

BATTERY PARK CITY PARKS CONSERVANCY CORPORATION

REQUEST FOR PROPOSALS

FOR

ON-CALL TREE REMOVAL SERVICES

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I. SUMMARY

The Battery Park City Parks Conservancy Corporation (“BPCPC”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from Arboriculture Companies (each individually, a “Proposer” or collectively, the “Proposers”) to provide On-Call Tree Removal Services to BPCPC. On-Call Tree Removal Services shall include, but not be limited to: (1) safe removal of dead or partially dead trees, (2) stump grinding or removal, and (3) removal of branches, tree trunks, stumps and/or wood chips.

Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”) are encouraged to submit Proposals.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate BPCPC to complete the selection and contract award process. BPCPC reserves the right: 1) to accept or reject any and all Proposals; 2) to request additional information from any or all Proposers to assist BPCPC in its evaluation process; 3) to amend or withdraw this RFP prior to the announcement of the selected firm; and 4) to award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF BPCPC

BPCPC is a non-profit organization whose main purpose is to manage, operate, and repair the parks and open spaces in and around Battery Park City’s residential and commercial areas. These responsibilities have been delegated to BPCPC by Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) through a written Management Agreement.

Created in 1988, BPCPC has a mandate to maintain and operate the parks in a world class manner. BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-long waterfront esplanade, in Battery Park City. BPCPC has used sustainable management practices for both its soft and hardscape areas. All BPCPC tasks, from horticultural practices to graffiti removal, are accomplished without the use of toxic chemicals.

BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has built out a commercial condominium unit in a residential building in Battery Park City, which serves as BPCPC headquarters. BPCPC is organized into several different departments including horticulture, maintenance, parks programming and administration.

BPCA is a public benefit corporation created in 1968 under the laws of the State of New York for the purpose of financing, developing, constructing, maintaining, and operating a planned community development of the Battery Park City site as a mixed commercial and residential community.

To obtain a copy of BPCPC/BPCA’s most recently completed audited financial statements, please visit BPCA’s official website at www.batteryparkcity.org. The audited financial statements and related reports found on BPCA’s website will provide you with an overview of the operations for which BPCPC is responsible and the areas of expertise in which the selected Proposer must be proficient. For an overview of BPCPC’s operations, please visit its website at www.bpcparks.org.

III. SERVICES REQUIRED

A. If selected, Proposer will be responsible for the safe and efficient removal of trees identified to be removed by BPCPC.

B. All work to be performed by the selected Proposer shall be performed under the supervision of an ISA Certified Arborist on the Proposer's staff with a minimum of one year's experience with Proposer (the "Key Person"). The Key Person will be in charge of this engagement and must ensure that the work completed for BPCPC is performed competently, efficiently, safely, and in a timely manner.

C. If selected, Proposer shall provide BPCPC with immediate tree removal services as indicated in the attached Exhibit B (the "Scope of Work") as well as the option to use their services over the next three years should the occasion arise where it is necessary.

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

The following is a list of key dates, up to and including the date Proposals are due to be submitted, which is subject to change at BPCPC's discretion:

■ Request for Proposals issued: **Monday, June 24, 2013**

■ Deadline to submit questions to BPCPC: **Monday, July 1, 2013** by 4:00 p.m. (by email only)

All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Evonne Marche, Office Manager, Battery Park City Parks Conservancy, at emarche@bpcpc.org

■ Deadline for BPCPC's response to substantive questions: **Monday, July 8, 2013** (by email)

■ **DUE DATE FOR RESPONSES TO RFP: Monday, July 15, 2013 by 3:00 p.m. (the "Due Date")**

■ Selection and notification of successful Proposer: To be determined.

■ Contract start date: To be determined.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be three years. BPCPC reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. BPCPC reserves the right to terminate the Contract at any time, without prior notice, if the ISA Certified Arborist identified in the Proposal as the Key Person for this engagement ceases to be employed by the selected Proposer.

V. GENERAL REQUIREMENTS

A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals

Please see **Exhibit A** (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact “MBE/WBE Designated Contact”: Mr. Anthony Peterson at 212.417.2337.

B. Restricted Period

Applicants are restricted from making contact with anyone other than the Designated Contact or MBE/WBE Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by BPCPC (the “Restricted Period”). Employees of BPCPC are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communications under circumstances where a reasonable person would infer that the communication was intended to influence BPCPC’s conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 3:00 p.m. on Monday, July 15, 2013

Proposers must submit five (5) paper copies of their Proposals and one (1) electronic CD-Rom copy in a sealed package clearly marked “**Proposal Enclosed – On-Call Tree Removal Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Evonne Marche
Battery Park City Parks Conservancy
75 Battery Place
New York, NY 10280

BPCPC is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein and be time stamped by BPCPC’s time stamp prior to the Due Date. Please leave ample time for delivery, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended Proposal, clearly labeled “**Amended Proposal Enclosed - On-Call Tree Removal Services,**” as long as the amended Proposal is submitted by the Due Date.

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

D. Mandatory Forms

Proposers must complete and include with their Proposal all “Mandatory Forms,” which can be found at the following URL address: http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf, by the Due Date.

These Mandatory Forms include the following:

1) NYS Standard Vendor Responsibility Questionnaire – **Submit with the Cost Proposal (as described below), one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the Cost Proposal.** The NYS Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

2) State Finance Law § 139 Form 1 – **one original unbound completed SFL 139 Form 1: Professional's Certifications Pursuant to SFL § 139-j and § 139-k with original signature.** State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.

3) W-9 form.

4) Statement of Non-Collusion.

5) Diversity Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must be printed on 8½" x 11" paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length and should be limited to no more than ten (10) pages, exclusive of the Transmittal Letter and the Appendices listed below. BPCPC reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

1) Transmittal Letter, as follows:

The Proposal must include a signed Transmittal Letter from a person within the firm who is authorized to bind the firm, preferably the Key Person. **Transmittal Letters must be signed. Proposals with unsigned Transmittal Letters will be rejected.**

The Transmittal Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

2) Executive Summary.

3) Firm's discussion of its understanding of the Services Required (see Section III).

4) Firm's Responses to the RFP Questions and RFP Additional Information Request, set forth below.

5) Firm's Cost Proposal, as described below.

C. RFP Questions

- 1) Briefly describe your firm's background, size, and history as it may be relevant to the Services Required. If your offices are located in more than one city, indicate which office will provide the services.
- 2) Please describe your experience handling tree removal in public places, such as public parks.
- 3) Within the past three years have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 4) How does your firm identify and manage conflicts of interest?
- 5) Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last 5 years? If so, please describe the relevant facts.
- 6) Within the last five years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of tree removal services? If so, please provide an explanation and the current status or disposition of the matter.
- 7) Are there any potential conflict of interest issues in working in Battery Park City?
- 8) List any professional or personal relationships your firm's arborist may have with BPCPC's Board and/or staff members of BPCPC.
- 9) Identify the ISA Certified Arborist on Proposer's staff who will be the primary contact and Key Person in providing services to BPCPC, and who will be listed as such in any contract with BPCPC.
- 10) Describe your proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York City public parks.
- 11) Describe your firm's "backup plan" in the event that the Key Person assigned to this engagement leaves the firm.
- 12) Identify the manner in which your firm will dispose of the chips, stumps, etc. removed from Battery Park City.
- 13) Describe how your firm organizes their tree removal crew on a regular basis.
- 14) State how quickly your firm can respond, when called, regarding emergency tree removal work.
- 15) State how quickly your firm will respond to non-emergency tree removal work.
- 16) In the past five years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and each such client's in-house counsel's name, address and telephone number.
- 17) Please provide any additional information which would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.

D. RFP Additional Information Request

1) Insurance:

- a. Do you impose any limitations on liability through your contracts?
- b. Describe the levels of coverage for any professional liability insurance your firm carries. List the insurance carrier(s).
- c. General Liability Insurance limits shall not be less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate; Products/Completed Operations limits shall not be less than \$2,000,000; Automobile liability limits shall not be less than \$1,000,000; Workman's Compensation not less than New York State Statutory Limits; Employer's

Liability shall not be less than \$1,000,000 and Umbrella Liability shall not be less than \$2,000,000.

2) Appendices:

- a. Include professional biography for the Key Person listed in your Proposal.
- b. Attach a sample contract that your firm uses for the provision of services to governmental clients.

3) References:

Please provide at least three client (3) references for whom your firm has performed similar work to that requested in this RFP. For each client, please provide the name, address and telephone number for the client's Director of Horticulture, Landscape Manager, or appropriate staff person.

E. Cost Proposal

Each "Cost Proposal" must state the cost for the trees listed in the Scope of Work to be removed. In addition, a separate price must be stated for any future tree removals in the next three years, to be based on an hourly rate for the staff and equipment required.

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a firm:

- That demonstrates a thorough understanding of the Scope of Work and the specific responsibilities which it entails;
- Possesses adequate resources to handle responsibilities in a timely basis and to handle unforeseen circumstances that may arise; and
- Assigns highly skilled, experienced, diligent, responsible and professional personnel to perform the required services.

The selection process will begin with the review and evaluation of each of the written Proposals. The purpose of this evaluation process is twofold: (1) to examine the responses for compliance with this RFP and (2) to identify the complying firms that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to BPCPC. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of BPCPC's employees selected by BPCPC (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

BPCPC reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

BPCPC reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of the interview is to further document a Proposer's ability to provide the

Services Required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Key Person as well all other key personnel proposed to provide the services must be present and participate in the interview. The firm will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

- 1) Qualifications and experience of firm/staff: **40%**
- 2) Cost of current tree removal (A): **25%**
- 3) Cost for on-call tree removal services (B): **25%**
- 4) Proposed MBE/WBE utilization plan (the “Utilization Plan”) and/or Firm MBE/WBE status: **10%**

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of BPCPC, subject to a determination that the Cost Proposal is fair and reasonable.

VIII. NON-COLLUSION

By submitting a Proposal, Proposers hereby warrant and represent that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of BPCPC.

EXHIBIT A

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

BPCPC uses best efforts to comply with New York State Executive Law Article 15-A and recognizes the obligation under the law to promote opportunities for maximum feasible participation of certified MBE/WBEs and the employment of minority group members and women in the performance of BPCPC contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCPC establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts. Note that BPCPC uses the services of BPCA’s Diversity Department to monitor compliance with this Exhibit.

Business Participation Opportunities for MBE/WBEs

For purposes of this solicitation, BPCPC hereby establishes an overall goal of 20% for MBE/WBE participation, 10% for MBE participation and 10% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBE/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCPC may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBE/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how BPCPC/BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCPC may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBE/WBEs had the Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or Proposal, a Proposer agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Proposers are required to submit a Utilization Plan with their bid or Proposal. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.

B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

D. BPCPC/BPCA may disqualify a Proposer as being non-responsive under the following circumstances:

- 1) If a Proposer fails to submit a Utilization Plan;
- 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
- 3) If a Proposer fails to submit a request for waiver; or
- 4) If BPCPC/BPCA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the MBE/WBE goals of the Contract.

Equal Employment Opportunity Requirements

The Contractor is required to ensure that it shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract, if known.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

For questions on MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.

EXHIBIT B

Scope of Work – Tree Removal Services

BPCPC is seeking to hire a contractor to provide “on-call” tree removal services in the event of any situation requiring removal of large trees, such as Superstorm Sandy. There are weight restrictions on the Esplanade which require that any vehicle or equipment utilized not exceed 750 lbs per square foot when fully loaded. In addition, there are some tight spaces between railing posts, light poles, benches, paths, etc. As it is a public pathway, the Esplanade cannot be closed and the general public will be in the vicinity of the tree removal services being performed. A site tour will be scheduled and all prospective bidders must attend. Prospective contractors will need to inspect the site and fully understand the work and possible space constrictions before bidding on this RFP. The work must be performed by an ISA Certified Arborist specializing in tree removal.

A: Immediate Tree Removal

Approximately 35 **entire** trees, with 10” to 25” caliper DBH, will need to be removed. In addition, 5 10 foot high tree trunks and roots and 2 tree stumps must be removed. These trees were compromised from the salt that inundated the soils after Superstorm Sandy. See Exhibit C (the “Map”).

All wood, wood chips and stumps must be discarded off-site. In addition, approximately 20 cubic yards of wood chips currently stored in Battery Park City must be removed.

B: On-call Tree Removal

Proposers must be available for emergency tree removal should there be a need in the next three years. The firm must be mobilized and available for work within 24 hours.

REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinances of local, state and federal authorities having jurisdiction. Provide labor, materials, equipment and services necessary as per specification. Work shall comply with such requirements without additional cost to BPCPC.
- B. Procure and pay for permits and licenses required for work.

PROJECT/SITE CONDITIONS

- A. Proposer will be responsible for pedestrian and vehicular safety and control within the work site. Proposer must provide the necessary warning devices and ground personnel needed to give safety, warning and protection to persons and vehicular traffic within the area.
- B. During the term of the engagement, Proposer will be responsible for all damage to existing features above and below ground (benches, utility lines, irrigation pipes, lampposts, path surfaces, and existing vegetation) incurred as a result of its performance of the required services. Repairs and/or replacements of any damaged items shall be made to the satisfaction of BPCPC.
- C. The conditions of public thoroughfares and roads must be investigated as to availability, clearances, load limits, restrictions, and other limitations affecting transportation to, ingress and egress out of, the work site.

- D. Should the winning Proposer, in the course of the engagement, find any discrepancies between the Map and actual physical conditions, it will be the Proposer's duty to inform BPCPC immediately in writing for clarification. Work done after such discovery, unless authorized by BPCA/BPCPC, will be done at the Proposer's risk.

DISPOSAL AND CLEAN UP

- A. Promptly remove soil and debris created by tree removal from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Legally dispose of, off-site, all refuse and debris from these operations. Do not dump or burn materials on site. Proposer shall remove waste materials, unsuitable and excess materials from the Battery Park City and shall recycle and provide for reuse as specified, and when deemed unsuitable for recycling and reuse, legally dispose of such waste off-site.
- C. Maintain the site in an orderly condition during the performance of the required services. Continuously and promptly remove excess waste materials, and keep walks and streets clear. Store materials and equipment where directed. Promptly remove equipment, debris and trash upon completion and prior to initial acceptance of Work. Leave the site in a neat, orderly, "broom clean" condition every day and at final completion.

EXHIBIT C

Map

BATTERY PARK CITY



ELIOT SPITZER
Governor, State of New York

JAMES F. GILL
Chairman

CHARLES J. URSTADT
Vice Chairman

DAVID B. CORNSTEIN
Member

ANDY K. SHENOY
Member

ROBERT J. MUELLER
Member

EVELYN K. ROLLINS
Member

FRANK J. BRANCHINI
Member

JAMES E. CAVANAUGH
President & Chief Executive Officer

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