

HARVEY SCHOOL DISTRICT 152
STUDENT TRANSPORTATION SERVICES AGREEMENT
WITH ALLTOWN BUS SERVICE 2012-13

THIS AGREEMENT is made and entered into as of the ____ day of October, 2012, by and between the Board of Education of Harvey School District No. 152, Cook County, Illinois (“District”), and Alltown Bus Service, Inc., an Illinois corporation (“Contractor”), together called “Parties”.

WHEREAS, District has selected Contractor to provide pupil transportation services for District on an emergency basis for the 2012-13 school year, its previously contracted-for provider being unable to provide services and having been released from its contract;

WHEREAS, Contractor desires to provide such transportation services under the terms stated herein;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties mutually agree as follows:

1. **TERM.** The term of this Agreement commenced August 16, 2012, and shall continue through June 30, 2013.

2. **BASIC TRANSPORTATION SERVICES.** Pursuant to the schedules and fees attached hereto and incorporated herein, Contractor agrees that it will operate school buses in sufficient number and of adequate passenger capacity as required to transport District’s students. The buses shall be with such special equipment as may be necessary, shall fully comply with all requirements of the State of Illinois, and shall be available for use throughout the term of this Agreement.

Contractor agrees that to maintain a suitable bus terminal and area for the parking of its buses and, further, to maintain suitable garage facilities and mechanics for the maintenance of its buses. The location of said area and garage facilities shall be 8133 S. Dobson, Chicago, Illinois or such other place as the Parties may determine which would be in the interest of providing the services required by this Agreement. In connection with that bus terminal, Contractor agrees to keep all buses washed, and the interior swept clean, and to maintain electrical heating facilities for the motors so that same shall be in operable condition during the winter months; and further, to maintain those buses in all cases so as to comply with the state law with respect to heating requirements and inside temperature so that the passengers are transported under normal conditions at all times.

3. CONTRACTOR OBLIGATIONS.

(a) Bus Maintenance.

Contractor shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and the Illinois Department of Transportation, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required State School Bus Inspections. Buses shall be kept in a clean and sanitary condition. All equipment must be open to examination by authorized District personnel during normal working hours. All vehicles must have inspections in accordance with the legal requirements. Any vehicle that is not in compliance with inspection requirements shall not be used. Standby vehicles shall meet the same standards as regular route vehicles. Any state inspection fees incurred in the periodic inspection of the vehicles herein described shall be at no cost to District.

(b) Pick-up and Delivery Points.

Contractor will deliver all passengers to such point on the school grounds as District may, from time to time, designate, and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules set up by District, such schedules to take into consideration traffic volume and hazards and weather conditions.

(c) Daily Bus Inspection

Contractor agrees that each morning before such school buses are used for transportation, each driver shall inspect the assigned bus carefully for defects and shall remedy such defects as may be found before using the vehicle. In addition, Contractor shall maintain comparable standby buses in good operating condition, those buses to be used in the event any buses which are transporting students in accordance with this Agreement shall fail to function or otherwise be unable to operate.

(d) Driver Permits and Licenses

Such transportation vehicles shall not be operated by any persons other than those properly licensed and authorized to transport students in the vehicle provided under the applicable law.

(e) Bus Loading

Contractor shall not permit more passengers to occupy such transportation vehicles than the legal capacity of such vehicle, nor permit the overcrowding of such vehicle in any manner whatsoever; nor shall Contractor permit any possession or use of

intoxicating liquors or illicit drugs of any driver while in control of a vehicle. The pick-up of children in such a manner that seats will be available to each child shall be arranged by the District and Contractor.

(f) Driver Reports

Every driver shall at all times follow the normal and usual instructions and requirements of the State and District, and shall at all times comply with the motor vehicle laws of the State of Illinois and all municipalities in which the vehicles may be operated and shall present such reports to aid District as District may, from time to time, require.

(g) Compliance with Regulations

All rules, regulations, or orders heretofore or hereafter made or issued by the Illinois State Board of Education or other agency of the State of Illinois for the safety, comfort and convenience of students or relating to the operation of transportation vehicles for the transportation of passengers are hereby incorporated into this Agreement as fully as though the same were herein set forth. Contractor will at all times comply with all such rules, regulations and orders.

(h) Communication Service

Contractor shall, at its own expense, maintain serviceable communication devices allowing verbal communication with vehicles within the District's service area.

(i) Disciplinary Procedures

In no case shall bus drivers permit passengers to smoke or cause disturbances on a bus; drivers shall, when any passenger causes an undesirable situation on any bus, report passenger's name and description of situation to Contractor supervisor, and thereafter that supervisor shall, as soon as practical, turn in a report to District for disciplinary action by District.

(j) Vandalism to Equipment

Contractor shall do all within its power to prevent and minimize physical damages to vehicles. However, should physical damage occur as a result of student action, District shall accept full responsibility for the damages.

(k) Personnel

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this Agreement. Drivers shall be assigned on a permanent

basis to specific routes and schedules and substitute drivers may be used only when it is not possible for the regularly assigned driver to be available.

Drivers must be fully in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall make certain that all drivers shall have successfully completed a Red Cross approved first aid course prior to operating a bus under this Agreement.

District shall have the right to require dismissal of any person or driver employed by the Contractor who, in the District's opinion, is not qualified or appropriate to operate a school bus or otherwise assist Contractor in performing this Agreement. Subject to this overriding right, however, the responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon Contractor, and Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way prevent District from exercising such right.

Contractor must provide District with the names and information for all persons it expects to use in fulfillment of this Agreement. All applicants for a school bus driver permit must be fingerprinted and cleared by an Illinois specific background check before a school bus driver permit can be issued. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses listed in Sections 10-21.9 and 21B-80 of the School Code of Illinois. Contractor shall reimburse District for the cost of all such investigations.

Contractor's drivers shall assist special education students on and off Contractor's vehicles and have responsibility for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of said students.

Contractor shall furnish and Contractor's drivers shall be required to properly wear and display a photo identification badge at all times they are providing transportation services for the District.

4. **COMPENSATION AND BILLING.** In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in the attached schedule and fees, as may be adjusted from time to time as provided herein. Contractor shall be paid for all service performed. If District makes changes to the bell times causing additional payroll hours, the Parties shall negotiate in good faith to adjust the pricing to cover increased costs. Contractor will submit to District a monthly statement of its services rendered during the prior calendar month. After verification of the statement, District shall approve or disapprove the statement and shall pay the amount due and any interest owed in the manner provided for in the Local Government Prompt Payment Act.

5. UNUSUAL CIRCUMSTANCES. When significant changes occur in state or federal taxes, laws or specifications, increased insurance or surety premiums, or in the work required as a result of District action (for example, bell time changes, route elimination), which changes cause Contractor's operating costs hereunder to increase at a rate in excess of the rates specified in the attached schedule and fees, then, at Contractor's request, the Parties shall renegotiate the contract. Such renegotiation shall include, but not be limited to, the rates of payment, the payment schedule, and levels of service. In no event, however, shall such renegotiation result in a change order not permitted by law.

6. INDEMNIFICATION. Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its board, its officers, its agents or employees.

7. INSURANCE. Contractor shall carry, pay for, and keep in force, in companies licensed to do business in Illinois and satisfactory to the District, comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows: \$10,000,000.00 bodily injury and/or property damage combined single limit for each person or occurrence. Contractor will maintain policies of insurance in companies satisfactory to District for worker's compensation, including occupational diseases, with statutory limits as provided by the laws of the State of Illinois. Employers liability coverage shall be included in the same policy. Contractor shall present certificates of insurance to District giving evidence of insurance coverage.

8. FORCE MAJEURE. In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action, or any other condition or cause beyond Contractor's control or any other force majeure clause as defined by state law, District shall excuse Contractor's inability to provide such services as a result of such condition or cause.

9. CANCELLATION/TERMINATION. If Contractor violates any of the covenants or duties imposed upon it by this Agreement, District may terminate this Agreement in accordance with the procedure described in this section. District shall give Contractor seven (7) days' written notice of default and the opportunity to remedy the violation. If at the end of such 7-day default notice period, Contractor has not remedied the purported violation or taken steps to do so, District may terminate this Agreement as follows: on the first business day following the last day of the 7-day default notice period, District shall give Contractor 30 days' written notice of termination. If District does not provide this 30-day notice of termination, the default notice shall be deemed rescinded. Additionally, either party may terminate this Agreement immediately where there is sufficient cause for doing so.

10. PERSONNEL RECORDS. Upon reasonable request by District, Contractor will make available for inspection or will provide copies of the following: driver applications; driver medical reports; driver reference checks; driver training records; and driver criminal history background applications. However, only those portions of the foregoing documents that are not protected by federal and state privacy laws will be transmitted to District, and they will be protected by the District to the fullest extent allowed by law. District agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of District related to its receipt or use of such information.

11. EQUIPMENT. Contractor will provide vehicles and equipment for the vehicles that meet the requirements of law and the needs of transportation services to be provided by this Agreement. Contractor will provide District with a list of all vehicles assigned by the Contractor to the District.

12. PROVISION OF INFORMATION. Contractor shall make any of the information related to its services under this Agreement available for inspection, and/or will provide copies of such information upon District's reasonable request.

13. ASSIGNMENT. Contractor may assign this Agreement to one of its subsidiary or affiliated companies only upon the District's written consent.

14. FIELD TRIPS. Field trips are made between school hours and do not conflict with regular morning and/or afternoon school routes. Field trips shall be charged in accordance with the attached schedule and fees.

15. ACTIVITY AND ATHLETIC BUSES. Activity and athletic buses are those which take home students after normal take-home routes are completed. Charge for activity buses shall be in accordance with the attached schedule and fees. Charge for athletic buses shall be charged same as charter rates.

16. CERTIFICATIONS. Contractor provides with this Agreement an executed Certification in substantially the form(s) attached.

17. NOTICES. All notices to be given by the Parties to this Agreement shall be in writing and serviced both by email and by depositing same in the United States Mail, certified mail.

Notices to District shall be addressed to:

knohelty@harvey152.org

and

Dr. Kevin Nohelty
Asst. Superintendent for Business Operations and Human Relations
Harvey School District No. 152
16001 Lincoln Avenue
Harvey, IL 60426

Notices to Contractor shall be addressed to:

g.polan@alltownbus.com

and

Mr. Greg Polan, President
Alltown Bus Service, Inc.
7300 N. Saint Louis Avenue
Skokie, IL 60076

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the Parties hereto by persons duly authorized as of the ____ day of October, 2012.

HARVEY SCHOOL DISTRICT NO. 152

ALLTOWN BUS SERVICES, INC.

By: _____
President

By: _____
Title: _____

ATTEST:

By: _____

**HARVEY SCHOOL DISTRICT 152
STUDENT TRANSPORTATION SERVICES AGREEMENT
WITH ALLTOWN BUS SERVICE 2012-13**

CERTIFICATION

_____, as authorized agent for Alltown Bus Services, Inc., does hereby certify to the best of its knowledge and belief, that it and its principals, directors, partners, officers, and owners:

1. have not been convicted of the offense of bid-rigging under Section 33-E3 of the Illinois Criminal Code of 1961, as amended, nor the offense of bid rotation under Section 33E-4 of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33 E-3 and 33-4);
2. have not been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record;
3. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
4. have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract;
5. have not violated any federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, or received stolen property;
6. are not in arrears on any state or federal taxes;

7. have not had one or more public (federal, state or local) transactions or contracts terminated for cause or default;
8. shall pay all laborers, workers and mechanics performing work under the contract not less than the prevailing rate of wages as found by the Illinois Department of Labor or the Board of Education, shall require all subcontractors in writing to do the same, shall submit a verified payroll for all workers employed with each request for payment, and shall in all other respects comply with the Prevailing Wage Act in carrying out work under the contract;
9. shall, if it employs 25 or more employees, maintain a drug free workplace for all employees engaged in the performance of work under the contract and shall comply with the requirements of the Illinois Drug-Free Workplace Act (30 ILCS 580/3);
10. shall maintain a sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation;
11. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and
12. shall require any subcontractors to sign a similar list of certifications.

ALLTOWN BUS SERVICE, INC.

By: _____

Authorized Agent

Title: _____

Date: _____

SUBSCRIBED and SWORN TO before

me this ____ day of _____, 2012.

NOTARY PUBLIC