40) shall be amended as follows and shall read as provided below with the addition of the following language:

Change in Market Wage Conditions. In the event market conditions dictate that employee wage increases are necessary, the District agrees to enter into negotiations with the Contractor to mitigate the financial impact of any increased wages on the Contractor. In the event the District and the Contractor cannot come to a mutual agreement, the Contractor has the right to terminate the Agreement. The Contractor will provide the District with one hundred twenty (120) days written notice.

- D. Service Requirements and Conditions: Section 20 (page 40) shall be amended as follows and shall read as provided below with the addition of the following language:

Change in Law. Notwithstanding any contrary statement in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connections with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in service requirements, change in unemployment insurance benefit requirements, etc.) during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of this Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the Parties cannot come to an agreement, either party may terminate the Agreement upon one hundred twenty (120) days' notice.

To the extent this Addendum conflicts with the bid documents and specifications the terms contained in the Addendum shall control.