

Torres Rojas, Genara

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PJ#13089

From: editasst17@cs.com
Sent: Sunday, April 01, 2012 12:39 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Sid
Last Name: Goldstein
Company: Transit Access Report
Mailing Address 1: Letter Publications
Mailing Address 2: PO Box 271616
City: West Hartford
State: CT
Zip Code: 06127-1616
Email Address: editasst17@cs.com
Phone: 860-667-7250
Required copies of the records: Yes

List of specific record(s):

Contract between PATH and Academy Bus Company for shuttle service between Grove Street Station and Exchange Place and Newport Stations. This is a news media request. Sid Goldstein, Editor TRANSIT ACCESS REPORT

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

May 9, 2012

Mr. Sid Goldstein
Transit Access Report
P.O. Box 271616
West Harford, CT 06127-1616

Re: Freedom of Information Reference No. 13089

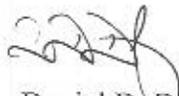
Dear Mr. Goldstein:

This is a response to your April 1, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code," copy attached) for a copy of the contract between the PA and Academy Bus Company for shuttle service between Grove Street Station and Exchange Place and Newport Stations.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13089-C.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI Reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

Attachment

THE PORT AUTHORITY OF NY & NJ
PORT AUTHORITY TRANS-HUDSON CORPORATION

March 15, 2012

Mr. John Kiely
Director of Charter Sales
Academy Express LLC
111 Paterson Avenue
Hoboken, NJ 07030

SUBJECT: TRANSPORTATION SERVICES FOR PORT AUTHORITY TRANS-HUDSON CORPORATION'S RIDERS USING WHEELCHAIRS

Dear Mr. Kiely:

Port Authority Trans-Hudson Corporation (hereinafter referred to as "PATH") hereby offers to retain Academy Express LLC (hereinafter referred to as "Academy" or "you") to work with PATH as the transportation provider to provide service for PATH riders using wheelchairs under the following terms and conditions:

1. Service will be provided between the following pairs of locations, in either direction:
 - a. PATH's Grove Street Station and Exchange Place Station in Jersey City, New Jersey;
and
 - b. PATH's Grove Street Station and Newport Station in Jersey City, New Jersey.
2. PATH will schedule all pick-up reservations no less than twenty-four (24) hours in advance by calling your 24/7 dispatch center at 201-420-7000, extension 2253; PATH will follow-up via fax to Academy within one (1) hour of the telephone request for reservation. Academy will dispatch a wheelchair accessible bus to one of the aforementioned locations to be on-site at the designated time for a five (5) minute period thereafter for the PATH rider to be picked up. Academy will only accept riders in wheelchairs and one (1) assistance rider accompanying for each wheelchair rider. If the PATH rider to be picked up does not arrive within the five (5) minute waiting period, the driver will leave the pick-up location and return to Academy and Academy will be compensated as provided herein.

PATH cancels a reservation at least four (4) hours prior to the pick-up time, PATH will not be charged for such reservation of pick-up.

3. The Contractor shall submit to PATH invoice(s) for the services performed under this Contract after the performance of said service. PATH payment terms are Net 30. Subject to the provisions of this Contract, PATH agrees to pay Academy and Academy agrees to accept from PATH as full and complete compensation for the performance of its obligations under this Contract and the whole thereof

an amount computed in an amount of \$72.50 per hour with a minimum of four (4) hours per request/reservation and \$72.50 per hour thereafter.

4. The total payments to Academy by the PATH shall not exceed five thousand dollars (\$5,000.00).

5. The term of this agreement shall be from March 23, 2012 through March 31, 2015, unless earlier terminated as provided herein.

6. This Agreement may be terminated by PATH for cause upon 24 hours written notice. PATH and Academy may each terminate this Agreement without cause upon thirty (30) days notice. to the other party. Termination by either party shall be by hand delivery or certified mail addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated by either party as above provided, you shall receive no compensation for any services not yet performed. PATH shall pay you any amounts outstanding to which you shall be entitled under Paragraph 2 of this Agreement..

7. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to PATH or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director/General Manager of PATH. Such approval may be withheld if for any reason the Director/General Manager of PATH believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

8. Under no circumstances shall you communicate in any way with any contractor, department, board, agency commission or other organization or any person, whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instruction of the Director/General Manager of PATH, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by me.

9. Any services performed for the benefit of PATH at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by PATH, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights obligations shall arise out of such additional services.

10. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of PATH or the Director/General Manager shall operate to release you from any obligations under or upon this Agreement, or to stop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude PATH from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by PATH.

11. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part or of any monies due or to become due hereunder without the express consent in writing of PATH shall be void and of no effect as to PATH, provided, however, that you may sublet services to subconsultants with the

express consent in writing of the Director/General Manager of PATH. All persons to whom you sublet services, however, shall be deemed to be your agent and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

12. You shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by you and by your personnel for any reason whatsoever from the passengers, customers or other persons using the Facility and shall so instruct its personnel.

13. Indemnity

(a) Academy shall indemnify and hold harmless PATH, The Port Authority of New York and New Jersey (hereinafter referred to as "the Port Authority"), their Commissioners, directors, officers, employees and representatives, from and against (and shall reimburse PATH and the Port Authority for the costs and expenses including legal expenses, including the cost or value of in-house legal services, incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of Academy, its officers, employees, and persons who are doing business with it, in performing or observing any terms or provision of this Agreement, or out of any of the operations, acts or omissions of the Academy, its officers, employees, and persons who are doing business with it.

(b) If so directed, Academy shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent) after having been given timely notice thereof by PATH or the Port Authority, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of PATH, the Port Authority, their Commissioners, directors, officers, agents or employee, the governmental nature of the PATH or the Port Authority, or the provisions of any statutes respecting suits against PATH or the Port Authority.

(c) In the event of any injury or death to any person (other than employees of Academy) when caused by the Academy's operations, or damage to any property (other than the Academy's property) when caused by the Academy's operations, the Academy shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Academy's insurance carrier.

14. Insurance

(a) Academy, in its own name as insured and including PATH and the Port Authority as additional insureds, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit of \$5,000,000 (Five Million Dollars), and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit of \$5,000,000 (Five Million Dollars). Without limiting the foregoing, Academy shall maintain Workers' Compensation and

Employers Liability Insurance in a minimum limit of \$1,000,000 (One Million Dollars) and in accordance with Academy's statutory obligations under the applicable State Workers' Compensation Law for those employees of Academy employed in operations conducted pursuant to this Agreement. In the event Academy maintains the foregoing insurance in limits greater than aforesaid, PATH and the Port Authority shall be included therein as additional insureds, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded Academy thereunder with respect to any claim or action against Academy by a third person shall pertain and apply with like effect with respect to any claim or action against Academy by PATH or the Port Authority and any claim or action against the PATH or the Port Authority by Academy, as if PATH or the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded PATH or the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Academy under Section 12 of this Agreement.

(c) All insurance coverages and policies required under this Section may be reviewed by PATH or the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of permission granted under this Permit. PATH or the Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as PATH or the Port Authority may deem required and Academy shall promptly comply therewith.

(d) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of PATH, the Port Authority, and their Commissioners, directors officers, agents or employees, the governmental nature of PATH or the Port Authority or the provisions of any statutes respecting suits against PATH or the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to PATH upon execution and delivery of this Agreement by Academy to PATH. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to PATH at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Agreement. The aforesaid insurance shall be written by a company or companies approved by PATH. If at any time any insurance policy shall be or become unsatisfactory to PATH as to form or substance or if any of the

carriers issuing such policy shall be or become unsatisfactory to PATH, Academy shall promptly obtain a new and satisfactory policy in replacement. If the PATH or the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by PATH or the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by Academy under this Agreement. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect Academy with respect to the obligations imposed on Academy by this Agreement or any other agreement or by law.

15. (a) Academy shall procure all licenses, certificates, permits or other authorization which may be necessary for Academy's operations from all governmental authorities, if any, having jurisdiction over Academy's operations.

(b) Academy shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on the gross receipts or income there from, and shall make all applications, reports and returns required in connection therewith.

(c) Academy shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to Academy's operations.

(d) Academy's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of person and property and are not to be construed as a submission by PATH or the Port Authority to the application to itself of such requirements or any of them.

16. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

17. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of the Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the duly authorized representative of party to be charged therewith, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

18. No Commissioner, director, officer, agent or employee of PATH or the Port Authority shall be charged personally by you with any liability of held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

PORT AUTHORITY TRANS-HUDSON CORPORATION

Samuel DeBallo
Signature

3-21-12
Date

Director/General Manager
Title

ACCEPTED:

Academy Express LLC

[Signature]
Signature

3/9/12
Date

Dir. of Sales
Title