

TOWN OF SOUTHAMPTON

Adopt a Bus Shelter Program

Guidelines

Program Description

A. Adopt a Bus Shelter Program

The Adopt a Bus Shelter program offers civic minded companies and individuals and corporations, an opportunity to enhance the Town's Bus Shelters by sponsoring litter removal in their designated shelter, once a week for a year.

Under this program Sponsors hire private maintenance providers who have been approved by the Town as meeting the criteria for this program. Each Sponsor's generosity is acknowledged by a sign with the Sponsor's name, provided by the Town of Southampton at the bus shelter site they choose, with the words,

"Town of Southampton Thanks "Your Company's name" for Keeping This Bus Shelter Clean"

B. Maintenance Providers

Maintenance providers must be approved by the Town of Southampton after it has been determined that they meet the criteria for this program, listed under Criteria for Maintenance Providers, E. The provider's information will be listed on the Town's website as "Maintenance Providers" for the Sponsors to select and contact the provider of their choice.

C. Limit of Maintenance Providers

The Town has set a maximum of five (5) approved maintenance providers to participate at any one time in the Adopt a Bus Shelter Program.

D. Maintenance Providers Obligations

Maintenance Providers act as independent contractors for those Sponsors who wish to participate in the ASP program, by performing litter removal and general clean-up of litter in the shelter area, all garbage will be bagged and removed by maintenance provider at the sole cost and expense of Sponsor.

The maintenance provider is responsible for the following:

- Coordinating all activities and schedules with the Town;
- Removing all litter from in and around the bus shelter, to be bagged and disposed of by Maintenance Provider at Sponsors expense;
- Empty garbage receptacle and replacing with new trash bag, provided by maintenance provider;
- Entering into agreements with the Sponsor in accordance with these guidelines;
- Performing all administrative work associated with the program including billing and related services with the Sponsor;

Maintaining records of each cleaning, including but not limited to:

- Sponsor Name, Mailing Address and Phone and Contact Information;
- Bus Shelter Location;
- Level of services provided in detail;
- Hours provided with rate attached;

Providing Town with all required documentation including but not limited to:

- Proof of Insurance on proper forms;
 - Copy of contract between Sponsor and Maintenance Provider;
 - Weekly cleaning schedule;
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- Supply all labor, equipment, supplies and capital resources necessary to meet the maintenance obligations of the contract and these guidelines;
 - Ensure that all personnel provide work in a safe and workmanlike manner;
 - Complying with all Town, Local, State and Federal regulations;

E. Insurance Requirements

Maintenance Providers must have a valid New York State driver's license. Maintenance Providers must obtain and provide to Town a general liability certificate, workers compensation and disability insurance or a waiver therefore, and automobile insurance. The Town of Southampton must be listed as "additional insured" on the maintenance provider's liability policy, the address for the Town of Southampton is 116 Hampton Road Southampton, NY 11968. The limits and forms listed below are what is required to be provided by maintenance provider:

	<u>Form</u>	<u>Limits</u>
General Liability	Accord form	1,000,000 per occurrence 2,000,000 in aggregate
Workers Comp	C-105.2 form	Statutory limits required by NYS law
Disability	DB-120.1 form	Statutory limits required by NYS law

If you have no employees you may be exemption from carrying workers comp or disability, please visit www.wcb.ny.gov for more information or to obtain the CE-200 from which exempts you from this requirement.

Automobile	Accord form	1,000,000 per occurrence
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Town must be supplied with a list of all vehicles that will be driven by employees performing this work.

These certificates must be valid and when the expiration is nearing the maintenance provider is required to update their certificates and provide a current valid certificate to Town of all applicable insurances.

F. Sub-Contracting

Maintenance Provider are not allowed to subcontract this work out, it must be performed by provider or its employees.

G. Notifications

Maintenance Providers must send to Town, a monthly work schedule prior to the beginning of each month. Work schedules must include Sponsor name and scheduled work date. Maintenance Providers must notify Town of any changes in their work schedules as they happen.

H. Solicitations of Sponsors

Upon the request of any interested party, Town shall provide a list of all approved maintenance providers, including the company name, contact person, address, phone number, and email and fax number.

I. Sponsor/Maintenance Provider Relationship

The Town of Southampton will not be a party to any contract between the maintenance provider and the sponsor. Neither the maintenance provider, nor the sponsor is an agent for the Town of Southampton. Both the maintenance provider and the sponsor are expected to be fully familiar with the provisions of these GUIDELINES. The Town may revoke the services of maintenance provider, if the maintenance provider fails to adhere to these GUIDELINES or with applicable rules and regulations set for the by Federal, State, Town and Local agencies. The cost for Sponsors participating in this program is to be negotiated solely between the Sponsor and the maintenance provider. All billing and collection occurs between those two parties. The Town of Southampton reserves the right to review the contract between the Sponsor and maintenance provider.

J. Location of Work

The Bus shelters are located as follows:

1. SR 24/Flanders Rd. Riverside, both sides, opposite and in front of the McDonalds at the roundabout, two shelters at this location;
2. SR 24/Flanders Rd. in front of the Cohan Community Center;
3. CR 80/Montauk Highway in front of the Hampton Bays Movie Theater shopping center;
4. South side of SR 27/Montauk Highway, Watermill (opposite the Watermill Shops);
5. SR 27/Montauk Highway, Bridgehampton, both sides, in front of and opposite Bridgehampton Commons, two shelters at this location;

Future Bus Shelter Locations:

6. CR 39, north side, at the bus turn-out adjacent to Shrubland/Sebonac Rd. intersection;
7. CR 39, north side, at the bus turn-out immediately east of the Sandy Hollow intersection;
8. SR 27/Montauk Highway, Watermill, north side, immediately east of the Watermill Shoppes development;

H. Levels of Services

The services performed at the Bus Shelter locations shall be performed on one (1) time per week between the months of January 1 and December 31 of any given year, the Maintenance Provider reserves the right to increase the frequency of cleaning as necessary. The services include both garbage removal and general clean up of litter contained within bus shelter location. Garbage must be removed by Maintenance Provider and billed to Sponsor at their sole cost and expense.

In the event the bus shelter is covered in snow, litter and garbage removal will not be necessary but will resume immediately on regular schedule when snow is removed.

When a contract is awarded between the Sponsor and Maintenance Provider, Town will review with Maintenance Provider what is expected of the clean-up.

Town reserves the right to increase frequency of clean-up annually, if the need exists.

K. Term of Sponsoring

Each agreement between Sponsor and Maintenance Provider shall not exceed one (1) year. After the first year is complete, the Maintenance Provider shall provide **first right of refusal** to the Sponsor that held the first year's contract, if they do not wish to participate, the Maintenance Provider will allow other Sponsor(s) to contract with the Maintenance Provider.

M. Sponsors Leaving the Program

A sponsor may end their association with the Maintenance Provider in accordance with their agreement, as long as it is understood that Maintenance Provider will have two (2) weeks to obtain a new sponsor to complete the agreement.

N. Signs

Sponsor signs are intended to acknowledge a Sponsor's generosity in helping the Town. The signs are not intended as advertising.

The standard sign design will be displayed at the Bus Shelter location Sponsor chooses and placed in a removable recognition panel which includes the Sponsor's Name, LOGO, Phone Number and/or Web Address, this information must conform to TOWN specifications. **No Profanity, Political Affiliation or Vulgar language to be utilized.**

Any other additions including product names, directions, or slogans are not allowed on the sign.

If a Sponsor terminates their relationship with the program the TOWN, TOWN will replace the Sponsor panel with a panel that reads SITE AVAILABLE.

O. Town's Role

TOWN OF SOUTHAMPTON'S role in the Adopt A Bus Shelter Program lies in assuring that only responsible, qualified companies are allowed to work on the in this program, setting minimum levels of service, overseeing the removal of debris, and monitoring the work of the Maintenance Provider as a way of supporting the Sponsors. TOWN also supports the Program by providing the following field and administrative services:

Conducting inspections to ensure that Maintenance Providers are removing litter satisfactorily and operating in a safe manner.

Providing ABSP program administrative oversight; approving Sponsors, approving artwork, etc.

Installing signs on sponsored shelters on behalf of Sponsor.

TOWN may, upon reasonable notice, review contracts to which the Maintenance Provider, or its agents are parties to relative to the permitted activities under this program including such records as required under the Maintenance Provider Obligations section.

P. Revocation

The TOWN is responsible for the Bus Shelter. The use of Shelter must be carried out and completed in accordance with terms and conditions of the agreement and in accordance and comply with all Federal, State and Local laws.

Failure of the Maintenance Provider to adhere to the conditions set forth Federal, State and Local laws and these GUIDELINES will result in penalties including possible revocation of the agreement and termination from the ABSP Program.

Chronic instances of an MP not removing litter as mandated in these GUIDELINES will result in an MP forfeiting its privilege to participate in the ABSP Program for all work that is permitted to perform and the opportunity to perform such work in the future. This decision will be at the discretion of the TOWN.