

**BUS TRANSPORTATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 22nd day of February, 2016, by and between the Board of Education of Orland School District 135, Orland Park, Cook County, Illinois hereinafter called "DISTRICT," and American School Bus Company \_\_\_\_\_, an Illinois corporation located at 10000 W. 167th Street, Orland Park, IL 60462, hereinafter called "CONTRACTOR"

**WITNESSETH**

**WHEREAS**, DISTRICT has selected Contractor to provide Regular Education Student Transportation Services described herein;  
and

**WHEREAS**, CONTRACTOR desires to provide such services;

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained, the parties agree as follows:

**1. BID SPECIFICATIONS**

CONTRACTOR shall provide Regular Education Student Transportation Services to the DISTRICT in accordance with the Bid Specifications, which are attached hereto and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein. The Bid Specifications, which include the Instructions to Bidders, General Terms and Conditions, Bid Specifications, Personnel Requirements, Qualifications of Bidders, Safety and Discipline, Service Requirements and Conditions, Routes and Schedules, Change of Bus Service Requirement, Award of Bid, Penalties, and all exhibits thereto, as well as the CONTRACTOR'S bid proposal and this Agreement (collectively, the "Contract Documents") shall constitute the full and entire Agreement for the services contemplated hereunder.

**2. COMPENSATION**

In consideration for services provided in the Bid Specifications, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates set forth on the CONTRACTOR'S bid proposal attached hereto.

**3. TERM**

The Agreement shall be for three (3) consecutive school years, commencing July 1, 2016 August \_\_, 2017  
The Agreement may be renewed thereafter as set forth in the Contract Documents and as allowed by applicable law.

**4. ASSIGNMENT**

The services contemplated under this Agreement are deemed to be in nature of personal services. CONTRACTOR shall not assign this Agreement without prior written consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

**5. STATUS OF CONTRACTOR**

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide transportation services only; the personnel records of CONTRACTOR shall not be held or deemed in any way to be the records of DISTRICT or to become the records of the DISTRICT during DISTRICT examination of the records. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

**6. PLACE OF CONTRACT**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. All references in this contract to the "STATE" shall mean the State of Illinois.

**7. SAVINGS CLAUSE: INTENT**

In the event any provision specified herein is 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.

If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the parties hereunder shall cease and neither shall have recourse against the other. This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than CONTRACTOR and DISTRICT. No other party other than CONTRACTOR and DISTRICT, or their authorized successors or assigns, shall have any right or standing to enforce, or to pursue legal action to enforce this Agreement.

**8. EXTENSION AND MODIFICATION**

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties, in accordance with applicable law.

**9. ENTIRE AGREEMENT**

This Agreement, the Bid Specifications published by the DISTRICT, as identified above and attached hereto, and all exhibits, set forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement, the Bid Specifications published by the DISTRICT and the exhibits.

**10. PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL PROPERTY**

CONTRACTOR acknowledges that, pursuant to the Illinois *Criminal Code* (720 TLCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. CONTRACTOR shall ascertain that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify CONTRACTOR if they have been convicted of a sex offense restricting their presence on school property. CONTRACTOR will then provide appropriate and immediate notification to DISTRICT. DISTRICT reserves the right to request the removal from the project of any person, including, but not limited to, employees of CONTRACTOR and subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the CONTRACTOR or subcontractor.

**11. ALCOHOL AND TOBACCO USE PROHIBITED**

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

**12. CONFLICT OF TERMS**

The Bid Specifications are attached hereto and incorporated herein in their entirety as if fully set forth. In the event there is a conflict of terms among the Contract Documents, this Agreement shall control. If there is a conflict of terms between the Bid Specifications and Contractor's bid proposal, the Bid Specifications shall control.

**13. COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all laws, rules, regulations and ordinances applicable to the services provided hereunder and, in addition to all other obligations of CONTRACTOR required hereunder, CONTRACTOR shall indemnify, defend and hold DISTRICT harmless from any loss, cost or damages incurred by a violation of this paragraph.

**14. TERMINATION FOR CONVENIENCE**

The District may, at any time upon one hundred twenty (120) days written notice, terminate the Agreement in whole or in part for the DISTRICT'S convenience and without cause. Termination by the DISTRICT under this paragraph shall be made by a notice of termination delivered to the CONTRACTOR specifying the extent of termination and the effective date.

**15. INDEMNIFICATION AND INSURANCE**

The Contractor agrees to indemnify all Indemnified Parties as set forth in the Bid Specifications, and to obtain and at all times maintain the required insurance at the required levels as set forth in the Bid Specifications.

**18. BID PRICES AND PAYMENT**

The CONTRACTOR shall provide the required goods and or service described in the Bid Specifications for the prices quoted on the Bid Form.

**19. NOTICES TO PARTIES**

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail. Return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO:

Mr. John Bryk  
Assistant Superintendent  
Orland School District 135  
15100 S. 94<sup>th</sup> Avenue,  
Orland Park, IL 60462

Notices to CONTRACTOR shall be addressed to:

Mr. Anthony Benish, General Counsel  
Cook-Illinois Corporation  
2100 Clearwater Drive, Suite 250  
Oak Brook, IL 60523

Either DISTRICT or 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement i  
duplicate the day and year first hereinabove written.

Contractor Name: American School Bus Company

By Thomas M. O'Sullivan  
(Signature of Officer) Thomas M. O'Sullivan

Title Vice President, Contracts & Bids

Date February 22, 2016

Subscribed and Sworn to before me this 22<sup>nd</sup> day of February AD, 2016

Mary J Meyers My Commission Expires: 4-5-18  
(Notary Public)



Orland School District 135

By: [Signature] Date: 4/11/2016  
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