



AGREEMENT PURSUANT TO
TOWN LAW §§ 64, 122
-between-
the TOWN OF GREENBURGH
-and-
ROYAL COACH LINES INC.

THIS AGREEMENT is made this ___ day of ____, 2017, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Ave, Greenburgh, New York and **Royal Coach Lines Inc.**, located at 1010 Nepperhan Ave., Yonkers, NY 10703, hereinafter referred to as the Contractor:

WITNESSETH

WHEREAS, pursuant to a Notice to Bidders For Bus Transportation returnable on May 12, 2017, the Town of Greenburgh's Department of Parks and Recreation and Community Resources received bids from several vendors to provide bus service for their Summer Camp program and other individually scheduled trips; and

WHEREAS, in addition to the period of June 15, 2015 through December 31, 2017, the bid specifications provide for an optional renewal and/or extension of the agreement for the summers of 2018 and 2019; and

WHEREAS, upon an opening of the bids the Contractor was found to be the lowest responsible bidder; and

WHEREAS, on April 24, 2017, the Town Board passed a resolution, a copy of which is attached and incorporated herein, authorizing the Supervisor to execute an agreement with Contractor to provide bus transportation service;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Contractor, its successors and assigns, for the consideration named herein as follows:

1 SCOPE of WORK to be PERFORMED

- 1.1.1 For the Camps Good Times, Camp Kidco, Camp Star, and Camp Rainbow, the contractor is to provide service five (5) days a week, Mondays through Fridays, beginning Thursday, June 29, 2017 and ending Wednesday, August 9, 2017 (29 days). There will be NO CAMP Tuesday, July 4, 2017. Ten buses will be required for town wide morning pickups beginning at approximately 7:45 a.m. with return trips to occur between 3:15 p.m. and 3:45 p.m. each day. On trip days, the time for return trips will vary upon the time the trip ends. Ten buses will remain on the designated site, every day for the duration of the day, which can be used for transportation to and from the campsite or Anthony F. Veteran Park to different locations in Greenburgh, including planned camp trips in the surrounding area (within 60 miles round trip) from 9:00 a.m. to 3:45 p.m. (e.g., daily trips to Anthony F. Veteran Park, local schools or museums).
- 1.1.2 Teen Travel Camp is canceled
- 1.1.3 For Camp Victory (Developmentally Disabled Program) Contractor is to provide service five (5) days a week, Mondays through Fridays, beginning Thursday, June 29, 2017 and ending Wednesday, August 9, 2017 (29 days). There will be NO CAMP Tuesday, July 4, 2017. Two buses will be required for town wide morning pickups beginning at approximately 7:45 a.m. with return trips to occur between 3:00 p.m. and 3:30 p.m. each day. On trip days, the time for return trips will vary upon the time the trip ends. Two buses will remain on the designated site, every day for the duration of the day, which can be used for transportation to and from the campsite or Anthony F. Veteran Park to different locations in Greenburgh, including planned camp trips in the surrounding area (within 60 miles round trip) from 9:00 a.m. to 3:00 p.m. (e.g., daily trips to Anthony F. Veteran Park, local schools or museums)
- 1.1.4 For the TDYCC camp, transportation will begin at 7:30am to 6:00pm on Monday, July 3, 2017 and run through August 11, 2017 for a period of twenty-nine (29) days. There will be NO CAMP Tuesday, July 4, 2017. On Monday through Friday, 7 buses will be needed for picking up children from 7:50am to 8:45am to the Community Center. They will be dropped off between 3:30pm to 6:00pm. Seven (7) buses required on site, every day for the duration of the day, which can be used for transportation to and from the campsites (Woodlands High School, Westchester Community College, and the Theodore D. Young Community Center) and different locations in and around Greenburgh, including planned camp trips in the surrounding area (within 60 miles round trip) from 9:00am to 4:00pm (e.g., daily trips to Playland, local schools or museums).
- 1.1.5 All vehicles must be equipped with seat belts and all 3 and 4 year old children must be in car seats. At least 50 seats must be available.
- 1.1.6 If required, Contractor will supply wheelchair accessible buses with properly installed straps.
- 1.1.7 No bus may carry more people than the number allowed by law with seat belts.
- 1.1.8 Buses must be 2007 models or newer and should accommodate 44 adults or 66 children.

- 1.1.9 Contractor must perform a “dry run” of pickups and returns at least two weeks prior to day camp opening day. Written verification that the “dry runs” have been performed must be presented to the Commissioner of Parks and Recreation and the Commissioner of Community Resources at least 5 days before camp opens.
- 1.1.10 All buses must comply with all Federal, State and County requirements and regulations, including but not limited to those promulgated by the New York State Department of Education and Health.
- 1.1.11 Contractor must conduct a safety seminar for all bus monitors in conjunctions with the Department of Greenburgh Parks and Recreation and Department of Community Resources.
- 1.2 The contract may be renewed/extended at the discretion of the Town with the provision that the price will be adjusted using the U.S. Department of Labor Consumer Price Index (CPI). The price adjustment will be calculated using the May – April annual change reflected in the transportation component of the CPI for the preceding year before camp commences, i.e., May 2016 – April 2017 for the summer of 2017. Notwithstanding the forgoing, the price adjustment may not to exceed 3.0% per year.

2 CONSIDERATION

- 2.1 Ten buses for Camp Good Times, Camp Kidco, Camp Star, and Camp Rainbow for morning pick up service, on site throughout each day and daily local trips within 60 miles round trip.....(29 days) \$111,650.00
- 2.1.1 Add Alternate - Provide additional buses for camp day trips equivalent but not limited to the following locations: Yankee Stadium, Citi Field, Bear Mountain, and Norwalk Maritime Museum) (per bus) \$385
(per van/ mini bus) \$330
- 2.1.2 Provide day trips, which are trips that are more than 60 miles round trip from the Town of Greenburgh campsite or any other local trip departure point.\$385
- 2.1.3 Provide price per mile for buses already being used (within the 10 daily buses) that exceeds 60 miles as described in 2.1.2.....\$2.50 per mile
- 2.1.4 Provide non-camp summer bus day trips, that take place at various times, sponsored by the department such as to county swim meets and the US Open, and other events.....\$385
- 2.1.5 Teen Camp Canceled
- 2.1.6 Two buses For Camps Victory for morning pick up service, on site throughout each day and daily local trips within 60 miles round trip.....(29 days) \$22,330.00
- 2.1.7 Provide price per mile for buses already being used (within the 2 daily buses) that exceeds 60 miles as described.....\$2.50 per mile

- 2.2 Seven buses for TDYCC Camp for morning pick up service, on site throughout each day and daily local trips within 60 miles round trip.....(29 days) \$78,155.00

3 INSURANCE

- 3.1 The Contractor agrees not to commence work under this contract until all insurance required under this paragraph has been secured and such insurance has been approved by the Town.
- 3.2 Workers' Compensation and Disability Insurance. The Contractor agrees to secure and maintain throughout the term of this contract Workers' Compensation and Disability Benefits coverage for all employees assigned to work or perform services hereunder.
- 3.3 General Liability, Motor Vehicle, and Property Damage Insurance. The Contractor agrees to secure and maintain throughout the term of this contract general liability, motor vehicle and property damage insurance sufficient to protect Contractor and the Town from claims for personal injury, including accidental death, as well as from claims for property damage that may arise from operations, services or activities performed by Contractor under this contract. The amounts of such insurance shall be not less than:
 - 3.3.1 General liability and motor vehicle insurance coverage not less than \$5,000,000 for injuries, including wrongful death, to any one person.
 - 3.3.2 Property damage insurance in an amount not less than \$5,000,000 for damage due to all occurrences.
 - 3.3.3 Excess or umbrella Insurance in an amount not less than \$10,000,000 per annual aggregate.
- 3.4 The Contractor agrees to name the Town as an additional insured party in all policies.
- 3.5 The Contractor agrees to furnish proof of compliance with the above insurance requirements to the office of the Commissioner prior to commencing work or performing under this agreement.
- 3.6 The Contractor agrees to report any accident or claim to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accidents.

4 INDEMNIFICATION and SAVE HARMLESS

- 4.1 The Contractor hereby agrees to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against any and all liability, damage, claims, demands, costs,

judgments, fees, including all expenses, reasonable attorneys' fees, of any nature and description whatsoever resulting, directly or indirectly, or arising out of the award of this contract, or the procedures leading thereto, for any act or omission of the Town or the Contractor, or their respective agents, employees, representatives, or subcontractors.

- 4.2 In addition, Contractor agrees that in the event of a demand, claim, cause of action, suit or liability against the Town, to provide the Town, its officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, a defense and defend any such demand, claim, cause of action, suit or liability arising, directly or indirectly, under this agreement at no cost or expense to the Town.
- 4.3 In the event of any action commenced against the Town, or its officers, agents, volunteers performing authorized tasks, or employees, which is within the scope of this section, the Town will promptly give notice thereof to the Contractor, and the Contractor will have the right to select and furnish counsel for the defense of any such action, provided such counsel has no conflict of interest with the Town and is otherwise acceptable to the Town, which acceptance shall not be unreasonably withheld, at no cost or expense to the Town. The Town agrees to cooperate with the Contractor as reasonably required for the defense of any such action.
- 4.4 The parties acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

5 CONTRACTOR STATUS

- 5.1 It is hereby mutually acknowledged and agreed that the Contractor is engaged and employed as an independent contractor. As an independent contractor, the Contractor agrees to be responsible for all damage, loss or injury to persons or property that may arise, directly or indirectly, as a result of this agreement. Contractor agrees, on behalf of itself and all contractors' officers, agents and employees, not to represent to any person or entity that Contractor is an employee or is acting as an agent on behalf of the Town.

6 NO ASSIGNMENT

- 6.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or any power to execute this Agreement, to any other person or corporation without the prior written consent of the Town. The parties acknowledge and agree that this absolute prohibition against assignment will survive any bankruptcy proceeding and no creditor, receiver or trustee shall have any right to any interest granted by this licensee agreement.

7 REPRESENTATIONS by CONTRACTOR

- 7.1 Contractor represents and warrants as follows:

- 7.1.1 Contractor is a New York corporation or partnership or has filed with the New York State Secretary of State and has been authorized to do business in New York State.
- 7.1.2 Contractor is authorized to do business under the name **Royal Coach Lines Inc.**
- 7.1.3 Contractor is financially solvent, qualified, competent and fully licensed to perform the services referred to in ¶ 1 and 2, above.
- 7.1.4 Contractor does not owe the Town any taxes, fees or penalties and all accounts with the Town are current and in good standing.
- 7.1.5 Contractor is familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the work or goods and services to be provided and agrees to abide by all applicable local, state and federal rules, regulation and laws.
- 7.1.6 Contractor guarantees the honest and faithful performance of this contract by any subcontractor or vendor.
- 7.1.7 Contractor acknowledges and agrees that this contract does not include any medical, workers' compensation, leave or retirement benefits or confer any rights or interests in such benefits.
- 7.1.8 Contractor is fully licensed by all governing regulatory agencies.

8 NOTICES

8.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

8.1.1 To the Town:

Town of Greenburgh
177 Hillside Avenue
Greenburgh, New York 10607
Attn: Gerard J. Byrne, Commissioner of Parks and Recreation
Attn: André Early, Commissioner of Community Resources

8.1.2 To Contractor:

Royal Coach Lines Inc.
1010 Nepperhan Ave.
Yonkers, New York 10703
Attn: Steven DiPaolo
President and CEO

8.2 All notices, communications, payments and demands given or made under this Agreement will be deemed effective and complete upon receipt. Where notice is given by personal service, notice shall be deemed effective and complete upon receipt of delivery. Where notice is given by U.S. Mail, notice will be deemed effective and complete upon either actual receipt or five days after mailing, whichever occurs first.

9 STATEMENT of NONDISCRIMINATION

9.1 Contractor agrees to comply with all applicable, federal, state, and local laws, rules, regulations, ordinances and any amendments thereto, and program standards applicable to the project and to the Contractor's performance hereunder, including but not limited to: (1) Older Americans Act of 1965, 42 U.S.C. §§3001 *et seq.*, as amended; (2) the Civil Rights Act of 1964, 42 U.S.C. §§1971 *et seq.*, and the Civil Rights Act of 1991, 42 U.S.C. §1981; (3) the Americans with Disabilities Act of 1990, 42 U.S.C. §§1211 *et seq.*; (4) the rules and regulations of the New York State Office for the Aging, 9 NYCRR 6650 *et seq.*; (5) New York State Executive Law, Article 15; (6) the Governor's 1960 Code of Fair Practice, 9 NYCRR 1.4; (7) Administration on Aging Rules and Regulations for Title III, 42 U.S.C. §3011 *et seq.* and 41 CFR Parts 29 - 70; (8) 45 CFR Part 74 (Grant Administration); (9) the Rehabilitation Act of 1973, 42 U.S.C. §§6000 *et seq.*; (10) Single Audit Act of 1984, 31 U.S.C. §§7501 *et seq.*; (11) Equal Pay Act of 1963, 29 U.S.C. §206; (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101 *et seq.*; (13) 45 CFR Part 84.11(a) (nondiscrimination based on disability); (14) Equal Employment Opportunity Act of 1972 (amending title VII of the Civil Rights Act of 1964), 42 U.S.C. §2000e *et seq.*; (15) Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967), amending Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965); (16) N.Y.S. Exec. Order No. 6, 9 NYCRR §4.6 (1983); (17) N.Y.S. Exec. Order No. 19, 9 NYCRR §4.19 (1983); (18) N.Y.S. Exec. Order No. 21, 9 NYCRR §4.21; and (19) Drug-free Workplace Act of 1988, 41 U.S.C. §§701 *et seq.*

9.2 The Contractor agrees to prominently post on the site where services hereunder are to be provided, a statement regarding nondiscrimination the same or similar to the following:

In accordance with Section 504 of the Rehabilitation Act of 1975, title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, gender, national origin, marital status, sexual orientation or physical condition.

9.3 No service rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, sexual orientation or religion. The Contractor agrees to (1) ensure equal access to participation, services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (2) ensure that any service provided under this Agreement will be secular in nature and in no event will there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of any services rendered or delivered and, refrain from using funds to advance any sectarian

effort; and (3) refrain from using funds to advance any partisan candidate or effort. The Contractor will, however, ensure that all candidates for elective office have equal access to information and activities regardless of policy views or party affiliation, prevent any influence or coercion designed to interfere with or affect elections or nominations for political office, and ensure that no employees or persons served under this Agreement is, directly or indirectly, coerced, advised or solicited to contribute anything of value to any political party, committee, organization, agency or person for any political purpose, or engage in any other partisan activities.

10 PERMITS and REGULATIONS

10.1 The Contractor agrees to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

11 STOP WORK and TERMINATION

11.1 The Town reserves the right to immediately stop work and terminate this agreement if, in the Town's sole discretion any, or all, of the following events occur:

11.1.1 The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors;

11.1.2 A receiver or liquidator is appointed for the Contractor or for any of Contractor's property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days;

11.1.3 The Contractor refuses or fails to perform the work or any part thereof with due diligence;

11.1.4 The Contractor fails or refuses, intentionally or negligently, to comply with all applicable laws or ordinances;

11.1.5 The Contractor is in violation of any provision of this agreement.

11.2 The Town may in any event, and without prejudice to any other rights or remedies it may have, by ten (10) days notice to the Contractor, terminate the Contractor's services and the right to serve as Contractor under this agreement. In such case, the Contractor shall be entitled to receive payment for services actually rendered to date, subject to the review and approval of the Town Comptroller.

12 APPLICABLE LAW and VENUE

12.1 This agreement has been made and entered into and shall be construed, interpreted and governed by the laws of the State of New York. It is mutually agreed that any litigation of any kind brought regarding this agreement shall be brought in Westchester County, New York, as set forth in paragraph 19.

13 REQUIRED PROVISIONS of LAW

- 13.1 Each and every provision of law and clause required by law to be inserted in this contract is deemed to have been inserted herein. If any such provision was not inserted through mistake or otherwise, then upon the application of either party, this contract will be physically amended forthwith to make such insertion.

14 WAIVER

- 14.1 No waiver of any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of the same, or excuse or justify any other breach unless the waiver so states.

15 MODIFICATION

- 15.1 This Agreement constitutes the complete understanding of the parties. No prior, contemporaneous or subsequent understanding or agreement, oral or written, is valid and no modification of any provision of the Agreement will be valid unless in writing and signed by both parties. Both parties hereby acknowledge and agree that any conflict or ambiguity between the offer to provide services and this Agreement is to be resolved by reference to the language and terms of this Agreement.

16 FORCE MAJEURE

- 16.1 The parties acknowledge and agree that the Town will not be responsible for unforeseeable delays attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages or strikes, changes in governing laws or regulations made after the date of commencement of this agreement, or any other actions or events that are beyond the control of the Town. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Contractor's failure to provide assistance, facilities or information reasonably expected under the circumstances.

17 AUDIT and INSPECTION

- 17.1 The Contractor agrees to permit the Town, or any of its authorized representatives, to visit and inspect the program, projects or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts of the Contractor relating to the services or goods provided.

18 SEVERABILITY

18.1 If any provision of this agreement, or the application of any provision to any person or circumstance, is held or declared to be invalid, unenforceable or illegal, the remainder of this agreement, and the remainder of such provision other than to the extent it is held invalid, unenforceable or illegal, will survive and not be invalidated by such holding or declaration.

19 DISPUTES

19.1 It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Contractor including, but not limited to, the manner or sufficiency of the work, or the performance of the work, the disputed matter shall be settled in either the Town of Greenburgh Justice Court or the Supreme Court of the State of New York, Westchester County.

19.2 It is acknowledged and agreed that the work will not be interrupted or delayed pending such decision.

20 AUTHORITY for EXECUTION

20.1 The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Greenburgh and under authority of Town Law §§64, 116. Supervisor Paul J. Feiner, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town.

20.2 Contractor's representative, who executed this agreement on Contractor's behalf and whose name appears below, is a principal or officer of the corporation with authority to execute this agreement or has been specifically authorized by the corporation to bind the corporation and execute this agreement on behalf of the corporation.

IN WITNESS WHEREOF, the Town of Greenburgh, by Paul J. Feiner, its Supervisor, and the Contractor have each agreed to the terms and conditions set forth herein.

TOWN of GREENBURGH

BY: PAUL J. FEINER, Supervisor

BY: ROYAL COACH LINES INC.,
Steven DiPaolo, President and CEO

CONTRACTOR'S CERTIFICATE of AUTHORITY

I, _____, certify that I am the _____ of the
(corporate officer other than officer signing this contract)
(Title)

_____ (Contractor) a corporation duly organized and in good
(name of Contractor)

standing under the _____ and named in the foregoing
(law under which organized, e.g., the New York BCL, NPCL, etc)

agreement; that _____ who signed said
(name of person executing this agreement)

agreement on behalf of the Contractor was, at the time of execution

(title of signatory)

of the Contractor and I further certify that said agreement was duly signed for and on

behalf of Contractor by authority of its Board of Directors, thereunto duly authorized, and that

such authority is in full force and effect at the date hereof.

(signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 2017, before me personally came _____, to me
known, and known to me to be the _____ of
(title)
_____, the corporation described in and which executed the above
certificate, who being by me duly sworn did depose and say that he, the said _____,
resides at _____, and that he is _____ of said corporation and that
it was affixed to the above certificate by order of the Board of Directors of said corporation, and
that he signed his name thereto by like order.

Notary Public, Westchester County