

TRANSPORATION SERVICES CONTRACT

THIS CONTRACT is entered into this ____ day of _____, 2020, by and between the Board of Education of Bloomington School District #13, DuPage County, Illinois ("District"), and Septran, Inc. ("Contractor") (collectively referred hereto as "the parties").

WITNESSETH

WHEREAS, District has requested public bids for the provision of student transportation services ("Services")

WHEREAS, Contractor has submitted a bid for provision of the Services; and

WHEREAS, District has awarded this Contract to Contractor to provide transportation services in accordance with the bid specifications package.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Duration of Contract.** The Contract shall be effective August 1, 2020 and shall continue in force and effect, until July 31, 2023, and for the period thereafter as may be extended by the mutual consent of the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract are the bid specifications as issued by District, the bid sheet(s) submitted by Contractor, and this Contract.
3. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications in the amounts listed in the bid sheet submitted by Contractor.
5. **Complete Understanding.** This Contract sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
7. **Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless NDSEC, each participating District, their respective Boards, and each Board's members, officers, employees, volunteers, and agents (collectively, "Indemnitees") against and from any and all suits, actions, claims, demands, damages, liabilities, losses, costs, expenses, and attorney's fees (collectively, "Loss") in any manner caused by, arising from, or incident to the

transportation services provided by the Contractor, the performance of the contract, or any other acts or omissions of the Contractor or its officers, employees, or agents, except to the extent said Loss is caused by the Indemnitees. Further, Contractor expressly understands and agrees that any Performance Bond or insurance protection required by the contract, or otherwise provided by Contractor, shall in no way limit Contractor's responsibility to indemnify, defend, and hold harmless the Indemnitees as herein provided.

8. **Force Majeure.** In the event Contractor is unable to provide the transportation services as specified in this Contract because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition of cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.
9. **Independent Contractors.** The Contractor and the District acknowledge and agree that they are contractors independent of one another, and that this Contract does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship. The Contractor acknowledges that employees of the Contractor shall not in any case be considered or regarded as employees or agents of the District.
10. **Default or Breach by Contractor.** Upon a default or breach by the Contractor, the Contractor (and its surety, if applicable) shall be responsible for all costs and expenses incurred by the District as a result of such default or breach, including, but not limited to, attorneys' fees.
11. **EEO and Nondiscrimination.** The Contractor shall comply with all laws and regulations pertaining to Equal Opportunity and Fair Employment Practices including the Illinois *Human Rights Act*. The Contractor shall not discriminate against any worker, employee, applicant, or member of the public because of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, or any other characteristic protected by law. Contractor further agrees that this provision will be incorporated by Contractor in all contracts entered into with suppliers, subcontractors, or laborers in connection with this Contract.
12. **Construction.** The language of all parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

Contractor:


Contractor Gary L. Waits Jr.

President

Title

3/3/2020

Date

Board of Education:

Board President

Board Secretary

Date