

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement is made this ___ day of _____ 20___, by and between Long Island University (“University”), an educational institution incorporated and doing business under the laws of the State of New York with its principal place of business located at 700 Northern Blvd. Brookville, New York 11548, and _____ (“Contractor”), a corporation incorporated under the laws of the State of _____ with offices located at _____.

WHEREAS, the University desires to retain the services of Contractor in connection with the Contractor’s expertise and experience in school vehicle and commercial transportation operations, and Contractor wishes to provide such services to University,

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, University and Contractor agree as follows:

1. Services

- a) Contractor agrees to perform to the University’s satisfaction the professional services set forth in the attached “Specification of Services” (“Services”) with the standard of care and skill customarily provided in the industry for performance of such services, and to devote such amount of its business during the Term as is necessary to fulfill all of its duties and obligations hereunder.
- b) Contractor agrees that should University determine, in its sole discretion, that any of Contractor’s agents or employees has been unable to discharge duties for any cause for a period exceeding three consecutive days, does not maintain driver qualifications or credentials commensurate to those required by New York State Education Department law or regulation, or has failed or refused to perform Services under this Agreement in a manner satisfactory to University, then University shall notify Contractor of such opinion. Contractor shall immediately substitute the agent or employee with a replacement acceptable to University.

2. Payment for Services

- a) In full consideration for the Services, University shall pay Contractor a fee of \$ _____ per annum payable in equal monthly installments in accordance with the rates and guidelines set forth in the attached Specifications. Contractor shall issue a monthly invoice to the University detailing all work performed during the previous month. University shall pay these monthly invoices within 30 days of receipt.
- b) On notice to Contractor, University may withhold payments for unsatisfactory performance results and/or question any item reflected on Contractor’s invoice. Pending settlement or resolution of the issue, University’s nonpayment shall not constitute a default of this Agreement. University shall pay all invoiced amounts not in dispute.
- c) University must consent in writing prior to Contractor’s working in excess of the maximum work values set forth in the attached Specifications.

3. Term

Unless terminated sooner as provided below, this Agreement shall commence on _____ and terminate on _____, or on completion of the Services, whichever shall occur first in time.

4. Contractor’s Capacity and Responsibilities

- a) It is expressly understood that Contractor shall perform the Services as an independent contractor and is not an agent, affiliate, partner, joint venture or employee of University. Contractor agrees that the manner in which it performs its obligations under this Agreement is solely within its direction and control, subject to the terms and conditions of the attached Specifications, and that it is not entitled to tax withholding, Worker’s Compensation, unemployment compensation or any employee benefits, statutory or otherwise.

- b) Contractor shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that Contractor has such authority.
- c) Contractor represents and warrants that its personnel are at least 21 years of age, have been fingerprinted, passed a criminal background check and hold commercial driver's licenses, with P and S endorsements, as appropriate. Contractor further represents and warrants that its vehicles, personnel and equipment shall maintain all necessary licenses, certifications, inspections, registrations and approvals required for the provision of Services under this Agreement. Contractor specifically represents that it will take and perform all acts, conditions and things necessary to enable it to lawfully fulfill the terms and conditions of this Agreement and comply with the obligations assumed hereunder, including insuring that all drivers are fully trained to operate their vehicles in compliance with all safety standards.
- d) Contractor represents and warrants to University that in performing the Services, Contractor will not be in breach of any agreement with any third party.
- e) Contractor agrees that University shall not be liable for any loss, no matter how caused, to vehicles, machinery, equipment, materials or supplies belonging to Contractor or its employees. Contractor may not use University vehicles or equipment for any purpose in connection with any Services required. It is Contractor's responsibility to have included all costs related to vehicles, equipment and machinery necessary to perform the work under this Agreement as part of its bid. Failure to do so shall not entitle Contractor to additional compensation.

5. Confidentiality of Information

Contractor acknowledges and agrees to make best efforts to maintain in a secure fashion the confidentiality of any tangible or intangible information revealed, obtained or developed during the course of or in connection with the performance of the Services, including without limitation any information (in whatever media) contained in any staff or student health, personnel or education record, or any other information or data about which Contractor becomes aware which is or may be a trade secret or of a confidential and proprietary nature ("Confidential Information"). This provision shall survive expiration or termination of this Agreement.

6. Property Rights

Contractor shall not use University's name, logos or trade dress in connection with any representation, solicitation, promotion, advertisement, or sales or marketing publication, without the University's prior written consent. This provision shall survive expiration or termination of this Agreement.

7. Assignment

Contractor may not assign, transfer, subcontract, delegate or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of University. All vehicles shall be operated by Contractor. No operation of any vehicles under this Agreement may be subcontracted to another individual or company without the express written permission of University.

8. Compliance with Laws

Contractor agrees that it will comply at its expense with all laws and ordinance relating to vehicular safety, OSHA, and all other applicable federal, state, county and local codes, laws and regulations in the performance of its obligations under this Agreement, including, but not limited to, insuring ongoing driver qualifications, training, experience and licensure required to perform properly Services under this Agreement without injury to University, its agents or invitees, and the procurement of vehicular permits and certificates where required.

9. Insurance

Contractor may not commence work until it has supplied proof of purchase and maintenance, at its own expense, the following insurance policies in full force and effect during all periods of Service covered by this Agreement:

Statutory workers compensation covering all states in which the Service will be performed, disability benefits and employer's liability coverage in amounts not less than \$1,000,000 per accident or disease.

Commercial general liability insurance with limits of \$2,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury, including sexual molestation and terrorism coverage; \$2,000,000 products/completed operations aggregate; and \$2,000,000 per location aggregate. This policy shall be written on an "occurrence" basis with no deductible, shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

Comprehensive automobile liability insurance containing a \$1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to all work covered by the Agreement documents, and including coverage for terrorism as well as loading and unloading activity.

Umbrella liability insurance in amounts not less than a \$15,000,000 limit providing excess coverage over all limits and coverages noted above.

Each insurance policy described above shall be endorsed to name Long Island University as an "Additional Insured" for all activities covered by this Agreement. The definition of Additional Insured shall include all of Long Island University's trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

All policies shall be written with insurance companies licensed to do business in the State of New York and rated not lower than A-IX by A.M. Best. All policies shall provide primary coverage for obligations assumed by Contractor under this Agreement; shall include terrorism coverage and shall not exclude coverage for sexual misconduct/molestation. University shall receive thirty days prior written notice in the event of cancellation, non-renewal or material modification.

Contractor will, at least ten (10) days before the initial period of Services undertaken pursuant to this Agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Coordinator of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions noted above. Contractor accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured" shall immediately be deemed a breach of contract. Failure of Contractor to secure and maintain adequate coverage shall not obligate University or its agents or employees for any losses.

It is further agreed that Contractor will require all subcontractors and others acting under its direction or control in performing the Services to: (a) execute an insurance and indemnification agreement in favor of University with the Indemnifying Parties agreeing to the same terms and conditions as is contained herein, (b) maintain the same insurance coverage set forth herein, and (c) provide certificates of insurance evidencing the required coverage and naming University as "Additional Insured."

10. Indemnification

Contractor agrees at its own cost and expense to defend, indemnify and hold harmless the University, its trustees, officers, employees, representatives and agents, from and against any and all losses, expenses, claims, demands, judgments, liabilities or alleged liabilities (including attorney's fees) of any nature whatsoever resulting from, arising out of or related to any action or cause of action occurring in connection with Contractor's provision of the Services contemplated by this Agreement, including, but not limited to, any loss, injury or damage, including death, sustained by any person or property in consequence of any act, operation, error or omission arising out of Contractor's Services under the Agreement, or breach of any obligation, representation or warranty of Contractor set forth herein. The foregoing indemnity shall include injury or death of any employee of Contractor and shall not be limited by any type of damages, compensation or benefits payable under applicable workers compensation

or disability benefit act. Contractor agrees to waive its right of subrogation against University, its officers, agents and employees applicable to any claims brought against Contractor by Contractor's agents or employees.

11. Termination

The University may terminate this Agreement at any time. If the Agreement is terminated early, the Contractor will receive a pro-rated fee based upon the work completed as of the termination date.

12. Coordination

Contractor shall cooperate with such contractors, persons or entities as University may designate from time to time in connection with the Services to be performed hereunder, and Contractor agrees to meet with such contractors, other persons or entities at such times as University may require in order to maintain a continuous review process or to expedite any determinations or approvals required during the various phases of performance of the Service work.

13. Notices

Any notice, approval, request, bill or statement from either party to the other shall be in writing and be deemed given when deposited with the U.S. Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand with an appropriate receipt obtained, addressed as follows:

If to the University, to:

Long Island University
Attention:
720 Northern Boulevard
Brookville, NY 11548

[or]

Long Island University
Attention:
1 University Plaza
Brooklyn, NY 11201

If to Contractor, to:

14. Miscellaneous

- a) If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- b) Failure by either party at any time to claim a breach of any Agreement term, exercise any power or enforce any obligation hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, and will not prejudice either party in the context of any subsequent action.
- c) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. It is expressly understood by the parties that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the Supreme Court for the State of New York and each party shall waive their right to a jury trial.
- d) This Agreement and attached Specifications constitute the entire agreement between the parties and incorporate all prior understandings in connection with the subject matter hereof. The Agreement and Specifications may not be modified, waived, amended or discharged except by a writing signed by both parties hereto.
- e) To the extent that any terms or conditions contained in any documents appended hereto or accepted to in electronic format conflict with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the University and Contractor have executed this Agreement by and through their respective representatives as of the date first above written.

LONG ISLAND UNIVERSITY

[CONTRACTOR]

By: _____
Title: _____

By: _____
Title: _____

SPECIFICATION OF SERVICES

SCOPE OF WORK

(must be completed in entirety; may attach relevant section of Contractor's proposal)

Date: _____

Period Covered: _____

Name of Project: _____

Name of Contractor's Firm _____

Project Manager/Telephone Number _____

Is there an existing contract for this Contractor? Please circle YES or NO. If YES, do not complete the remainder of this form. If NO, please complete this form. In either situation, attach this form to each invoice forwarded to the University's Office of Finance for payment.

1. Background description (i.e. reason for services):

2. Specific services / tasks to be performed to complete the project:

3. Tasks to be undertaken, each with time frames for completion and estimated costs:

4. Specifications and documents applicable: (attach all relevant standards, specifications and documents required to perform Services)

5. Deliverables (work product):

6. Anticipated staffing (with billing rates):

7. Estimated total costs (list a subtotal for fees; a subtotal for disbursements and the estimated total cost):

Subtotal for fees: _____
Subtotal for disbursements: _____
Total cost of Services: _____

Billing guidelines: _____

LONG ISLAND UNIVERSITY

CONTRACTOR

By: _____
Print Name, Title:

By: _____
Print Name, Title:

Date

Date