

**NEW YORK CITY DEPARTMENT OF TRANSPORTATION ADOPT A GREENWAY  
MAINTENANCE PROVIDER AGREEMENT**

This Agreement between the City of New York (the "City"), acting by and through

New York City Department of Transportation ("DOT")  
55 Water Street,  
New York, New York 10041

and the "Maintenance Provider" \_\_\_\_\_

having offices at \_\_\_\_\_  
\_\_\_\_\_

**WITNESSETH**

**WHEREAS**, the City desires to acquire maintenance services on segments of the City's greenways; and

**WHEREAS**, the Maintenance Provider has agreed to provide the required maintenance services as part of the Adopt A Greenway program as more fully described herein and in the NYCDOT Adopt-A-Greenway Guidelines ("Guidelines"); and

**WHEREAS**, the Maintenance Provider has agreed to provide these services;

**NOW THEREFORE** in consideration of the covenants and benefits between the parties, as set forth below, the parties agree as follows.

The Adopt-A-Greenway program offers civic-minded organizations or individuals ("Sponsors") an opportunity to enhance New York City's greenways by adopting greenway segments.

These Sponsors must have contracts or other means of guarantee for reliable maintenance. If the Sponsor does not have direct capacity for these requirements, they may look to an approved Maintenance Provider for partnership in fulfilling greenway adoption tasks as outlined herein this Agreement and further detailed in the Guidelines.

**Maintenance Provider Partnerships**

A Sponsor has the option to use its own forces to perform maintenance services or to hire a maintenance provider to perform all or a portion of the maintenance services on its behalf. The organization intending to perform the maintenance tasks will be required to submit a Maintenance Provider Application.

**Maintenance Provider Application**

Companies whose professional services include litter removal and landscape maintenance may submit a statement of qualifications and performance data, in the form of the following Maintenance Provider Application, to become a qualified Maintenance Provider for the Adopt-A-Greenway Program. Interested companies should complete and file this form with DOT, reflecting that the company is qualified to perform such services. DOT shall evaluate each qualification questionnaire, together with any other performance data on file to determine if the company is appropriately qualified. Approved Maintenance Providers will be placed on a list of Approved Maintenance Providers for the Adopt-A-Greenway Program. The list will be distributed in response to public inquiries regarding the Adopt-A-Greenway Program.

Additional items to be submitted along with the Maintenance Provider Application include:

An approved VENDEX Questionnaire, ensuring the Maintenance Provider's designation as a responsible vendor. A responsible vendor is defined as one that has the technical capability and financial capacity to fully perform the requirements of the contract, as well as the business integrity to justify the award of public tax dollars.

A copy of the Certificate of Insurance (verification sheet). The New York City and State Departments of Transportation must be listed as additional insured.

DOT has no authority or involvement in establishing and maintaining the contract between a Sponsor and a maintenance provider. A Sponsor is responsible for obtaining and discontinuing the services of a maintenance provider.

## **Maintenance Provider Requirements**

Each Maintenance Provider must comply with all provisions set forth in this Agreement and the Guidelines in order to retain its status as an approved Maintenance Provider. Where a conflict arises between the terms of this Agreement and the provisions set forth in the Guidelines, the provisions of the Guidelines shall take precedence over the terms of this Agreement.

### **I. Resources**

The Maintenance Provider shall provide all labor and capital resources necessary to perform work set forth in these Guidelines, including:

- A. Maintenance, requiring all bike lanes and plaza space to be swept and cleaned of debris every week. Maintenance of sidewalks shall remain responsibility of the adjacent owner.
- B. Stewardship of features along the greenway path, including street furniture, traffic control devices, street lighting and landscape features. Features should be kept clean and in working order. Damage should be reported to the applicable agency promptly upon discovery.

- C. Snow removal, requiring snow and/or ice to be cleared from the path within four (4) hours after the snow has stopped falling, or by 11 a.m., and if the snow stopped falling after 9 p.m. the night before.
- D. On-call maintenance staff to deal with unforeseen maintenance issue, i.e. garbage blocking the path or overgrown landscaping. Response time should be within 24 hours. Any circumstances that impede safe use of the greenway that are beyond the scope of routine maintenance shall be brought to the attention of DOT.
- E. Reporting to DOT if lack of maintenance by adjacent property owners results in unsafe or obstructed use of the greenway.
- F. Following standards determined by DOT to safely detour cyclists and pedestrians during maintenance, including scheduling maintenance during off peak traffic times. (Weekends, not during weekday hours between 7:00am-11:00am, and parking all service vehicles clear of the greenway or roadway.
- G. Comprehensive liability insurance for all volunteers that might be involved in on-street work. Maintenance Providers shall possess general liability, workers' compensation, employer liability, and auto liability insurance coverage satisfactory to DOT, at minimum limits prescribed in, and in accordance with, the Guidelines. Such insurance shall name the Sponsor, the City of New York, the State of New York, DOT and its officers and employees as additional insureds and shall be cancelable only after sixty days written notice to DOT. In addition, the Maintenance Provider agrees to defend, indemnify, and hold harmless the Sponsor, the State of New York, the City of New York, DOT and its officers and employees from any cost or damage, including attorneys' fees, arising out of or as the result of any actions occurring under this Agreement including the work performed hereunder.
- H. Access to maintenance equipment, including:
  - 1. Several brooms and/or small vehicle that can clean sidewalks and smaller areas.
  - 2. Water distribution from hydrant or local water source.
  - 3. Snow removal equipment that can remove snow from bike lanes and plaza space that are not serviceable by New York City Department of Sanitation or the adjacent property owner. If a vehicle is to be used, 7' clearance width should be adequate.

## **II. Permits**

For each adopted segment of greenway, the Maintenance Provider shall secure a Maintenance Provider Permit (the Permit) from DOT, through the Adopt-A-Greenway Program located at 55 Water Street, New York, New York 10041 and shall perform the services required hereunder in accordance with the terms and conditions of the Permit which are incorporated herein by this specific reference.

### **III. Term of Adoption**

Those who wish to adopt a greenway segment must commit to a minimum of a two-year adoption agreement. This Agreement is for a two-year term beginning on the date of execution of the Agreement with a two-year renewal upon mutual consent of both parties.

If the Maintenance Provider fails to comply with the Agreement, the Guidelines, the terms of the permit issued by DOT, or any other terms and conditions as required by DOT, termination of the contract may be initiated by DOT and the Sponsor will be notified in writing.

If a Maintenance Provider wishes to terminate the Adopt-A-Greenway agreement, the Sponsor must do so by contacting DOT in writing within two months (60 days) of the completion of the current contract.

### **IV. Changes or Upgrades**

Any changes, upgrades or enhancements proposed by the Maintenance Provider must be approved, in writing, by DOT prior to any change in the design or appearance of the greenway segment.

### **V. Relationship to DOT**

The relationship of the Maintenance Provider to DOT arising out of this Agreement shall be that of an independent contractor. Any and all members or employees of the Maintenance Provider under this Agreement, shall be considered agents of the Maintenance Provider, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said members or employees while so engaged, and any act or omission on the part of the Maintenance Provider employees while so engaged in any of the work or services provided or rendered herein, shall be the sole obligation and responsibility of the Maintenance Provider. The Maintenance Provider shall secure workers' compensation insurance, for the benefit of, and keep insured during the life of this Agreement, such members and employees engaged herein as are required to be insured by the provisions of the Workers' Compensation Law.

### **VI. Limits of the Agreement**

This Agreement is limited to activities performed in conformance with the Guidelines and does not authorize any other activities on the greenway right-of-way.

### **VII. Adopt-A-Greenway Sponsor Signage**

DOT will install Adopt-A-Greenway base signs along the greenway, at approximately ¼ mile intervals, taking into consideration safety and informational signage. Sponsors must report damaged or missing signs. Signs are hung on guide rails, or existing lampposts.

The Adopt-A-Greenway base sign will measure 36" in width and 24" in height. It is used for all segments and includes a removable Sponsor Recognition Panel sign which includes the Sponsor's name and/or logo that must conform to DOT specifications. The Sponsor Recognition Panel sign shall measure 30" in width and

12" in height. Prior to producing the Sponsor recognition panel, all artwork must be submitted to DOT for approval. Other additions beyond the Sponsor name, including product names, addresses, directions, or slogans are not allowed on the recognition panel. In lieu of a recognition panel, a Sponsor may choose to have a sign installed that promotes the cause of safety. Such signs shall not identify the Sponsor. The safety message must be approved in writing by DOT prior to the installation of the sign.

If a Sponsor terminates their relationship with the program the sign will remain, but the recognition panel will be removed. DOT will replace the recognition panel with a panel that reads "SITE AVAILABLE"

VIII. Attached hereto and made a part hereof is Appendix A, General Provisions for New York City Contracts.

\_\_\_\_\_  
Signature of Authorized Representative  
Of Maintenance Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted Wright  
Director, Greenways

\_\_\_\_\_  
Date



