

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT by and between North American Central School Bus (Illinois Central School Bus), having a principal place of business at 3033 West Jefferson St. Joliet, IL (hereinafter referred to as "Contractor") and the Board of Education of Coal City Community Unit School District 1, Will County, Illinois (hereinafter referred to as the "Board" or "District"), is made as follows:

1. **Term of Contract.** The Contractor, in consideration of the payment arrangements as agreed upon in these contract documents, and which Contractor acknowledges to be fair and sufficient consideration, shall provide bus transportation services to the District from for the 2024-2025, 2025-2026, and 2026-2027 school years, commencing the 1st day of July, 2024, and concluding June 30, 2027. Such service shall be provided for the entire school term for each year.
2. **Scope of Services; Contract Documents.** The Board retains Contractor to provide transportation services as more fully described in the Invitation to Bid (which includes but is not limited to the following subparts: Legal Notice: Invitation to Bid; Instructions to Bidders; General Conditions; Bid Specifications; Bid Forms; Certifications). For the purposes of this Agreement, the Contract Documents shall include the following:
 - a. This Transportation Services Agreement
 - b. The Invitation to Bid
 - c. Contractor's Bid Submissions
3. **Order of Priority.** Each of the Contract Documents described above are incorporated by reference as though set forth herein. In the event of any conflict of terms, the order of priority shall be as ordered immediately above, with the Transportation Services Agreement having highest order of priority.
4. **Status as Independent Contractor.** Contractor and the Board 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.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any applicable federal law. The exclusive forum for any lawsuit or legal action that arises in whole or part out of this Agreement shall be the Circuit Court lying within Will County, Illinois or the U.S. District Court for the Northern District of Illinois, and Contractor hereby consents to the personal jurisdiction of those courts.
6. **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, addressed:

If to the Board:

Board of Education of Coal City Community Unit School District 1
ATTN: Jason Smith, CSBO
550 S Carbon Hill Rd
Coal City, IL 60416

If to the Contractor:

North American Central School Bus
ATTN: Joe Faessler, Director of Business Development
3033 W. Jefferson St., Suite 220, Joliet, IL 60435

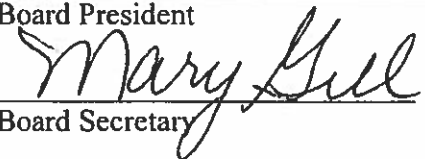
7. Binding Effect of Agreement. This Agreement shall insure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, its agents, representatives, successors and assigns.
8. Assignment. Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Agreement and make a demand on Contractor's Performance Bond.
9. Waiver. Any waiver by the Board as to any incidence of nonperformance or breach by Contractor shall serve only as a waiver as to that specific incidence and not to any future incidence of nonperformance.
10. Indemnification. Contractor agrees to indemnify and hold harmless the Board and its respective officers, agents, and employees from and against any claims for personal injury or property damage, and any costs, losses, or expenses of any nature, which may arise or be incurred, directly or indirectly, by reason of the Contractor furnishing transportation to the District and its pupils.
11. Complete Understanding. This Agreement and the documents referenced and incorporated herein set forth all of 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. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant 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.

[signature page to follow]

**BOARD OF EDUCATION OF COAL CITY COMMUNITY UNIT SCHOOL DISTRICT
#1**

By: 
Board President

By:  Date: February 7, 2024
Board Secretary

NORTH AMERICAN CENTRAL SCHOOL BUS

By: 

Title: Director of Contracts Date: 2.8.2024
and Revenue Increment

