

TRANSPORTATION CONTRACT

AGREEMENT made the 29th day of April, 2015, between
Lincolnwood SCHOOL DISTRICT FIRST STUDENT, INC.
(hereinafter referred to as the "District") and ~~CONTRACTOR, INC.~~ (hereinafter referred to
as the "Contractor").

Term of Contract.

The Contractor, for and in consideration of the payments to be made as hereinafter set forth in the Cost Schedule attached hereto as Appendix A, hereby agrees to transport students that the District must transport by law and students that have independently agreed to pay for transportation to and from the schools of the Districts and all special routes as defined herein as well as all students requiring transportation for extracurricular activities including activity trips, field trips, and transportation for such events as are required by the Board or its authorized agent from August 1, 2015, through July 31, 2018. The term of this contract may be extended at the option of the District for two (2) additional one (1) year periods. Notice of the extension of the contract shall be provided to the Contractor in writing not later than March 31st of the year of termination.

Local Office and On-Duty Dispatcher/Manager.

The Contractor shall maintain a local bus office parking lot and bus garage within Niles Township or within a ten-mile radius of the intersection of Skokie Boulevard and Oakton Street in Skokie, Illinois. The local office shall be staffed with a manager and at least one dispatcher from 6:00 a.m. to 6:00 p.m. on school days. When buses are in use outside of this time period, a dispatcher or manager will be available by cell phone and pager within five (5) minutes to respond to concerns of the School District.

Indicate the location where the buses will be housed and maintained. The facility must house all functions, including storage of buses, maintenance and dispatch operations of the contractor.

Contract Documents.

The "Contract Documents" shall consist of this Agreement, the Bid Specifications (including but not limited to the Instructions to Bidders, References, all requisite certifications, bid and performance bonds, insurance, and bid form), the Cost Schedule attached as Appendix A. Appendix C and D to this document are merely to assist in the bidding process, and shall not be deemed binding contractual requirements. The Bid Specifications and the Cost Schedule are hereby incorporated into this Agreement as though they were fully set forth herein and shall have the same force and effect as any other provision in this Agreement. In the event of a conflict between the Bid Specifications and this Agreement, the Bid Specifications shall prevail. Upon award of this Contract, the Bid Specifications will be attached hereto as Appendix B, and the Cost Schedule is attached hereto as Appendix A. In attaching, it is the intent of the parties that both appendices are hereby made a part of this Agreement.

Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Boards of Education of Districts, its officials, employees and agents from and against all suits, actions, legal proceedings, claims, demands, damages, losses, and expenses, including attorneys' fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of school buses and other vehicles used to transport students under this Contract, in accordance with the liability insurance policies procured by Contractor under this Agreement. Said policies are subject to review and approval by the District.

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.

Compensation

Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications and the Attachments in the amounts listed in the bid sheet submitted by Contractor.

Complete Understanding

This Agreement 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.

Amendments

No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

WHEREAS, the Parties have duly executed and entered into this Contract as of the day and year set forth above.

BOARD OF EDUCATION

FIRST STUDENT, INC.
CONTRACTOR, INC.

By: _____
President, Board of Education

By _____
Authorized Representative

Attest: John P. Vranos
Secretary, Board of Education

Attest: Christine Nuccio