

AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__, between Illinois School Bus and Alpha School Bus, having a principal places of business at 13939 S. Cicero, Crestwood, IL and 4702 W. Midlothian Turnpike, Crestwood, IL and (hereinafter referred to as the "Contractor"), and the Palos Heights School District 128 of Palos Heights, Cook County, Illinois (hereinafter referred to as "District"), as follows:

1. Term

This contract shall be for a period beginning August 2024 and ending August 1, 2026, under the terms and conditions herein set forth. Notwithstanding the foregoing, it is agreed and understood that the Contractor shall begin transporting students hereunder at the beginning of the fall, 2024 school term. Pricing for FY25 and FY26 is attached.

This contract may be renegotiated or renewed for the periods of time allowed by Section 29-6.1 of the Illinois School Code, 105 ILCS 5/29-6.1, unless rebidding is required by law.

2. Status as Independent Contractor

Contractor and District are independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Agreement.

3. Applicable Law

The laws of the State of Illinois shall govern this Agreement.

4. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid.

5. Binding Effect of Agreement

This Agreement shall inure to the benefit of the District, its agents, representatives, officers, directors, assigns and successors and shall bind Contractors, its agents, representatives, successors and assigns.

6. Assignment

Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of District. Such action without approval shall authorize District to immediately terminate this Agreement.

7. Complete Understanding

This Agreement, the Instructions to Bidders & Agreement & Bid Form for Regular Education Student Transportation Services, Completed Bid Forms all dated February 27, 2019, and Bid from Contractor, all contract extension letters, which are hereby incorporated herein and made

a part hereof, set forth of all the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

8. Amendments

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

PALOS HEIGHTS SCHOOL DISTRICT 128
BOARD OF EDUCATION

ILLINOIS SCHOOL BUS CO., INC.
ALPHA SCHOOL BUS CO., INC.

President, Board of Education

Thomas M. O'Sullivan
Signature

Printed Name

Thomas M. O'Sullivan,
Vice President, Contracts & Bids
Printed Name and Title

Secretary, Board of Education

Printed Name

Illinois School Bus Company
Regular Education Transportation Proposal for 2024/2025 & 2025/2026
for Palos Heights School District 128

	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>
Cost of one-way trip from home to school for a 71 Passenger bus	<u>\$76.77</u>	<u>\$83.68</u>	<u>\$89.54</u>
Cost of one-way trip from school to home for a 71 Passenger bus	<u>\$76.77</u>	<u>\$83.68</u>	<u>\$89.54</u>
[This includes early dismissal bus]			
Cost of one-way trip from home to school for a 90 Passenger bus	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$N/A</u>
Cost of one-way trip from school to home for a 90 Passenger bus	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$N/A</u>
[This includes early dismissal bus]			
* Cost of athletic trips [minimum 3 hours] and field trips [minimum 3 hours] for the first 3 hours	<u>\$191.64</u>	<u>\$208.92</u>	<u>\$223.44</u>
* Cost of athletic trips/field trips – after 3 hours per ¼ hour	<u>\$15.97</u>	<u>\$17.41</u>	<u>\$18.62</u>
* Cancellation Fee for athletic trips/field trips that are cancelled less than 24 hours prior to the start of the trip	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>

FIELD TRIPS 2024/2025: \$208.92 minimum charge for three hours plus \$17.41 per 1/4 hour thereafter or \$3.19 per mile, whichever is greater, plus parking and tolls, if applicable. Charter trips that are cancelled less than 24 hours prior to the start of the trip are subject to a \$80.00 cancellation fee. Trips that involve bus work between 2:00 - 3:30pm on weekdays, which prevent them from being available for school routes, will be subject to a \$70.50 per bus surcharge. Trips to Chicago airports now require a \$54.00 Chicago Airport Tax.

FIELD TRIPS 2025/2026: \$223.44 minimum charge for three hours plus \$18.62 per 1/4 hour thereafter or \$3.42 per mile, whichever is greater, plus parking and tolls, if applicable. Charter trips that are cancelled less than 24 hours prior to the start of the trip are subject to a \$85.00 cancellation fee. Trips that involve bus work between 2:00 - 3:30pm on weekdays, which prevent them from being available for school routes, will be subject to a \$75.45 per bus surcharge. Trips to Chicago airports now require a \$54.00 Chicago Airport Tax.

**ALPHA SCHOOL BUS COMPANY
TRANSPORTATION PROPOSAL (2024/2025 & 2025/2026) FOR
PALOS HEIGHTS SCHOOL DISTRICT 128**

	<u>Cost/One way Trip</u>		
	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Special Education (AM & PM)	\$202.04	\$220.22	\$235.64

FIELD TRIPS 2024/2025

\$203.28 minimum charge for three (3) hours plus \$16.94 per ¼ hour thereafter or \$3.38 per mile, whichever is greater, plus parking and tolls, if applicable. Charter trips that are cancelled less than 24 hours prior to the start of the trip are subject to an Eighty Dollars (\$80.00) cancellation fee. Trips that involve bus work between 2:00pm and 3:30pm on weekdays, which prevent them from being available for school routes, will be subject to a Seventy-Five Dollars (\$75.00) per bus surcharge. Trips to Chicago Airports now require a \$54.00 Chicago Airport Tax.

FIELD TRIPS 2025/2026

\$217.44 minimum charge for three (3) hours plus \$18.12 per ¼ hour thereafter or \$3.62 per mile, whichever is greater, plus parking and tolls, if applicable. Charter trips that are cancelled less than 24 hours prior to the start of the trip are subject to an Eighty-Five Dollars (\$85.00) cancellation fee. Trips that involve bus work between 2:00pm and 3:30pm on weekdays, which prevent them from being available for school routes, will be subject to a Eighty Dollars (\$80.00) per bus surcharge. Trips to Chicago Airports now require a \$54.00 Chicago Airport Tax.