

DESIGN GOVERNANCE AGREEMENT FOR THE PENN STATION RECONSTRUCTION PROJECT

This Design Governance and Cost Share Agreement for the Preliminary Design Phase of the Penn Station Reconstruction Project (“Agreement”), effective as of the 3rd day of February, 2023 (“Effective Date”), is made by and among (i) National Railroad Passenger Corporation (“Amtrak”), a corporation organized under 49 U.S.C. § 24101, *et seq.* and of the District of Columbia, Metropolitan Transportation Authority, a New York State public authority and public benefit corporation, acting for itself and on behalf of its subsidiary and affiliated agencies (Metro North Railroad Company (“MNR”), Long Island Rail Road Company (“LIRR”), New York City Transit Authority (“NYCT”) and MTA Construction and Development Company (“MTA C&D”), collectively, “MTA”), and (iii) the New Jersey Transit Corporation (“NJ TRANSIT”), an instrumentality of the State of New Jersey.

WHEREAS, Amtrak is the owner of the New York Pennsylvania Station (“Penn Station”), a transportation hub that serves passengers traveling on Amtrak, NJ TRANSIT and LIRR trains and is adjacent to several NYCT subway lines, and will serve MNR commuter trains through the Penn Station Access project; and

WHEREAS, NYCT operates two (2) subway stations serving Penn Station passengers, LIRR, as a tenant of Amtrak, serves passengers commuting into and out of Penn Station from locations throughout Long Island and Queens, and MTA plans to introduce MNR service to Penn Station through the Penn Station Access project; and

WHEREAS, NJ TRANSIT, has a commuter easement to operate railroad service at Penn Station as well as a long-term lease in a certain area of Penn Station, operates several commuter lines into and out of Penn Station, serving passengers throughout New Jersey and points north in Rockland and Orange Counties, New York and plans to expand services to Penn Station through the Gateway Program; and

WHEREAS, Amtrak, MTA, NJ TRANSIT (hereinafter collectively referred to as the “Parties” or in the singular as “Party,” as the context requires) agree that an architectural and engineering design is needed for Penn Station Reconstruction (the “Project”) to avoid duplication of effort, conflicts, inconsistencies and inefficiencies associated with a segmented and uncoordinated redevelopment of the Penn Station property, and to help transform Penn Station into a world-class transportation facility; and

WHEREAS, the Parties have a shared interest in minimizing Project costs and the time required to design and construct the Project and in the overall success of the Project; and

WHEREAS, the Parties acknowledge and agree that the Project will be implemented using a progressive delivery method (i.e., Construction Manager at Risk (“CMAR”), sometimes called Construction Manager / General Contractor (“CM/GC”), Design-Build (“DB”), Progressive Design-Build (“PDB”), or Public Private Partnership (“P3”)) to be selected by the Parties at a later date; and

WHEREAS, on behalf of the Parties, MTA has retained an Architecture and Engineering Consultant (the “Consultant”) to perform preliminary design for the Project, nominally to a 30% level of completion (the “Base Scope”), with six (6) options (“Options”) to conduct further design efforts following the Parties’ agreement on the Project’s procurement and delivery strategy; and

WHEREAS, the Base Scope for the Project and the required deliverables are outlined in the Technical Scope of Services, dated May 31, 2022, which is Appendix A of the Request for Proposals (“RFP”), MTA Contract No. CS00005C, Architectural and Engineering Design Services for the Penn

Station Reconstruction Project (the “Consultant Contract”) approved by all Parties and attached hereto as **Exhibit A**; and

WHEREAS, the Parties agree to ultimately share equally in the costs of the Consultant’s performance of the Consultant’s Base Scope; and

WHEREAS, the Parties agree that the Base Scope deliverables shall inform and guide the Parties’ mutual decision to exercise any of the Options; and

WHEREAS, the Parties acknowledge and agree that the Project’s procurement and delivery strategy must be agreed to by all Parties prior to any of the Options being exercised; and

WHEREAS, the Parties acknowledge that expenses have been incurred prior to the execution of this agreement, and that beginning January 1, 2023 any party that incurred expenses thereafter under the terms of this agreement will have those expenses considered contributions toward each Party’s responsibility for the overall project cost to the extent that documentation supports the credit; and

WHEREAS, the Parties desire to work swiftly and collaboratively to create a Steering Committee (“Steering Committee”) consisting of members of each Party that will offer oversight for the Project; and

WHEREAS, the Parties agree to carry out their responsibilities in connection with the Base Scope of the Project in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following provisions, and for other good and valuable consideration, receipt whereof is hereby acknowledged, the Parties agree as follows:

1. Selection and Award of the Consultant

- a. The Parties will establish a Selection Committee to review the technical proposals submitted for the Project.
- b. The Selection Committee will be composed of one (1) senior management-level employee representative from each of the Parties (three (3) members total). Each Party has the right to select its own representative.
- c. Each member of the Selection Committee shall have equal voting / scoring rights as the other Parties’ members.
- d. Each Party may appoint a non-voting technical advisor to assist in reviewing the proposals, participate in Proposer interviews and provide advice during Selection Committee deliberations.
- e. The City of New York and Empire State Development may each appoint a non-voting technical advisor to assist in reviewing the proposals, participate in Proposer interviews and provide advice during Selection Committee deliberations.
- f. The Selection Committee evaluation will be in compliance with the Brooks Act (Public Law 92-582), also known as Qualifications Based Selection (“QBS”).
- g. MTA will not award the Contract to the Consultant unless the Consultant and its cost proposal is approved by the Parties.

2. Management of the Project

- a. MTA will appoint a senior manager as Project CEO (“PCEO”) to manage the Consultant and the design process.

- b. The PCEO will ensure that the Consultant submits a monthly progress report with its invoices, including a summary of design progress and an update on the remaining Project budget and on the Project schedule, which will be shared with the Parties upon receipt from the consultant. On a quarterly basis, the Consultant will be required to submit an estimate of the Project cost at completion (“EAC”), and a description of any measures they are taking or will need to take to keep the Project within budget and on schedule.
- c. Amtrak and NJ TRANSIT will each appoint a Project Manager (“PM”) to work collaboratively with the PCEO to advance the Project through the Base Scope and once approved, the Option scopes of services exercised by the Parties. Each Party has the right to select its own PM.
- d. The PCEO, PMs, and the Consultant, i.e., the Core Project Team, will be co-located on or near the project site.
- e. The PCEO and PMs will meet on a weekly basis or as needed to advance the Project and resolve any issues that arise, including the Consultant in the meetings as appropriate, and will keep each other informed of all work by their respective agencies relevant to the Project.
- f. The PCEO and PMs will work in good faith to resolve any issues that may arise. If, however, they are unable to come to agreement on a topic, that topic may be escalated to the Steering Committee, discussed in Section 4 below.
- g. The Parties will procure a Project Management Consultant (“PMC”) at the appropriate agreed-upon time, under terms to be agreed, to support the Parties in managing the design and construction procurement process and to provide construction management services throughout the construction phase. The procurement process will mirror the procurement of the Consultant. A full listing of all secondary agreements that are required under the terms of this Agreement is contained in **Exhibit C**.
- h. The PCEO shall ensure that the PMs are invited to all meetings with the Consultant, will be included on all communications with the Consultant, and will receive copies of all Project materials and records.
- i. Materials, drawings, and other information provided to the Consultant deemed to be sensitive or confidential by the Parties shall be kept in confidence subject to the NDA previously signed by the Parties and shall not be released to outside parties without the concurrence of the Steering Committee. The Consultant shall implement appropriate document control measures to ensure the confidentiality of information deemed sensitive by the Parties. The Parties shall include and enforce this Section in all subcontracts.
- j. Regular updates with key external stakeholders will be scheduled to ensure strong communication lines and coordination.

3. Management of Design

- a. Design Oversight Meetings: The PCEO and PMs will schedule regular design oversight meetings to review the progress of the Consultant. Recognizing the aggressive 12-month Base Scope schedule, the design oversight meetings will serve as “over-the-shoulder” reviews as the design advances and as the primary avenue for providing feedback and guidance to the Consultant. Comments will be recorded and circulated by the Consultant staff, who will maintain a rolling list of design issues and resolutions to support the Project record. The PCEO and PMs will invite appropriate staff from their respective agencies and, when on board, the PMC.
- b. Workshops: The PCEO and PMs will organize workshops as needed on particular topics that require longer and more in-depth discussion than can be accommodated in the regularly scheduled design oversight meetings or require detailed input from subject matter experts. The PCEO and PMs will invite appropriate staff from their respective

agencies and, when on board, the PMC. The PCEO shall provide no less than fourteen (14) calendar days' notice to the PMs prior to scheduling the oversight workshops. Comments from the workshops will be recorded and circulated by the Consultant staff. The conclusions, recommendations, insights and actions arising from the Workshops will be memorialized in technical memos or white papers, as appropriate, to support the Project record.

- c. Working Groups: The PCEO and PMs will convene smaller working groups comprising of the Parties' staffs to provide advice and recommendations on particular topics that will take multiple meetings over some time to think through and/or critical input from third parties. The topics for working groups are not limited to design but may also include broader topics such as station operations and integration, station governance structure, security, constructability, maintenance of service during construction, revenue sharing, or other topics. The PCEO and PMs will invite appropriate staff or executives from their respective agencies or outside subject matter experts from other agencies or consultants. The decisions, conclusions, recommendations, insights and actions arising from the working groups will be memorialized in technical memos or white papers, as appropriate, to support the project record.
- d. The Parties may perform technical reviews through independent contracting support at their own cost and expense, and not credited towards the Party's responsibility toward the overall project cost.
- e. All three Parties will jointly maintain ownership of all materials produced under the Base Scope and Option scopes. Before releasing any documents to the public or in response to a state or federal freedom of information law/Freedom of Information Act request or other subpoena, the Party receiving the request will notify the other Parties and provide them with a timely opportunity to object or otherwise contest the disclosure.

4. Steering Committee

- a. The Parties will timely establish a Steering Committee to provide oversight of the Project and resolve any issues escalated by the PCEO and/or PMs in connection with the Consultant's scope of work.
- b. The Steering Committee shall comprise a senior executive-level employee (not to preclude alternates, to assure full representation) from each of the Parties, vested with decision-making authority for their respective organizations, each with an equal vote.
- c. Decisions of the Steering Committee must be unanimous. If unable to reach a unanimous decision after discussing an issue during a Steering Committee meeting(s) the Steering Committee shall refer the issue to the Principals Committee as described in Section 5.
- d. The Steering Committee shall meet no less than every other month throughout the term of the Consultant's performance, at a time and location that is convenient for all members. The PCEO and PMs will attend the Steering Committee meetings, and the PCEO, consulting with the PMs as appropriate, will prepare an agenda and any supporting materials required. The Consultant's and, when on board, PMC's attendance at the Steering Committee meetings shall be determined at the direction of the Steering Committee. The Steering Committee representatives may invite staff or other executives from their respective agencies to attend as well and can meet in executive session as needed at their discretion. The Consultant will provide personnel to prepare and circulate meeting minutes for each meeting memorializing the decisions, directions and actions arising.
- e. The Parties acknowledge that the Technical Scope of Services attached hereto as **Exhibit A** identifies the goals, scope, schedule and staffing desired by the Parties in connection with the Consultant's scope of services (the "Scope of Services"). The Steering

Committee meetings shall serve as a forum to: (a) review the Consultant's progress; (b) discuss relevant issues, concepts and alternatives relating to the Project; and (c) agree upon the process under which the Project will be procured and delivered. The Steering Committee will also receive full and transparent updates on the Consultant's work.

- f. All material external communications, including press releases and release of Project information to the public, regarding the Consultant's work and related decisions must be unanimously approved by the Steering Committee.
- g. The Steering Committee shall allow reasonable time for review and approval of the midpoint design, draft final design, and final design deliverables for the Base Scope (30% design submission) and any exercised Option deliverables by the Parties and (if required) their respective Boards before the Base Scope and Option deliverables are adopted by the Steering Committee and released to the public. For avoidance of doubt, the Base Scope and Option deliverables will not be adopted by the Steering Committee or be released to parties external to the Steering Committee or the public without the prior approval of the Steering Committee.

5. Principals Committee

- a. The Parties will establish a Principals Committee comprising an executive from each of the Parties.
- b. In the event that the Steering Committee is unable to resolve a substantive disagreement, members of the Steering Committee may refer the issue to the Principals Committee. If at least two (2) Parties request such escalation, a meeting of the Principals Committee will be convened within seven (7) calendar days to discuss the issue. If one (1) Party requests such escalation, a meeting of the Principals Committee will be convened within fourteen (14) calendar days to discuss the issue. The Principals Committee must unanimously agree on the resolution of any/all substantive disagreements prior to the Consultant progressing on the portion of design at issue within fourteen (14) calendar days, unless all Parties unanimously agree to extend. If no resolution is achieved by the Principals Committee, any Party may invoke the provisions of Section 24 of this Agreement.
- c. The Principals Committee may elect to meet at their discretion at times and locations of their choosing to receive progress updates, proactively examine issues or provide direction to the Steering Committee and Project staff. The Steering Committee, PCEO and PMs will attend, unless the Principals Committee elects at their discretion to meet in executive session. Other agency staff, the Consultant and, when on board, PMC may also be invited to attend at the discretion of the Principals Committee.

6. Costs

- a. The Parties will jointly seek federal funding for up to eighty percent (80%) of Project costs and agree to equally split any related match requirements. The estimated cost of the preliminary design is \$70 million, inclusive of architecture and engineering, preparation of NEPA and supporting documents, and Force Account costs necessary to support these tasks. Any costs above this estimated amount must be unanimously approved by the Parties.
- b. The Parties will ultimately share equally all costs and expenses associated with the services of the Consultant, as detailed in the Consultant's approved monthly invoices (the "Costs"). MTA shall be responsible for providing the Consultant's invoices to the Parties and for submitting the Parties' collective payments to the Consultant. Every three (3) months, Amtrak and NJ TRANSIT shall each review, approve, and reimburse MTA for one third of all approved Costs incurred over the prior three (3) month period. Any Costs invoiced by the Consultant for services provided under the Consultant Contract prior to

the execution of this Agreement are not eligible to be credited to the Parties in connection with the Parties' payment of future Costs. Only costs incurred after January 1, 2023 will be eligible to be credited to the Parties in connection with the Parties' payment of future costs. MTA will provide the Parties with an estimated annual budget for the services of the Consultant. Any changes in work scope that might require any change in budgeting for the Project will be subject to the approval of the Parties as set forth in Section 16 of this Agreement.

- c. The Steering Committee shall monitor the Costs to mitigate unanticipated overruns. Each Party shall permit the authorized representatives of each other Party, and those of any other state or federal governmental entity or agency with oversight authority applicable hereto, in each case upon request, to inspect and audit such Party's data, books, records, and documents (and, subject to any applicable confidentiality obligations and public records requirements, those of its contractors, consultants, and assignees, if any) relating to its obligations under this Agreement.
- d. Funding associated with the Options (inclusive of construction bridging documents), property acquisitions, PMC, and subsequent construction phase shall be subject to a separate agreement.
- e. The Parties providing any Force Account needed to support the Consultant shall receive credit in connection with the Parties' payment of their share of future Consultant Costs. Every three months a Statement of Work outlining the Force Account costs for which the Party is seeking credit shall be provided to the other Parties.

7. NEPA / Section 106 / Section 4(f) Analysis and Documentation for the Project

- a. The Parties acknowledge they are committed to working with USDOT to gain agreement from the appropriate federal agencies to begin NEPA review of the Project as soon as possible.
- b. The Parties agree that MTA will cause MTA's NEPA consultant team, led by AKRF, Inc. (the "NEPA Consultant"), to provide all required NEPA / Section 106/ Section 4(f) services under the same project management procedures agreed herein for the Base Scope.
- c. MTA shall ensure that all deliverables, both draft and final, will be shared with the Parties upon receipt from the Consultant, for review and approval prior to submission. Review durations for all NEPA Consultant deliverables shall be subject to the same durations as outlined in Section 9 of this Agreement.
- d. The Parties contemplate that the NEPA classification for this Project is anticipated to be either a Categorical Exclusion or an Environmental Assessment.
- e. The Consultant shall support the NEPA process by timely responding to technical questions, and by timely providing technical data, analysis, drawings, illustrations and other graphics, tables, or information to the NEPA Consultant and the Parties.
- f. Any Costs invoiced by the NEPA Consultant for services provided under the NEPA Consultant contract prior to the execution of this Agreement and paid by MTA shall be credited to MTA in connection with the Parties' payment of future Costs.

8. Design and Engineering for the Project

- a. The Project is intended to enhance the customer experience for all passengers, integrate and optimize the operational footprint of the Parties, create better connections to the public realm, and position the station to serve, along with Moynihan Train Hall and the future Penn Expansion, as a world class facility for welcoming commuters and the rest of the world to New York. The Base Scope will focus on design of a re-configured rail station including architectural concepts for above ground entryways, accessible access

and egress, multiple interior passenger concourses, underground connections, commercial building tenants and “back-of-house” functions, i.e., non-customer-facing railroad support activities.

- b. This Agreement includes all tasks by the Parties for completion of the Base Scope for the Project, as well as Option 4, design development for transit improvements, and Option 5, design development for underground connections, if exercised by the Parties. The Parties will amend this agreement or enter into a separate agreement for the progression of Base Scope Bridging Documents (Option 1 or Option 2) or Final Design and Construction Phase Engineering Support (Option 3.1 and Option 3.2).
- c. The Parties agree that the Base Scope must address the various goals and operational needs of the Parties, including maximized passenger circulation, improved clarity of navigation and sightlines in Penn Station, improved overall customer experience, enhanced safety and public health conditions, accommodation of the operating requirements of the Parties, and the optimization of costs, schedule, service, and revenue impacts.
- d. Any design element that has an impact on the train shed or sub-tunnels must be approved by Amtrak.
- e. The Parties acknowledge that they have each had the opportunity to comment upon the contents of the Architectural and Engineering Design Services for Penn Station Reconstruction Project RFP and have participated in the selection of the Consultant as noted in Section 1.
- f. The Parties acknowledge and agree that the Base Scope, and Options if executed, will require the Consultant to deliver systems that achieve current or improved levels of reliability, are fully compatible with the Parties existing systems, are in compliance with the Parties’ and federal regulatory requirements, and do not burden the Parties with special maintenance or operating costs or obligations. The Parties’ review of the design plans and proposals for the Project shall confirm that such plans and proposals do not burden the Parties with any such special costs or obligations.

9. Plans, Drawings and Specifications

- a. The Consultant shall prepare Base Scope plans, drawings, and specifications for the Project (“Design Documents”) as outlined in **Exhibit A**. All such Design Documents shall be shared with the Parties upon receipt from the Consultant for their review and approval. Each of the Parties will dedicate sufficient qualified engineering and architectural staff to work on the Project (“Project Engineers”). The Consultant will give the Parties two (2) weeks’ notice prior to submission of any design packages. To meet the Project schedule needs, the Parties agree to review and comment on Design Documents within thirty (30) calendar days after such Documents are presented for the Parties’ review, with the goal of 14 calendar days. If for any reason any of the Parties are unable to complete the review within the durations identified in this section, they shall promptly notify the other Parties and they shall work together to resolve any issues as quickly as possible and establish a reasonable time to complete the review.
- b. The Parties agree to meet and collaborate on the review of each milestone deliverable specified in **Exhibit A**. MTA agrees to have the Consultant respond to all comments submitted by the Parties and either incorporate them or explain why they have not done so. The PCEO and PMs shall meet with the Consultant and, when on board, the PMC, along with any staff the agencies wish to include, to discuss the rationale for not incorporating particular comments. If the PCEO and PMs are unable to reach agreement on incorporating particular comments, the Party submitting the unincorporated comment(s) may escalate the issue to the Steering Committee for resolution.

- c. No review, correction or approval of Design Documents by the Parties shall relieve the Consultant or any of their sub-consultants from the entire responsibility for errors and/or omissions in such Design Documents or for the adequacy thereof. The Parties assume no responsibility for and makes no representations or warranties, express or implied, as to the design, condition, workmanship and/or adequacy of the Design Documents and/or the Project.
- d. If deemed appropriate by any of the Parties, the Parties may, prior to providing final comments, notify USDOT of their review of the Base Scope plans.

10. Integrated Station Operation (Non-Railroad Operations)

- a. In alignment with the goal of the Penn Station Master Plan, the Parties agree that Base Scope will assume a unified station concept.
- b. The Parties will work towards the creation of a unified ticketing system for Amtrak, NJ TRANSIT, LIRR and MNR, including necessary facility design and equipment changes as part of the Base Scope.
- c. A joint non-railroad operations working group comprising senior management staff, with experience in multi-agency governance of operation of comparable passenger facilities, from the Parties will take the lead in the development of one (1) or more governance model(s) and concept(s) of operations for Penn Station, including if and how they may be extended to Moynihan Train Hall, and to the Penn Expansion in the future as part of the Base Scope phase.
- d. The Parties agree that joint operations working group discussions will cover the extent of unified management of Penn Station, potential integration with the management of Moynihan Trail Hall and Penn Expansion, potential use of a private party to take over a set of management tasks to be determined by the Parties, including curation of retail, cleaning, building routine, preventive and emergency maintenance, control and coordination of deliveries, and any other tasks the Consultant may recommend or the Parties may direct.
- e. It is the understanding that each of the Parties will work to identify separate agreements necessary to advance this goal.

11. Performance of Services by Amtrak

- a. Amtrak shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the New York area resource planning effort ("Regional Outage Plan"). Amtrak will use best efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.
- b. Amtrak's Services may be performed (a) with its own forces on a force-account basis; (b) by third-party contract awarded by Amtrak; (c) with a third-party contract awarded by MTA or NJ TRANSIT from a list of Amtrak qualified contractors or otherwise approved by Amtrak; or (iv) by a combination thereof.

12. Performance of Services by MTA

- a. MTA shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the Regional Outage Plan. MTA will use best

efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.

- b. MTA's services may be performed: (a) with its own forces on a force-account basis; (b) by third-party contract awarded by MTA; (c) with a third-party contract awarded by Amtrak or NJ TRANSIT from a list of MTA qualified contractors or otherwise approved by MTA; or (d) by a combination thereof.

13. Performance of Services by NJ TRANSIT

- a. NJ TRANSIT shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the Regional Outage Plan. NJ TRANSIT will use best efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.
- b. NJ TRANSIT's Services may be performed (a) with its own forces on a force-account basis; (b) by third-party contract awarded by NJ TRANSIT; (c) with a third-party contract awarded by Amtrak or MTA from a list of NJ TRANSIT qualified contractors or otherwise approved by NJ TRANSIT; or (d) by a combination thereof.

14. Permit to Enter

- a. If entry on, over, under or adjacent to Amtrak's right-of-way or other property is required for purposes of this Project by the Consultant or any other consultant or subconsultant that does not have direct contract privity with the Consultant, MTA agrees that the Consultant or such consultant or subconsultant seeking entry must notify Amtrak at least thirty (30) business days in advance and must execute the then-current version of Amtrak's "Temporary Permit to Enter Upon Property" form prior to any such entry. A copy of the current version of such form is attached hereto and incorporated herein as **Exhibit B**. MTA shall ensure that the Consultant and any such consultant or subconsultant execute such form.
- b. If entry on, over, under or adjacent to NJ TRANSIT's right-of-way or other property is required for purposes of this Project by the Consultant or any other consultant or subconsultant that does not have direct contract privity with the Consultant, MTA agrees that the Consultant or such consultant or subconsultant seeking entry must notify NJ TRANSIT at least thirty (30) business days in advance and must execute the then-current version of NJ TRANSIT'S "Temporary Permit to Enter Upon Property" form prior to any such entry. A copy of the current version of such form is attached hereto and incorporated herein as **Exhibit B-1**. MTA shall ensure that the Consultant and any such consultant or subconsultant execute such form.

15. Safety and Security Requirements

- a. The Parties shall require that when any work is being done on, over, under or adjacent to Amtrak's right-of-way by anyone other than Amtrak forces, all operations affecting Amtrak property, facilities or the safe and uninterrupted operation of its trains shall be carried out in accordance with the then-current version of Amtrak's "Specifications Regarding Safety and Protection of Railroad Traffic and Property," the current version of which attached to the Temporary Permit to Enter Upon Property (**Exhibit B** to this Agreement) as **Attachment A**.
- b. The Parties shall not divulge any Sensitive Security Information ("SSI") without advance written consent by the Party that owns the SSI and, if required, requiring the receiving Party to sign a Non-Disclosure Agreement ("NDA"). The Consultant shall establish a method of controlling access to documents containing SSI as part of their base scope deliverables.

16. Change Orders

- a. The Parties acknowledge and agree that MTA shall be entitled to unilaterally enter into any change order to the Consultant Contract to support the Project in an amount less than \$1,000,000 on a rolling 12-month basis, up to \$3,000,000 for the lifetime of this agreement for the Base Scope, provided the same does not materially modify the Base Scope.
- b. The Parties acknowledge and agree that for any change order to the Consultant Contract that either (i) is an amount equal to or greater than \$1,000,000 on an annual basis, or (ii) proposes to materially modify the Base Scope (but excluding the exercise of Options which shall be subject to a separate Agreement as outlined in **Exhibit C**), following introduction by any Party, requires unanimous approval of the Steering Committee (or, as applicable, of the Principals Committee or Party executives pursuant to Section 24 hereof). Such change order may include the preparation of alternative design concepts prompted or required by applicable environmental review of the Project.
- c. MTA shall provide Amtrak and NJ TRANSIT with prompt written notice of any change order requests made by the Consultant. Amtrak and NJ TRANSIT shall have fourteen (14) calendar days to challenge or otherwise voice an objection to the change order. If MTA does not receive a written response from Amtrak or NJ TRANSIT within the allotted fourteen (14) calendar day timeframe, approval shall have been deemed given.
- d. Any dispute concerning a proposed change order shall be submitted to the Steering Committee for resolution. If no resolution is achieved by the Principal Committee, any Party may invoke the provisions of Section 24 of this Agreement.

17. Indemnification

- a. MTA shall ensure that Amtrak and NJ TRANSIT are named as additional insureds in the Consultant Contract and that the Consultant Contract shall require the Consultant to indemnify Amtrak and NJ TRANSIT under a joint and several liability indemnity provision applicable to the Consultant to the same extent the Consultant indemnifies MTA.

18. Insurance

- a. MTA's Contractors' Insurance. MTA shall ensure that the Consultant, or any other consultant or subconsultant that does not have direct contract privity with the Consultant but requires entry on, over, under or adjacent to Amtrak's right-of-way or other property for purposes of the Project, provide and maintain in effect during the course of the design

phase of the Project, at no cost to Amtrak, insurance as specified in Schedule I of the Consultant Contract.

- b. Amtrak's Insurance. If Amtrak performs any force account work hereunder, Amtrak shall maintain in effect, during the period of performance under this Agreement, force account insurance issued to Amtrak and covering liabilities for bodily injury, including death and property damage, imposed upon Amtrak with respect to the Services to be performed pursuant to this Agreement. The limits of liability shall not be less than Ten Million Dollars (\$10,000,000) per occurrence. The cost of this force account insurance is reflected in **Exhibit A** hereof. Amtrak reserves the right to self-insure for this coverage.

19. Party Operations

- a. The Parties will endeavor to require their respective contractor(s) to cooperate and coordinate their respective schedules in an effort to not delay the Project. MTA and NJ TRANSIT acknowledge that Amtrak has workforce and other resource constraints and other work commitments and demands, that only limited track outages are available, and that these outages must be shared and/or rationed among all potential projects (including other Amtrak, state, municipality, commuter, and third-party projects) occurring in the states of New York, New Jersey, or Connecticut. These restrictions may prevent Amtrak from performing Services according to the Project's schedule and may prevent the Consultant, subconsultants, and/or, when on board, the PMC from gaining access to Amtrak's property according to such schedule.
- b. The design activities, design solutions, the implementation construction methods, and phasing and construction developed during the Base Scope shall take into consideration impacts to Amtrak and NJ TRANSIT's operations and the maintenance and usage of track during design and construction. All activities related to the Project with the potential to disrupt Amtrak and NJ TRANSIT's train operations shall be subject to Amtrak and NJ TRANSIT's review and approval before commencement of any such activity.

20. Permits, Licenses, Approvals; Compliance with Standards and Laws

- a. MTA or the Consultant, on behalf of the Parties, shall secure and pay for all permits, fees, licenses, easements, approvals, or inspections which may be required in connection with the Base Scope. Any Costs associated for services paid by MTA shall be credited to MTA in connection with the Parties' payment of future Costs.
- b. The Parties and their consultants shall perform all work hereunder in accordance with all applicable federal, state and local laws, regulations and requirements, and all applicable Party codes, standards, specifications, guidelines, and procedures. The Parties will meet and collaboratively review whether any changes in standards that occur during Base Scope or Final Design require alterations to the construction of the Project. A complete list of codes, standards, specifications, guidelines, and procedures shall be included in the deliverables for the Base Scope and in the Bridging Documents or Contract Documents under any of the Options.
- c. The Parties and their consultants shall assess all work elements to ascertain which codes, standards, procedures, and guidelines apply and agree on the Authority Having Jurisdiction ("AHJ") for the issuance of approvals and permits during the construction phase and prepare the Base Scope accordingly.

21. Environmental Matters

- a. The Consultant and their subconsultants shall not disturb the soil or perform any environmental and/or geotechnical testing in connection with the Project ("Testing") on the Parties' right-of-way or other Party property for any reason without (a) notifying the appropriate Party or Parties of its desire to do so; (b) discussing the nature and extent of the proposed Testing with the appropriate Party or Parties' Environmental Department(s); and (c) obtaining the express permission of the appropriate Party or Parties to conduct the Testing. The Parties shall have the right, but not the obligation, to be present at any and all such Testing and to take split samples.
- b. Any consultant engaged by the Parties to perform Testing shall execute Amtrak's Temporary Permit to Enter Upon Property before performing any such work.
- c. The Party responsible for the testing shall provide the other Parties with a copy of the test results; and the Parties shall not disclose any such test results with any other person or any other governmental entity without first consulting with the Parties and securing the other Parties' consent to such disclosure unless otherwise required by applicable law or an order of a court of competent jurisdiction.
- d. The Consultant and their subconsultants shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders concerning the environment and/or waste generation and disposal. At all times, they shall employ Best Management Practices ("BMPs") in connection with the performance of their work.
- e. If the soil disturbance or the environmental or geotechnical tests performed in connection with the Project indicate contamination of Amtrak property at levels requiring reporting, further investigation, testing, monitoring and/or remediation ("Environmental Activities"), the Consultant and their subconsultants shall promptly inform Amtrak of such event. The costs for all such Environmental Activities shall be shared equally by the Parties, regardless of the extent thereof, and regardless of whether any action the design Consultant and their subconsultants caused or contributed to the contamination or condition.
- f. In the event the Consultant and their subconsultants create any waste, contamination, or conditions on Amtrak property, they shall promptly inform Amtrak of such incident. Further, they shall dispose of such waste, contamination and/or conditions, including hazardous wastes. The cost of disposal shall be shared equally by the Parties, all without limit and without regard to the negligence or fault of any third party.
- g. The foregoing environmental obligations shall survive expiration or termination of this Agreement.

22. Performance of Option Activities

- a. The Parties will, subject to their unanimous agreement, enter into a design Option phase agreement setting forth their roles and responsibilities during any design Option phase. No Party nor their contractors shall perform any design Option activities related to the Project until: (a) a procurement and delivery strategy has been agreed to by the Parties, (b) a design Option phase agreement has been fully executed, (c) all required insurance certificates have been provided, and (d) the Parties have given their written authorization to proceed with the required design Options. Notwithstanding the foregoing, the Parties shall commence discussions regarding the procurement and progressive delivery strategy (CMAR / CMGC, or PDB) for the final design and construction phases of the Project and negotiation of an agreement after execution of this Agreement.

23. Performance of Construction Activities

- a. The Parties will, subject to their unanimous agreement, enter into a final design and construction phase agreement setting forth their roles and responsibilities during the Option phase of the Project. No Party nor their contractors shall perform any construction activities related to the Project affecting Amtrak's, NJ TRANSIT's, or MTA's operations or its property until: (a) a final design and construction phase agreement has been fully executed, (b) the Parties have each approved the final design Documents, (c) each of the Parties' forces are available to support the particular construction activities that are to be commenced relating to the Project, (d) a Temporary Permit to Enter Upon Property has been executed, (e) all required insurance certificates have been provided, (f) all real estate agreements (including, but not limited to, any licenses, permanent or temporary easements) required by the Parties have been fully executed, and (g) the Parties have given their written authorization to proceed with construction.

24. Dispute Resolution

- a. In the event of a dispute, claim or controversy ("Dispute") arising out of, regarding or related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall engage in good faith negotiations in an attempt to resolve the Dispute, first by a meeting of the Steering Committee and, if unsuccessful, then by a confidential settlement discussion between the Principals Committee and, if unsuccessful, followed by a discussion between the Chief Executive Officer of Amtrak, the Chair and Chief Executive Officer of MTA and the President and Chief Executive Officer of NJ TRANSIT. Each such settlement discussion is to be conducted within seven (7) calendar days after a written request for discussion by any Party, unless such time period is extended by agreement of the Parties, and any discussions occurring after the Joint Board review process has been concluded and a written request for discussions has been made by one of the Parties shall be considered confidential settlement discussions and shall be inadmissible in any future judicial or arbitral proceedings under CPLR §4547 and/or Federal Rule of Evidence 408. If the Parties fail to resolve the Dispute in accordance with this subsection (a), then the Parties may pursue any and all remedies available at law or in equity.
- b. This Agreement shall be governed by and construed under the laws of the State of New York. Each Party agrees that all legal proceedings in connection with any dispute arising under or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York. All Parties hereby accept the jurisdiction of the United States District Court for the Southern District of New York.

25. Termination for Material Breach

- a. In the event of a material breach of this Agreement by any Party, the other Parties shall have the right, in addition to all other rights set forth in this Agreement, to terminate the Agreement subject to the requirements set forth in this Section 25. Prior to exercising such right to terminate, the Party claiming such breach will notify the other Parties of the nature of such breach. The other Party or Parties will have thirty (30) calendar days within which to cure or to commence the cure of such alleged breach. The Parties agree that a breach for failure to make timely payment of the undisputed portion of any statement or invoice may be cured only by the breaching party submitting payment for such undisputed portion within thirty (30) calendar days. If the other Party or Parties undertakes the cures of the alleged breach the Party claiming such breach will not have the right to terminate this Agreement. If the breaching Party or Parties fails to cure or

initiate a cure consistent with this Section 25, the Party claiming the breach may terminate the agreement upon fifteen (15) calendar days written notice. However, if the initiation of a cure continues beyond forty-five (45) calendar days from initial notification, the non-breaching Party may terminate the Agreement immediately. Any "late" cure (i.e., any cure that is effectuated after the thirty (30) calendar day cure period) can be accepted by the non-breaching Party or Parties at their sole discretion. Any acceptance of a late cure does not imply any waiver of rights with respect to any future breaches.

26. Independent Entities

- a. The Parties are each independent entities, and nothing in this Agreement shall be interpreted to constitute a partnership, joint venture or any other legal relationship which might be deemed to authorize either party to contract for, or legally bind, the others in connection with this Agreement or in any other respect.
- b. It is expressly understood that each Party is solely and exclusively responsible for the management and operation of its own transportation system and real estate assets and nothing in this Agreement is intended to, or does, provide otherwise. For the avoidance of doubt, this Agreement does not obligate any Party to amend or modify any existing agreement that may be impacted by the terms of this Agreement. Any such amendments or modifications that may be necessitated by this Agreement shall require a separate agreement signed by all necessary parties.

27. Notices

- a. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made, given, or furnished to the other Parties shall be in writing and shall be delivered by hand or by certified mail, return receipt requested or by overnight delivery service, in an envelope addressed as follows:

- i. If to Amtrak:

National Railroad Passenger Corporation
360 W 31st Street
New York, NY, 10001
Attn: Sr. Director, Station Delivery

With a copy to:

General Counsel
National Railroad Passenger Corporation
1 Massachusetts Avenue, NW
Washington, DC 20001

- ii. If to MTA:

MTA Construction and Development Company
2 Broadway, 8th Floor
New York, NY 10004
Attn: Project CEO, Penn Station Reconstruction Project

With a copy to:

General Counsel
MTA Construction and Development Company
2 Broadway, 8th Floor
New York, NY 10004

and to:

General Counsel
Metropolitan Transportation Authority
2 Broadway, 20th Floor
New York, NY 10004

- iii. If to NJ TRANSIT:
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

With a copy to:

General Counsel
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

28. Abutting Stakeholder Coordination and Land Acquisition

- a. The Parties acknowledge that gaining and maintaining support from Madison Square Garden, Vornado and the City of New York (the "Abutting Stakeholders") may be critical to advancing preliminary design of the Project. Each of the Abutting Stakeholders owns or has regulatory jurisdiction over property nearby or adjacent to the Project. To best advance the Project, the Parties shall develop a strategy for the coordination of the Project with the Abutting Stakeholders. MTA shall facilitate and participate in all discussions and negotiations with the Abutting Stakeholders, provided that (i) Amtrak and NJ TRANSIT shall be included in such discussions or negotiations, (ii) MTA shall share and discuss with Amtrak and NJ TRANSIT in advance the objectives and agendas of such discussions or negotiations, and (iii) each Party shall designate a single lead negotiator and minimize additional staff participation in direct negotiations.
- b. In anticipation of federal participation in the Project, the Parties shall develop a land acquisition strategy in compliance with federal procedures and leveraging the respective strengths or advantages each Party has in order to optimize the speed, costs and risks of land acquisitions.

29. Miscellaneous


- a. This Agreement sets forth all the agreements, promises, conditions and understandings between the Parties with respect to the Base Scope of the Project. No subsequent alteration, amendment, change or addition shall be binding upon any of the Parties unless reduced to writing and signed by all Parties. No provision of this Agreement shall be construed as being for the benefit of any third person unless specifically provided otherwise, and the Parties shall insert in their agreements with its consultants for the construction of the Project, a provision to that effect.

- b. No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.
- c. This Agreement shall not require any of the Parties to contravene the provisions of its labor agreements. In the event of a conflict or inconsistency between this Agreement and such labor agreements, the labor agreements shall control as to such provisions. Any delay in the progress of the Project relating to such conflict or inconsistency shall not create any liability for or additional cost to the respective Party. The Parties will provide the other Parties with advance notice of any work it intends to perform or contract out to third parties to allow for efficient, safe, and cost-effective implementation of the Project. The Parties will timely provide advance notifications to the Parties' unions, if required by its union agreements, in order to proceed with the Project.
- d. The Parties acknowledge that funding and payments are subject to Federal and state appropriations laws and requirements.
- e. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision hereof.
- f. This Agreement shall inure to and be binding upon the Parties hereto, their respective successors and assigns.
- g. The recitals set forth in the Whereas Clauses are incorporated as if fully set forth in this Agreement.
- h. The Parties specifically agree that the language used in this Agreement shall not be a precedent for the commitments and responsibilities of the Parties in any subsequent agreement related to this Project.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, in duplicate, by their proper officials thereunto duly authorized the day and year first above written.

WITNESS: **NATIONAL RAILROAD PASSENGER CORPORATION**



Print Name: Laura Mason
Position: Executive Vice President, Capital Delivery

WITNESS: **METROPOLITAN TRANSPORTATION AUTHORITY**

Print Name:
Position:

WITNESS: **NEW JERSEY TRANSIT CORPORATION**

Print Name:
Position:

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, in duplicate, by their proper officials thereunto duly authorized the day and year first above written.

WITNESS: **NATIONAL RAILROAD PASSENGER CORPORATION**

Print Name:
Position:

WITNESS: **METROPOLITAN TRANSPORTATION AUTHORITY**

Print Name:
Position:

WITNESS: **NEW JERSEY TRANSIT CORPORATION**



Print Name:
Position:

Exhibit A

Technical Scope of Work

[Attached.]

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1 General

1.1 General Provisions

The Metropolitan Transportation Authority ("MTA"), acting by and through MTA Construction & Development ("MTA C&D"), seeks through this Request for Proposals ("RFP") to engage a consultant (the "Consultant") for the Penn Station Reconstruction Project (the "Project") to provide architectural and engineering ("A/E") design services for the Project to advance the design of the preferred alternative identified in the recently completed Penn Station Master Plan ("PSMP") study. Although this Contract will be held and managed by MTA C&D, Amtrak as the owner of Penn Station and NJ TRANSIT the other major tenant operator (collectively the "Partners") are equal partners in the Project. The Partners will all participate equally in the review of the work. Direction from MTA C&D, including the execution of any Options, will reflect the consensus of the Partners.

This Technical Scope of Services includes a Base Scope (the "Base Scope of Services") and six (6) Options (the "Option Scope of Services") that MTA C&D may exercise in its discretion as set forth in Article 4 of the General Contract Provisions.

The Partners have not yet decided on the procurement and delivery strategy most appropriate for the Project. Therefore, the Base Scope of Services is only for Preliminary Design, which can be progressed without regard to the procurement and delivery method ultimately chosen. As the Preliminary Design may support a Design-Build, Public-Private Partnership ("P3") or other alternative procurement and delivery process, it must be sufficient as a basis for developing clear and comprehensive design-build bridging documents under Options 1 or 2 and also must be suitable as the basis for advancing up to Final Design and Contract Documents under Option 3.1.

Options 4 and 5 comprise design development services for subway improvements and underground connections associated with the Project respectively.

It is the intent of this Contract that the Consultant will provide all services necessary to deliver the Preliminary Design as described in the Base Scope of Services and, if exercised, the Bridging Documents or Final Design as described in the Option Scope of Services for the Project, in the required time frames. Extensive guidance in the form of this Technical Scope of Services is provided to assist proposers in understanding what is expected of them, but this Technical Scope of Services should not be construed as an enumerated list of tasks and deliverables. Proposers must ultimately use their experience and expertise to appreciate all that will be necessary to meet the intent of this Contract without additional compensation unless MTA C&D issues one or more Contract Change Orders that represent significant or material changes in this Technical Scope of Services that could not reasonably be anticipated by a proposer with the requisite experience and expertise to deliver this Technical Scope of Services.

1.2 Project Definition

The key objectives for the Project include:

- Relieve overcrowding and improve passenger flow and orientation;
- Improve platform and station egress and accessibility;
- Optimize station functionality and operation;
- Relieve the cramped, disjointed circulation areas on the lower level;
- Create a clear street presence that integrates with the surrounding context;

- Introduce daylighting;
- Optimize retail and other revenue generation to support the station;
- Integrate Penn Station with the Penn Expansion (as defined in Section 1.6); and
- Create a superior passenger experience.

The reports and studies below are incorporated into this RFP by reference and will be provided to proposers with the RFP:

- PSMP Alternatives Report;
- PSMP Existing Conditions Report;
- PSMP Coordination Report;
- PSMP Passenger Egress Report;
- PSMP Program Report;
- PSMP Memo – LEGION Analyses;
- PSMP Memo - Substation Relocation;
- PSMP Retail Report; and
- Penn Station Retail Redevelopment Assessment.

The preferred alternative for the Project assumes that Madison Square Garden and the 2 Penn Plaza office building above Penn Station will remain in place.

The Partners have selected Alternative 4 in the PSMP Alternatives Report as the basis of the Preliminary Design. The PSMP Alternatives Report and the other supporting reports and memos define the essential characteristics of Alternative 4. In summary, those essential characteristics include:

- All boarding and alighting of trains, and all public-facing services, will be situated on the lower level of the station, with a greatly expanded and rationalized grid of public concourses;
- Portions of the upper level of the station above the lower-level public concourses will be removed to provide two-story or higher ceilings in the public concourses;
- The upper level will house only non-public station operations and back-of-house ("BOH") functions, except for public entry mezzanines with public amenities at the 7th Avenue and 8th Avenue ends of the station;
- There will be a major train hall, atrium and skylight on the east side of the station, situated roughly below and through the former taxiway between Madison Square Garden and the 2 Penn Plaza office building (now re-branded as Penn 2);
- The BOH spaces for the Partner railroads will be rationalized, co-located and consolidated to improve the efficiency of the building program to the greatest extent possible consistent with the operating needs of the Partners; and
- Retail amenities will be optimized to provide the best service to customers and enhance revenue to support the operation of the station.

1.3 Base Scope of Services Summary

The Base Scope of Services comprises Preliminary Design for the Project, nominally to a 30% level of completion. Some elements of the Project will need to be developed to a greater degree of completeness, particularly key architectural elements, while other elements of the Project can be developed to a lesser degree or presented solely as specifications or performance requirements.

The Base Scope of Services includes the following three (3) tasks, described in further detail in the sections below:

- Task 1: Pre-Design Services;
- Task 2: Preliminary Design; and
- Task 3: Supporting Stakeholder Outreach.

1.4 Option Scope of Services Summary

The Option Scope of Services comprises further design and other services to support the method of procurement and delivery once it is selected by the Partners; and design development of other related transportation improvements.

The Option Scope of Services includes the following six (6) Options, described in further detail in the sections below:

- Option 1: Bridging Documents and Procurement Support - Single Design-Build or P3 Contract;
- Option 2: Bridging Documents and Procurement Support – Multiple Design-Build Contracts;
- Option 3.1: Final Design and Contract Documents – Alternative Delivery Method;
- Option 3.2: Construction Support – Alternative Delivery Method
- Option 4: Design Development for Subway Improvements; and
- Option 5: Design Development for Underground Connections.

1.5 Deliverables and Schedule Overview – Base Scope of Services

The primary deliverables for the Base Scope of Services are:

- Preliminary Design drawings;
- Preliminary renderings;
- Preliminary 3D structural model and Building Information Management (“BIM”) model; and
- Preliminary technical specifications (CSI technical divisions 2 through 50).

Other specific deliverables are enumerated in the following sections.

The key Preliminary Design submittal milestones are summarized in Table 1-1 below. The Preliminary Design phase of this Contract must be completed within 12 months after written Notice to Proceed (“NTP”).

Table 1-1: Base Scope of Services - Key Project Milestones

Submittal	Due
Project Management Plan	NTP+1 Month
Existing Conditions and Investigation Report	NTP+4 Months
Midpoint Submittal	NTP+6 Months
Draft Final Submittal	NTP+10½ Months
Final Submittal	NTP+12 Months

1.6 Project Overview and Background

Penn Station, owned by Amtrak and used as well by Long Island Rail Road (“LIRR”) and NJT, with connections to six New York City Transit (“NYCT”) subway lines, is the busiest transit hub in North America. Reduced to a basement and two (2) sub-basements below the Madison Square Garden

entertainment complex and the 2 Penn Plaza office building after the demolition of the original station headhouse in the 1960s, Penn Station currently provides a substandard environment for the roughly 600,000 people who pass through it each day pre-Covid and for the station and railroad workforces who maintain and operate it.

Reconstruction of existing Penn Station is an important goal of both New York State's and Amtrak's wide-ranging infrastructure programs. As the State's economy recovers from the COVID-19 pandemic and our region's population and workforce continue to grow, so too have the pressures on our transportation system, particularly on the commuter and intercity rail services running to and through Penn Station. New York City needs a new, state-of-the-art passenger rail hub that will connect and complement ongoing and future infrastructure investments and offer a fitting rail gateway to a unique economic and cultural capital.

The Project is intended to transform Penn Station to improve customer experience, increase passenger handling capacity, address substandard conditions, and restore the status of Penn Station to a world-class transportation facility.

Moynihan Train Hall, including the West End Concourse at the 8th Avenue end of the Farley Building, is now Amtrak's primary passenger ticketing, waiting and boarding facility, complemented by extensive retail development and passenger amenities. In addition, LIRR has additional ticketing facilities there and LIRR passengers are able to access some, though not all, LIRR trains from Moynihan.

Other key projects that affect the Project include:

- LIRR's 33rd Street Concourse in Penn Station is currently under construction. The new East End Gateway entrance to LIRR at 33rd Street and 7th Avenue is now in service;
- NJT has reached 30% design for a project to extend the Central Concourse on the lower level of Penn Station to serve Platforms 1 through 6, with new connections to the upper level and a new direct entrance pavilion on 31st Street between 7th and 8th Avenues;
- Amtrak and Vornado Realty Trust ("VNO") are working jointly to improve the entrance to Penn Station at 32nd Street and 7th Avenue, such improvements to include a new entrance canopy, a third escalator and an elevator;
- Amtrak will be re-purposing the space on the west side of the upper level of Penn Station that formerly housed its ticketing and Acela Lounge before these functions were moved to Moynihan Train Hall;
- Penn Station Access ("PSA"), a project to provide direct Metro-North Railroad ("MNR") access to Penn Station via the Hell Gate Line, serving four (4) new stations in the East Bronx, is in construction. Studies are underway to evaluate bringing additional MNR service directly down the Hudson Line into Penn Station;
- East Side Access ("ESA"), a project that will link LIRR customers to a new eight-track terminal beneath existing Grand Central Terminal, is in construction and projected to begin operations by the end of 2022. ESA will open track slots in Penn Station to be made available for MNR service made possible by the PSA project;
- The LIRR Mainline Expansion Project ("Third Track") will open for service in 2022. Together with ESA, the completed LIRR Double Track project and other improvements, the Third Track project will permit a 45% increase in LIRR peak service into New York City, while also allowing significant growth in reverse-peak-direction service to Long Island;
- New York, New Jersey and Amtrak have completed federal environmental review for the Hudson River Tunnel ("HRT") project to build two (2) new single-track tunnels under the

Hudson River and rehabilitate the two (2) existing tunnels, known as the North River Tunnels. They are beginning Preliminary Design for HRT and for an expansion of Penn Station (the "Penn Expansion"). Together, the HRT project and the Penn Expansion constitute a significant portion of Amtrak's Gateway Program. The Partners currently favor a Penn Expansion alternative immediately to the south of existing Penn Station, subject to a feasibility study and federal environmental review.

1.7 Project Limits

This Technical Scope of Services includes the following locations in, around, surrounding or associated with Penn Station (the "Project Limits"):

- The entirety of Penn Station from 7th Avenue to 8th Avenue and from W. 31st Street to W. 33rd Street, owned by Amtrak, at street level and below street level, including areas leased by LIRR and NJT;
- The train shed below Penn Station and the Farley Building and service tunnels below the track level;
- The train yards to the west of the Farley Building, including the 38th Street Yard;
- The Penn Station service building across 31st Street from Penn Station, owned by Amtrak (the "Service Building");
- All abutting sidewalks and streets, regardless of owner, extending to the building line on the opposite side of each street;
- All entrances to Penn Station;
- Areas that are potential connections to adjacent transportation spaces including:
 - Moynihan Train Hall (for coordination and integration);
 - West End Concourse;
 - Property contemplated for Penn Expansion;
 - NYCT A/C/E and 1/2/3 stations and connections to B/D/Q/N/R/W 34th Street stations and PATH 33rd Street station;
- Possible uses on adjacent privately-owned property, including:
 - Space within the footprint of 1 Penn Plaza, the adjacent buildings and plazas sometimes known as 1 Penn East and 1 Penn West, and 2 Penn Plaza, all owned by VNO;
 - The former taxiway between Madison Square Garden and 2 Penn Plaza, owned by MSG Sports and Entertainment, LLC ("MSG"), in which both Amtrak and VNO have easement rights; and
 - Space above Penn Station at and above street level owned by MSG, including the Privately Owned Public Spaces ("POPS") at the corners of 8th Avenue and 33rd and 31st Streets.

1.8 Integration of Penn Reconstruction and Penn Expansion

The preliminary design of the Penn Expansion will be done by others and is not part of this Project. This Technical Scope of Services does include all efforts necessary to ensure effective coordination between the Preliminary Design of the Project and the preliminary design of Penn Expansion.

1.9 NEPA / Section 106 / Section 4(f)

NEPA / Section 106 / Section 4(f) consulting, analysis and documentation are not part of the Project. They are the responsibility of the NEPA consultant team led by AKRF, Inc. (the "NEPA Consultant"), contracted to MTA C&D on behalf of the Partners. The NEPA / Section 106/ Section 4(f) services will take place concurrently with the work described in this Technical Scope of Services. The NEPA classification for this Project is anticipated to be either a Categorical Exclusion or an Environmental Assessment. Support the NEPA process by responding to technical questions and by providing technical data, analysis, drawings, illustrations and other graphics, tables or information to the NEPA Consultant as directed by MTA C&D.

1.10 Service Building

The replacement/relocation of the Service Building is part of the Penn Expansion and is not part of this Technical Scope of Services. However, heating, ventilating and air conditioning ("HVAC") equipment, electrical service, track switch pneumatics and other infrastructure in the Service Building supply Penn Station and must be kept operational throughout construction of the Project. Any interim mechanical, electrical and plumbing ("MEP") infrastructure needed for the Project will likely be located in the existing Service Building. Field verify these utilities to ensure there are no impacts to the functionality of these services over the course of the construction period of the Project. Work necessary to ensure the continued functioning of the services housed in the Service Building over the course of construction of the Project and to allow for coordinated replacement of the Service Building in the overbuild above the Penn Expansion, if it is located immediately south of Penn Station, is part of this Technical Scope of Services.

1.11 Scope of Retail

Retail shell space will be delivered as "white box" space. Design and construction of retail fit-up will be done by others.

1.12 Public Art

Solicitation and selection of artists will be the responsibility of the public art managers at MTA Arts & Design, NJT Transit Arts, and the Amtrak Transit Arts Committee. Coordinate with these art managers to facilitate the inclusion of public art in the Project.

1.13 Summary of General Design Requirements

Perform all work in accordance with the design parameters defined in this RFP as well as all applicable standards and reference documents. Throughout the term of this Contract, coordinate the work of the Consultant's own multi-disciplinary design team with the Partners, stakeholders and their contractors and consultants as identified by MTA C&D and organize and participate in reviews with the staffs of all Project consultants and affected agencies to ensure operational compatibility and sustainable designs. This includes coordination with consultants that the Partners have engaged as Project Management Consultants or to perform technical feasibility studies, preliminary design of the Penn Expansion and NEPA environmental review of the Project and the Penn Expansion.

Ensure that all design documents are reviewed, coordinated, evaluated, and refined such that the Project objectives are achieved. This includes meeting railroad operational and maintenance requirements, as well as commitments established in the NEPA environmental review and accompanying preliminary operations, feasibility, and construction phasing studies. Ensure that the impacts of design changes are reflected through the totality of the design.

Plan all work with reference to and in conformity with all information available relating to existing facilities, utilities and structures within the Project Limits. Obtain any information not already available through the Consultant's inspection of the site, preparation of any additional survey and testing, review of PSMP reports and studies and examination of relevant public records and/or other available information. Verify all information provided by stakeholders.

Respond to questions promptly and, when so requested, perform studies, assemble and evaluate data, prepare fact sheets, reports and cost estimates, and determine the effects of changes, if any, made to the Project schedule and/or scope of work.

Provide a cost-effective design and emphasize a philosophy of cost-effectiveness throughout all levels of the Consultant's organization, including subconsultants.

2 Project Support Services

This Section comprises the services that are applicable to the Project generally, and that the Consultant will provide across all Tasks and all Options.

2.1 Electronic Management of Project Records

MTA's ASITE platform will be the electronic document control and storage and project management platform for the Project. It was also used for the PSMP reports and studies. MTA's Bentley ProjectWise Design Integration platform will be the electronic design and modeling file control and storage platform for the Project. Work with MTA's ASITE team to configure the platform to best support the specific needs of the Project, design and automate workflows, and enable it to interface with the MTA's ProjectWise platform. See Section 4.4 for further BIM requirements.

Develop and implement the document management system and a collaborative management system that can be used by the Consultant and the Partners for the duration of the Project, from Preliminary Design through asset management, in a way that facilitates portability. Observe MTA's data and security protocols and coordinate with any such protocols of Amtrak and NJT. The development of an asset management system is not part of this Technical Scope of Services.

Coordinate with the Project staffs at Amtrak and NJT and their respective IT Departments to ensure full access to the MTA ASITE and ProjectWise platforms. MTA C&D will assist as needed.

Establish protocols to effectively manage the creation, naming, revision tracking, and retrieval of project records, and train all staffs in these protocols. Specific protocols will be needed for drawings, specifications, meeting minutes, schedules, cost estimates, reports, memos, procedures, and review comments and responses. Tracking of stakeholder comments and responses will require particular attention.

Configure the ASITE platform to manage the flow and tracking of documents between the Consultant and the Partners, and to provide controlled and limited access to outside parties such as New York City agencies and stakeholders to facilitate the transfer of documents. Establish a method of controlling access to documents containing Sensitive Security Information ("SSI") and include details in the Project Management Plan.

2.2 Project Work Sessions/ Meetings

Given the complexity of the Project, there will need to be a robust schedule of both regular and ad hoc meetings of various types to allow for oversight and to share information widely among the Partners and Project participants in a timely manner. Identify a program of meetings to serve these purposes efficiently and without unduly tying up Consultant and Partner resources. This program of meetings will change as needed over the course of the Project. All meetings and Consultant staff support required for these purposes and as directed by MTA C&D are part of this Technical Scope of Services.

Schedule, organize and prepare agendas, information, presentations and other materials for all meetings as appropriate. Record and distribute meeting notes or minutes when appropriate, documenting all decisions and actions arising from each meeting. Track the status of all such decisions and actions and any follow-ups and report the status of each at subsequent meetings as appropriate.

Identify and organize workshops on topics or issues that require in-depth study and participation by the staffs of the Partners and/or presentations by subject matter experts.

Beyond general outreach efforts, it will be necessary to brief or have collaborative design sessions with a key subset of stakeholders on a regular or ad hoc basis. These may include:

- New York City Department of City Planning ("NYCDCP");
- New York City Department of Transportation ("NYCDOT");
- New York City Department of Environmental Protection ("NYCDEP");
- New York Police Department ("NYPD");
- Fire Department of New York ("FDNY");
- Con Ed;
- Local community boards and civic groups;
- VNO or any of its affiliates and any consultants or contractors they may employ;
- MSG or any of its affiliates and any consultants or contractors they may employ.

2.3 Project Management Plan

Submit a Project Management Plan ("PMP") within one (1) month after Notice to Proceed. Include:

- Consultant team organization, including:
 - An organization chart showing key personnel;
 - Responsibilities and roles of key personnel;
 - Sub-consultants' and subcontractors' roles and responsibilities;
 - DBE compliance and monitoring; and
 - Key personnel change notifications and procedures.
- A design schedule showing the logic of the Preliminary Design process, including:
 - Critical path for delivery of the Project;
 - Deliverable milestones;
 - Hold points for review and anticipated review durations;
 - Key design tasks, with durations and links to precedent and antecedent tasks;
 - Constructability reviews; and
 - Quality control and quality assurance reviews and anticipated durations.
- Quality Management Plan;
- Risk and Opportunities Management Plan for the work of this Contract;
- Document and Workflow Control Plans; and
- Dashboard(s) the Consultant proposes to use to monitor and manage Project progress.

2.4 Monthly Progress Report

Submit a monthly report with each monthly invoice. Include:

- Major activities undertaken and progress by Task;
- Activities and progress by disciplines not captured above;
- A Project schedule update;
- A commercial update, including progress on meeting participation goals and a copy of the Consultant's DBE Form E for the reporting month;
- Update to the Risk and Opportunities Management Plan, if any; and

- A narrative summary of progress, issues faced or anticipated and recommendations for MTA C&D or Partner actions to mitigate issues or facilitate progress of the work.

Indicate and explain any delays in the Project work against the Project schedule and the plan to mitigate any such delays and meet the Project schedule.

2.5 Engineering Reports

Prepare and issue purpose-specific engineering reports to record the basis for major design decisions, to obtain approvals of the Consultant's technical recommendations and designs, or to document revisions to PSMP reports (in which case, only the changed elements that supersede the PSMP report need be issued, in the form of a supplemental report).

2.6 Safety and Security

Submit a Safety and Security Plan for the work of this Contract, including all field inspections and surveys and project office safety and security protocols. A corporate Safety and Security Plan used by the Consultant or, if the Consultant is a joint venture, used by its individual members may be submitted to meet this requirement if it adequately addresses all issues relevant to this Project. Submit a Site-Specific Safety Work Plan ("SSSWP"), by activity, to Amtrak for review and approval prior to beginning any work activities in the station.

2.7 Federal, State, City, and Local Agencies and Utilities Coordination

Meet with the Partners and all relevant agencies and prepare presentations and documentation to secure approvals and permits from governmental/regulatory agencies, utility companies and other authorities having jurisdiction ("AHJ") over the work of this Contract. Perform the work of this Contract in conformance with their requirements.

2.8 Coordination with Railroad Operations

Give due consideration during the design phase to making certain that construction of the Project can be performed expeditiously, minimizing, to the extent possible, disruption of railroad operations and inconvenience to the public. Develop definitions and descriptions of all applicable types of track outages and other events required to perform all anticipated construction on railroad property. Develop a schedule of costs for each of the defined outage types and other events required to perform all anticipated construction on railroad property, along with a proposed baseline number of outages or other events assigned for the use of the prospective construction contractor.

Amtrak and LIRR force account work may be required to execute field inspections or surveys under this Contract and will be required for the work of the Project. Submit all required information, secure all required agreements and make all necessary arrangements and payments for the Partners' force account work under this Contract.

2.9 Real Estate

Identify property needed for the Project. Results of the property acquisition process may necessitate changes in the Preliminary Design, which design changes are deemed to be included in this scope. Coordinate with the Partners' real estate staffs, consultants and counsels to provide engineering support services as needed in acquiring the property, which may be acquired by either MTA or Amtrak. Prepare appraisals, title searches, surveys, property acquisition maps and metes and bounds descriptions by a licensed city surveyor as directed. Participate in meetings as directed in support of property and easement negotiations with property owners.

Conduct analyses of alternatives to evaluate trade-offs between design goals and the costs and difficulties of acquiring real estate and make recommendations.

Identify permanent and temporary property easements and construction licenses, including construction easements, to be acquired. For each property, determine the approximate date of use, duration of usage, size, location and purpose of its intended use. Prepare appraisals, title searches, surveys, maps and metes and bounds descriptions by a licensed city surveyor as directed.

Provide technical support for revisions to existing or proposed leases, construction licenses and maintenance agreements among the Partners or between the Partners and third parties. Support development of third-party agreements as needed.

Perform a title search on all properties affected by the Project and submit a title report.

3 Task 1: Pre-Design Services

3.1 Site Visit

Make a personal examination of the Project site. Note the existing conditions and, to the extent that existing conditions impact the design work, make recommendations on the approach to address those conditions. All site visits involving entering Amtrak property must conform to Amtrak's requirements, including Permission to Enter if required. All Consultant and sub-consultant personnel entering Amtrak property must carry a current contractor identification badge. All site visits involving entering MTA agency property must conform to MTA agency requirements. All site visits involving entering NJT property must conform to NJT agency requirements.

3.2 Review Available Information on Existing Conditions

Review all documentation herein and additional information developed by the PSMP study not included in this RFP that will be made available to the Consultant. Meet with each of the Partners to obtain any additional information they may possess that will be useful in Preliminary Design.

3.3 Surveying and Mapping

Conduct and document the following surveys:

- Topographic survey of adjacent streets, sidewalks, property lines, building lines, bicycle lanes, etc. Survey shall include spot finish floor and ceiling elevations inside the existing station;
- Utility and property surveys (See Real Estate Section); and
- Dimensional Survey of undocumented areas.

3.4 Geotechnical

3.4.1 Investigations and Testing

Perform a geotechnical investigation to supplement any available geotechnical subsurface information. The geotechnical investigation must be of sufficient detail to characterize subsurface conditions to the extent required for implementation of the Project and should include but not be limited to borings, test pits, soils and or rock laboratory analyses, and environmental samplings. Retain one (1) or more drilling firms licensed to perform work in New York State with experience in drilling within New York City and along active railroad and transit corridors. The drilling firms must obtain all required permits for their work. All drilling must be supervised, and logs prepared by experienced engineer(s)/geologist(s). To determine and monitor the water table during design and construction, place groundwater monitoring wells or piezometers in suitable locations as required for design. All geotechnical investigation work on Amtrak property will be subject to approval by Amtrak. In addition, arrange to do test pits at track level to confirm foundation geometry. Probe selected foundations.

Prepare a Geotechnical Investigation Plan in advance of the work for review and approval, including boring and test pit plan and the track outages that will be required and when.

Investigate all existing site drainage and possible sources of water leakage into the station. Be aware that there has long been a persistent problem with water intrusion into the station and train shed at and adjacent to 8th Avenue. This problem will require in-depth investigation to identify the source(s) of the water and design a permanent solution to the problem. Perform test pits or other destructive or non-destructive testing needed to support this effort.

3.4.2 Geotechnical Data Report

Document the results of the geotechnical investigation program in a Geotechnical Data Report. Prepare the report for the entire Project and include subsurface information and laboratory testing data gathered during the geotechnical investigation, as well as any available information provided by the Partners. The report must provide the data required to support design and construction of new or strengthened columns, electrical substations, catenary support structure foundations, drainage improvements or other Project facilities. Provide location plan(s), geologic sections, all boring and test pit data and results of drainage and water intrusion investigation.

3.4.3 Geotechnical Interpretive Report

Prepare a Geotechnical Interpretive Report based upon the geotechnical investigations and data collected. Include an engineering evaluation of subsurface conditions; geotechnical design criteria for both permanent and temporary structures; soil and rock engineering design parameters; design groundwater levels; a discussion of geotechnical design alternatives and construction considerations; an assessment of construction impacts on adjacent facilities; and requirements for a geotechnical instrumentation program for the protection of the adjacent facilities.

3.5 Environmental Investigations/Remediation

Survey and investigate to determine whether any hazardous materials exist within the Project Limits that may impact work on the Project. Hazardous materials may include asbestos, paint containing lead, PCBs, batteries, underground storage tanks, and soil contaminated by petroleum or any hazardous or non-hazardous waste. Significant quantities of hazardous materials have been identified in previous projects to be present in Penn Station. Prepare a Hazardous Materials Report presenting these findings. Retain an environmental investigation and remediation firm(s) licensed to perform work in New York State. Prepare a Hazardous Materials Report presenting findings and recommendations for remediation.

Determine how soil and groundwater contamination may affect the Project and incorporate this information into the Report and the plans and specifications.

Develop a preliminary method of disposal in accordance with all federal, state, city, and local agencies for water collected during construction dewatering and prepare necessary specifications.

3.6 Structural

A Revit model was compiled during the PSMP study showing approximately 85% of the floor framing. Conduct field investigation to identify structural members concealed behind finishes and not previously documented on the as-built drawings or previous investigations. Use existing as-builts to extend the localized areas of the model up to the 2nd and 3rd floors and the existing connecting bridge between 2 Penn Plaza and MSG, and to reflect the work done for the construction of the East End Gateway and the ongoing work in the LIRR 33rd Street Concourse. Add this information to the Revit model. The goal is a complete and comprehensive Revit model.

3.7 Standards

Ensure that all applicable codes, standards, specifications, guidelines, and procedures, including all applicable internal government agency procedures and guidelines, are met. Assess all work elements to ascertain which codes, standards, procedures, and guidelines apply and the AHJ from which approval is needed, and prepare the design accordingly. If requested, complete and submit a compliance checklist.

New York State recently adopted the Uniform Code Provisions for Rail Stations, dated June 2021. This document is the first building code to provide comprehensive guidance for the design of rail stations. It outlines the application of NFPA 130 to existing rail stations and references the New York State Existing Building Code for supplement. Support continuing discussion among the Partners and first responders on the Construction Codes and Standards that are to be used for the design, and incorporate the decisions reached in the Preliminary Design.

3.8 Facility Design Criteria

Obtain and review existing design criteria of the Partners. Prepare a memo recommending how each Partner's design criteria will be applied to design and construction of the Project. Submit for review and incorporate all comments. Based on the input from the Partners, establish complete Design Criteria and submit for review. Provide recommendations for design criteria related to energy conservation, electric buildings, greenhouse gas emissions and any other appropriate green building or sustainability criteria, including LEED certification targets, considering both NYC and NYS building code or other regulatory or statutory requirements. Incorporate the criteria approved by the Partners in the Base Scope design.

3.9 Safety Training

Consultant personnel who will be involved in visiting and/or working on the sites of the operating railroads will be required to complete Amtrak, LIRR, NJT and, if necessary, MNR contractor safety training every twelve (12) months. Without exception, personnel who do not complete the training and do not possess a valid contractor pass will not be admitted onto railroad property.

3.10 Train Shed Investigations

Perform a condition survey at the track and platform level throughout the extent of the train shed below Penn Station and Moynihan Train Hall to identify and evaluate critical State of Good Repair ("SOGR") issues that are not specifically addressed in the Base Scope, including building systems. Prepare a survey report presenting the identified issues and providing recommendations for addressing those issues.

The Partners are currently aware of the following critical SOGR issues within the train shed:

- Spalling and cracked concrete;
- Poor air quality and ventilation;
- Inconsistent and inadequate lighting levels on the platforms;
- Incomplete or missing smoke barriers at VCEs; and
- Deteriorating and damaged architectural finishes on platforms.

Amtrak completed a SOGR evaluation of the Amtrak-controlled portions of the Train shed in 2020, which will be provided to the successful bidder for information.

In addition to the SOGR work within the train shed, the platforms are not currently in full compliance with ADA requirements. Include recommendations for addressing platform ADA issues, where possible, in the condition survey report.

4 Task 2: Preliminary Design

4.1 General

This task includes the A/E analysis and design work needed to produce the Preliminary Design deliverables, taking into consideration all input and feedback from the Partners and other affected stakeholders, along with the community needs and work performed by the NEPA Consultant. Coordinate with the NEPA Consultant if the preferred design approach triggers additional environmental review.

Address and close out review comments and incorporate them into the Preliminary Design. Submit the final Preliminary Design documents to MTA C&D following incorporation of all Partner and stakeholder comments.

Prepare all drawings, specifications, and addenda in a format acceptable to the Partners and as approved by MTA C&D. Coordinate all documents. Prepare all designs and specifications in compliance with the requirements of all grant and funding partners, including FTA and/or FRA. Determine the coordinate system required and prepare design drawings in that format.

4.2 Technical Specifications

Prepare all preliminary specifications in CSI format for all applicable CSI technical divisions. Include key criteria for products and systems, and other requirements that cannot reasonably be depicted in the drawings.

4.3 Basis of Design Report

Prepare a Basis of Design Report ("BODR") to supplement the Preliminary Design. The BODR will synthesize the Partners' individual codes, standards, practices into a project-specific set of design criteria and requirements to supplement the technical specifications. Explain the logic behind the selection of the project-specific criteria, and identify and justify any deviations. Identify unresolved issues, if any, that are being carried into the next phase of the design and procurement process.

4.4 Building Information Management (BIM)

Design the Project in a fully integrated, state-of-the-art BIM format to coordinate the design/construction process and identify conflicts/clashes and clearance problems before they become field issues.

Provide the Partners with full access to review the model contents and lead monthly progress meetings on the BIM modeling.

See Section 2.1 regarding interfacing with the MTA ASITE management platform.

Prepare a quality control plan/BIM implementation plan for the entire process, including:

- Value management, interference management, and design-changes tracking;
- Assurance that the project data set has no undefined, incorrectly defined, or duplicated elements;
- Assurance that the fonts, dimensions, line styles, levels and other as-built drawing formatting issues follow the CADD Standard and BIM workspace requirements established for the Project; and
- A description of the extent of the BIM model.

Plan and execute the BIM model in such a way that engineering CADD files are generated efficiently and are usable for future contract document production, and the BIM model can serve as a basis for 3-D renderings, "animated" walkthroughs and physical model fabrication.

Submit BIM project models in accordance with the schedule to be specified by MTA C&D and in the format to be directed by MTA C&D.

4.5 Demolition

Provide plans delineating the areas to be demolished, indicating what elements within each area are to be demolished.

4.6 Architectural Requirements

4.6.1 Functional Program

Maintain and expand the current functional program database. Incorporate changes and updates as required. Add and populate room characteristics fields (e.g., HVAC, electrical, lighting, plumbing, data, communications, security, finishes, furnishings) by room or room type.

4.6.2 Architectural Design Requirements Report

Prepare an Architectural Design Requirements Report that documents key architectural decisions, supplements the architectural specifications, and includes renderings and other illustrations to serve as a comprehensive documentation of the architectural approach and key architectural characteristics of the Preliminary Design.

4.6.3 Passenger Experience Alternatives

Develop concept-level passenger experience alternatives for entrances, train hall(s), public circulation and public-facing spaces. Integrate retail layout and wayfinding. Develop evaluation criteria and evaluate each alternative under those criteria.

4.6.4 Public Art Coordination

Make recommendations and coordinate with the public art managers at MTA Arts & Design, NJT Transit Arts, and the Amtrak Transit Arts Committee (TAC).

Prepare an Artwork Implementation Plan. Recommend the allocation of responsibility (among the Partners and/or other entities) for leadership, management and funding for public artwork. Recommend a process for art programming and artist selection. Recommend target budget and funding sources. Determine and document potential artwork locations, and elements and project types to be incorporated in the BODR.

4.6.5 Visualizations

Prepare architect's in-house renderings for internal discussions, professional progress renderings, animations and videos, and final professional renderings, animations and videos.

The Master Plan concept includes a video information wall in the East Train Hall. Develop a preliminary concept for using this video wall for passenger information display and preliminary concepts for different types of programming for this wall to activate the train hall. This could include concepts for holiday and special event programming, and public service programming.

4.6.6 Architectural Drawings

Prepare architectural plans, elevations, building sections, reflected ceiling plans, room finish schedules, representative wall sections and details.

4.6.7 Furniture, Fixtures & Equipment

Review existing agency furniture, fixtures and equipment ("FF&E") specifications and procurement procedures. Prepare a plan recommending allocation of responsibility for FFE selection and procurement. Determine furniture quantities, locations and requirements for the reconstructed station including street furniture and interior furniture for waiting areas and BOH spaces. Develop FF&E plans and specifications as necessary for space-proofing purposes.

4.6.8 Signage and Wayfinding

Propose a comprehensive signage and wayfinding strategy to reconcile new signage and wayfinding for the Project with the signage and wayfinding in use in the Moynihan Train Hall and the strategy to be implemented in the LIRR 33rd Street Concourse renovation. Include directional signage in all public areas, site and building identification signage, and room identification signage in all station areas. Include a description, analysis, evaluation of the key directional decision points, and hierarchy and recommendation of the types of signs to be used at each. Include circulation diagrams delineating station user routes for the site, building exterior, and each public level of the station.

Design criteria for color, typography, accessibility, hierarchy of messaging and other standards will be established for the Project, informed by the strategy proposed by the Consultant, and implemented by the Consultant.

Include symbols keyed to each of the primary signage types established by the railroads' signage standards in the signage wayfinding design diagrams.

4.7 Civil and Utilities

Prepare site plans, showing building lines, curb lines, locations of bollards or other protective structures, entrances, and other physical characteristics that define the Project Limits. Prepare plans, cross sections, and profiles for roadway and driveway modifications necessary to implement the Project. Provide turning movement studies demonstrating feasibility of proposed vehicular access to the site.

Prepare Composite Utilities Plans depicting the location of existing street lighting, telephone/communications, storm drainage, water, and traffic signals.

Coordinate with utility providers to design new services needed to support proposed loads and other requirements in Penn Station. Prepare utility services plans indicating new, modified, and relocated water, sewer, gas and electric services as required to Penn Station and the existing Service Building. Initiate applications to utility owners for new service or modifications to existing service and incorporate their requirements in the Preliminary Design.

4.8 Environmental

Based on the assessment performed under Section 3.5, prepare criteria and technical specifications for remediation of hazardous materials. Incorporate any requirements that arise from the Section 106 investigation of impacts to historic properties or from the NEPA process for the Project.

4.9 Structural

Provide existing plans, foundation plans, structural demolition plans, column schedules, localized part plans, sections and elevations to depict reframing in critical areas, major mechanical and electrical equipment loadings and locations. No detailing other than Architecturally Exposed

Structural Steel ("AESS") is required. Support of excavation ("SOE") design and drawings are not required. Provide appropriate specifications.

Based on the Preliminary Hazard Analysis described in Section 4.13.3, conduct analysis of structural hardening to identify impacts on configuration of building structure and systems.

4.10 HVAC

Prepare layouts of each floor with conceptual single-line ductwork diagrams, conceptual piping layouts, locations of major equipment, equipment schedules presenting preliminary sizing of equipment, and schematic layout of equipment rooms showing existing and proposed equipment for space-proofing purposes. Provide appropriate specifications. Coordinate with SCADA system requirements in Section 4.13.5.

4.11 Plumbing

Provide sanitary and waste pipe layouts and riser diagrams, stormwater layouts and riser diagrams, and domestic water layout and riser diagrams. Conduct interface coordination of new sanitary waste vent lines with existing vent lines located within Madison Square Garden. Provide appropriate specifications.

4.12 Vertical Transportation

Recommend elevator and escalator equipment quantities and types. Support architectural, structural, and MEP work by space proofing and establishing mechanical, electrical and fire protection requirements for VT equipment. Provide appropriate specifications. Coordinate with SCADA system requirements in Section 4.13.5.

4.13 Systems and Systems Integration

4.13.1 Systems Integration

Investigate and confirm the as-built condition of all electrical and electronic systems. Develop a plan to rationalize, coordinate and integrate the various systems enumerated in the following subsections to the extent feasible and desirable, including temporary relocation and permanent replacement. Provide appropriate specifications.

4.13.2 Integrated Security, Fire and Life Safety, and Emergency Response Approach

Support the formation of a Security, Fire and Life Safety and Emergency Response Working Group (the "SFLS Working Group") to develop and implement an integrated approach to fire and life safety, building Supervisory Control and Data Acquisition ("SCADA") system, security systems and emergency response programs. The SFLS Working Group will comprise the Consultant's relevant task leads, corresponding Partner, City and State agency safety and security personnel, and first responders. Reflect the SFLS Working Group's decisions and recommendations in the work.

4.13.3 Preliminary Hazard Analysis

Conduct a Preliminary Hazard Analysis ("PHA"). Conduct interviews with the Partners, NYPD, FDNY, MTAPD, Amtrak PD and other security stakeholders and review available incident data. A Security Report prepared by PSMP will be made available to the Consultant as well. Determine and summarize vulnerabilities and identify potential mitigation strategies to be implemented in facility design and operations.

A Threat and Vulnerability Risk Assessment ("TVRA") will be completed at a later stage of design or procurement of the Project and is not part of this Contract.

4.13.4 Security Strategy

Based on the PSMP Security Report, discussions with the Partners and the findings of the PHA, develop and propose an overall strategy for security in Penn Station and for potential integration of security strategies for Moynihan Train Hall and Penn Expansion.

4.13.5 Supervisory Control and Data Acquisition System ("SCADA")

Develop a SCADA system, to be located in a building management center, for real-time monitoring and control of all building systems. Consider if and how this will be integrated with the security, fire alarm, fire control and emergency response systems, and possible co-location with the integrated command center set forth in Subsection 4.13.6.

4.13.6 Security and Access Control Systems

The work of this subsection will be based on the PSMP Security Report and the findings of the PHA (Section 4.13.3). Assess equipment and space needs for individual or unified monitoring location(s). Equipment specified under this subsection includes security devices (e.g., cameras, access control and intrusion detection). This subsection also includes design of an integrated security and emergency response command center, possibly integrated with Moynihan and the future Penn Expansion, and possibly integrated with a central building management center.

4.13.7 Life Safety Codes

Ascertain and document all applicable codes and their jurisdictional boundaries within the Project Limits and recommend a unified approach to implementing a Fire and Life Safety plan. Document all decisions and prepare a comprehensive compliance summary for the BODR.

4.13.8 Fire Alarm System

Prepare removal drawings for the existing fire alarm system and proposed layouts showing locations of the main fire alarm panel and associated data gathering panels and the fire command center. Provide riser diagrams showing network connections between main fire alarm panel and data-gathering panels, typical fire alarm devices and connections to HVAC, plumbing and fire protection equipment. Provide appropriate specifications.

4.13.9 Fire Protection

Prepare removal drawings for the existing fire protection system, and proposed layouts showing locations of the main fire pump and associated valve room arrangements, sprinkler zones, and associated main lines. Provide riser diagrams showing pipe, valve, and zone arrangement. Provide interface details with fire alarm equipment. Provide appropriate specifications.

4.13.10 Smoke Control

Prepare design documents for an emergency ventilation and smoke purge system serving Levels A, B and C of the Station. Design the emergency ventilation system in accordance with all applicable codes.

Perform an NFPA 130 Time of Tenability analysis for the platform level based on an appropriate train fire. This will require both egress simulation using LEGION or other approved software and CFD smoke modeling. Determine Platform Occupant Load based on the criteria outlined in Chapter 5 of NFPA 130. Determine Occupant Loads for Levels A, B and C based on the criteria of the New York City Building Code. Establish whether there is compliant egress capacity for the determined occupant load.

Perform similar modeling for the A, B and C Levels using appropriate fire scenarios in retail spaces or workshop/storage spaces.

The work under this Section need not be completed for the Midpoint Deliverables but rather the Final Deliverables only.

4.13.11 Police Radio System

Identify requirements and design the system to provide seamless police radio coverage to all spaces in Penn Station and be compatible and integrated with the system in use in the Moynihan Train Hall. The Partners will determine what police force(s) will patrol and operate in the station. Coordinate with the Partners to identify the system requirements for the chosen police force(s), including compatibility with NYPD if so directed by MTA C&D. This system is anticipated to be a Fiber-Fed Distributed Antenna System ("DAS"). Provide appropriate specifications.

4.13.12 FDNY Radio System

Identify requirements to make the Police Radio System compatible with FDNY radios. If necessary and if directed to do so by MTA C&D, design a separate radio system for FDNY, anticipated to be a DAS. Provide appropriate specifications.

4.13.13 Emergency Telephone

This category includes telephone systems for both emergency and public information and assistance purposes. Provide appropriate specifications.

4.13.14 Integrated Public Address, Passenger Information Displays and Emergency Information System

This category includes speakers and audio head-end equipment, digital screens and their head-end equipment for integrated Passenger Information Displays (PIDs), which will also display Emergency Information and Notifications and, if directed, intermittent commercial advertising. The Passenger Information system will be a single integrated system serving all railroads using Penn Station. Provide appropriate specifications.

4.13.15 Neutral Host Wi-Fi System and Cellular Coverage System

Identify requirements and coordinate the design for a free Public Wireless Internet system accessible throughout the station to be provided by a neutral host selected by the Partners. Identify requirements and coordinate the design for a Cell Phone Coverage system to expand Cellular Service connectivity to support all major Cellular Service providers. This system will either have to be integrated with existing systems or will replace existing systems, as recommended by the Consultant and directed by MTA C&D.

4.13.16 Non-public Wi-Fi System for the Partners

Identify requirements and coordinate the design for a non-public Wi-Fi network for exclusive use of staff of the Partners.

4.13.17 Electrical

Prepare removal drawings for existing electrical distribution and proposed drawings for single-line and riser diagrams, electrical plans showing location of main distribution and satellite rooms, electrical connections to major HVAC, plumbing and fire protection loads, part plans with equipment layouts in new distribution rooms for space proofing purposes and schedules. Coordinate with Con Edison to provide new electrical services to support proposed required loads in Penn Station. Provide appropriate specifications.

4.13.18 Lighting

Prepare comprehensive lighting performance criteria. Cover required lighting levels for each type of functional area, energy consumption, and fixture mounting, maintenance, and durability requirements. Define or otherwise identify architecturally critical areas and provide salient requirements for lighting fixtures in such areas. Provide appropriate specifications.

4.14 Pedestrian Flow Analysis

Building on the LEGION model and analysis developed during the PSMP study, conduct pedestrian flow analysis of the station for the Midpoint Deliverables and the Final Deliverables.

Perform a time of tenability egress analysis in accordance with NFPA 130. Determine Platform Occupant Load based on the criteria outlined in Chapter 5 of NFPA 130. Determine Occupant Load for Levels A, B and C based on the criteria of the New York City Building Code. Account for human behavior in egress modeling and analysis. Perform CFD Modeling of smoke behavior using appropriate software for 1D and 3D modeling of train movements.

4.15 Construction Phasing and Staging

Develop and recommend an overall construction staging and maintenance and protection of traffic ("MPT") strategy for the Project, considering all work required to successfully complete the Project in the most time-efficient and compact manner.

Consider early activities, concurrent work, long-lead items, procurements and production of special construction equipment, and work performed by Amtrak forces.

Prepare MPT plans addressing pedestrians, private autos, taxis, buses, rideshare, deliveries and bicycle traffic. Address the following:

- Extent and sequencing of construction work;
- Work limits / restrictions on contractor access and use of premises;
- Proposed track outage windows for work that will affect normal train traffic;
- Proposed temporary or permanent relocation of Amtrak, LIRR, and NJT ticketing, baggage, customer waiting, and BOH facilities;
- Contractor laydown areas;
- Materials delivery system; and
- Locations for construction trailers.

Recommend design and performance criteria associated with the staging plans.

4.16 Constructability Review

Perform constructability reviews during the Preliminary Design to ensure that the design is constructible within the constraints of the stakeholders and operating railroads. The Partners will participate in constructability reviews for work on their respective properties.

4.17 Sustainability

The Project is to be designed and constructed in a sustainable manner. With that goal in mind, evaluate whether the use of the Envision and/or LEED system is suitable for the Project and make recommendations. The Envision rating system tool evaluates environmental, sustainable and resiliency initiatives included in large infrastructure projects. The Envision system is a collaboration of the American Society of Civil Engineers (ASCE), the Zofnass Program for Sustainable

Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure.

If found to be suitable, provide a design that adheres to the sustainable infrastructure or buildings guidelines selected.

Consider utilizing the selected system's rating tool to evaluate the effectiveness of environmental protection initiatives and the sustainable performance of the Project taking into account the technical performance and social, environmental and economic perspectives of the Project. The rating tool should include a flexible framework of criteria achievements to help provide higher performing solutions by addressing infrastructure integration, using a lifecycle analysis, working with communities, and by striving for a restorative approach to stations projects.

Meetings and coordination will be necessary to further discuss design solutions that address various applicable credits and make available supporting documentation for the aspects of design that exceed the baseline. Provide a preliminary written evaluation of the Project based on the selected criteria over which designers have influence.

4.18 Preliminary Permitting Plan

Develop a preliminary permitting plan identifying any permits required for construction of the Project. Meet with the Partners, City agencies, utilities, and AHJs to identify all necessary approvals and permits required for the Project.

4.19 Cost Estimating and Scheduling

Provide Cost Estimates and Preliminary Construction Schedules for the Project at each milestone submission stage.

Develop a Work Breakdown Structure ("WBS") that will be the basis of both the cost estimates and schedules. Submit the WBS for review and approval before proceeding with the cost estimates and schedules.

Construct the schedules in Primavera P6, coordinated with the construction phasing and staging plans and methods, and preliminary requirements and locations for temporary laydown, back of house phasing and areas needed by the contractors. Logic-link the schedule items and show critical path and float.

Prepare the cost estimates bottom-up, filling-in the WBS as the design work progresses.

4.20 Unified Ticketing

Prepare recommendations for a unified ticketing system for Amtrak, NJT, LIRR and MNR, including necessary facility design and equipment changes. Submit for review and incorporate decisions into the Preliminary Design as directed by MTA C&D.

4.21 Retail Analysis

Two (2) retail reports are included with this RFP. Prepare updated analyses (including financial projections) and recommendations, including how best to curate the retail program.

4.22 Concept of Operations

A Working Group comprising staff from the Partners will lead the development of one or more Governance Model(s) and Concept(s) of Operations for Penn Station, including if and how they will be extended to Moynihan Train Hall and to the Penn Expansion in the future. Support the Working Group as directed. This may include staffing meetings, preparing meeting notes,

arranging workshops with subject matter experts, writing White Papers, and drafting memos and reports presenting the Governance Model(s) and Concept(s) of Operations as they are developed.

Provide one (1) or more advisors to support governance and management discussions among the Partners. Advisor(s) shall have experience in multi-agency governance of comparable passenger facilities. Discussions will cover the extent of unified management of Penn Station, potential integration with the management of Moynihan Trail Hall and Penn Expansion, potential use of a private party to take over a set of management tasks to be determined by the Partners, including curation of retail, cleaning, building routine, preventive and emergency maintenance, control and coordination of deliveries, and any other tasks the Consultant may recommend or that MTA C&D may direct.

Reflect all decisions of the Partners regarding the Governance Model(s) and Concept(s) of Operations in the Preliminary Design as appropriate.

4.23 Risk and Opportunities Management Plan

Develop and maintain a qualitative Risk and Opportunities Plan, beginning early in the Project. Include potential mitigations for the risks and identify ways to reflect those mitigations in the Preliminary Design and make recommendations on how to take advantage of opportunities.

Convene Project Risk Workshops at appropriate times with Consultant and Partner staffs. The workshops will review and extend the Risk and Opportunities Register to comprehensively identify and quantify general risks and opportunities for the Project overall and for construction in particular, for both cost and schedule. Use Monte Carlo simulations to establish appropriate cost and schedule contingencies in accordance with FTA guidelines and best industry practice. Develop further recommendations to mitigate risks and take advantage of opportunities.

Types of risk and opportunity to address in the Risk and Opportunities Management Plan for the Project, which will be used throughout the Project life include:

- Requirements;
- Design;
- Third-party risks, including permits, approvals and third-party work;
- Schedule;
- Construction;
- Start Up
- Unknown conditions; and
- Market conditions.

Include in the Plan:

- Risk and opportunities register: to include: risk element, risk category, risk description, risk event or outcome, probability of occurrence, cost and schedule impacts, risk rating, risk owner, and proposed mitigations, actions, mitigation/action responsible party, and timeline for effectively implementing mitigations/actions;
- Risk mitigations and opportunities pursuit plan;
- Party responsible for each risk mitigation and opportunity pursuit;
- A dashboard to monitor the progress and effectiveness of the risk mitigations and opportunities pursuits;

- An initial workshop with the Partners to begin the process;
- A workshop with the Partners before the Midpoint Submittal;
- A workshop with the Partners before the Draft Final Submittal.

6 Task 3: Supporting Stakeholder Outreach

6.1 Stakeholder and Public Outreach Support

The Partners will lead all stakeholder and public outreach activities. Support their stakeholder and public outreach efforts as directed.

6.2 Stakeholders

Stakeholders in the Project include:

- Elected officials whose jurisdictions include the area within the Project Limits or whose jurisdictions are affected by the Project, including local, city, county, state and Congressional elected officials in both New York and New Jersey;
- New York City agencies with jurisdiction over or interest in the Project Limits, including NYCDOT, NYCDCP, New York City Public Design Commission ("NYCPDC") and New York City Department of Environmental Protection ("NYCDEP");
- Emergency response agencies, including New York City Police Department ("NYPD") and New York City Fire Department ("FDNY");
- Empire State Development ("ESD"), the agency preparing a General Project Plan and Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project;
- Federal Railroad Administration ("FRA");
- Federal Transit Administration ("FTA");
- Gateway Program Development Corporation and Gateway Development Commission (together, "GDC");
- Northeast Corridor Commission ("NECC");
- Regional planning organizations;
- NYC Community Boards 4 and 5;
- Local and regional business associations;
- Local business owners and operators;
- Local residents;
- Amtrak, MTA and NJT Rider Councils and Americans with Disabilities Act ("ADA") compliance advisory committees;
- A Penn Station Stakeholders Advisory Group to be formed by the Partners to provide advice, comment and input on the Project;
- A Public Realm Advisory Group to be formed by ESD to provide advice, comment and input on public realm aspects of the Penn Station Area Civic and Land Use Improvement Project, including how the Project interfaces with the public realm;
- VNO, the owner of Penn 1 and 2;
- MSG, the owner of Madison Square Garden Corp.;
- Advocacy groups with an interest in the Project; and
- The general public.

6.3 Outreach Activities

Outreach activities may include:

- Public meetings and presentations about the Project, in-person or virtual;
- Public hearings for the environmental review process, which will be managed by the Environmental Consultant but may require advance support and attendance of the Consultant;
- Regular and ad hoc meetings with individual stakeholders or groups of stakeholders;
- Progress briefings for individual stakeholders or groups of stakeholders;
- Supporting and providing content for Project web page(s) on the Partners' public websites;
- Creating and maintaining public comment webpages on the Partners' public websites; and
- Supporting and providing content for the Partners' social media platforms.

6.4 Outreach Materials

Develop and provide outreach materials, which may include:

- Messaging, brochures, meeting handouts, fact sheets, Q&A documents and talking points;
- Narratives and tables;
- PowerPoint presentations;
- Large-size color plans, sketches, images or infographics;
- Renderings;
- Flash presentations;
- Interactive graphics;
- Videos and 3D animations or fly-throughs;
- Physical models; and
- Other types of illustrations.

6.5 Other Outreach Support Activities

- Taking meeting notes or minutes of stakeholder and public meetings;
- Scheduling, arranging and running public meetings, either in-person or virtual, and recording comments received;
- Tracking comments received from all sources, including meetings, letters, oral comments, and comment webpages; and
- Providing information and draft responses to questions, inquiries and comments raised at public meetings or otherwise submitted by the public, media, professional organizations, or other inquiring entities and tracking all responses and follow-ups.

7 Option Scope of Services

7.1 Options 1, 2, 3.1 and 3.2

The Option Scope of Services sets forth two (2) alternatives for preparing contract documents and providing support services during the procurement and award phase(s) for a Design-Build or P3 delivery of the Project, and one (1) alternative for advancing the Preliminary Design to a 100% final design ("Final Design") and preparing contract documents for an alternative delivery method.

- Under Option 1, prepare bridging documents and provide support services for procuring and delivering the Project as a single Design-Build or P3 contract, assuming two (2) design packages (one (1) early-works design package and one (1) design package for the balance of the Project);
- Under Option 2, prepare bridging documents and provide support services for procuring and delivering the Project as five (5) individual Design-Build contracts, each with its own procurement and award phase maintaining a focus on developing early works design packages; and
- Under Option 3.1, prepare a Final Design for the Project and contract documents appropriate for an alternative procurement process and delivery method, contracted to a single entity.
- Under Option 3.2, support the construction phase as Designer of Record for an alternative procurement process and delivery method.

Provide all Project Support Services as set forth in Section 2 above throughout the duration of the Option Scope of Services.

7.2 Option 1: Bridging Documents and Procurement Support – Single Contract Design-Build, or P3 Delivery

The Technical Scope of Services for Option 1 comprises the following Tasks:

- Task 1: Basis of Design Report;
- Task 2: Request for Qualifications ("RFQ") and Evaluation Support;
- Task 3: Bridging Documents; and
- Task 4: Request for Proposals ("RFP") and Procurement Support.

If a P3 delivery method is selected, modify the deliverables for the Tasks described below as directed so they can be made part of corresponding overall P3 documents to be prepared by others. Coordinate these deliverables with the P3 document preparer designated by MTA C&D.

7.2.1 Task 1 – Basis of Design Report

Modify the Basis of Design Report prepared under the Base Scope of Services as appropriate.

As part of this Task, prepare two (2) additional plans:

- A responsibility matrix defining the scope of work to be performed by the Design-Build, or P3 contractor(s) and the scope of work to be performed by others, including the Partners' force account craft personnel and the Partners' staffs; and
- A strategic plan consistent with current industry best practice for the approach chosen by the Partners. Address any early action items required to expedite the work, strategy or

actions to manage construction impacts on the work force housed in Penn Station, use of a Project Labor Agreement ("PLA"), overall procurement and Project schedule, coordination with environmental review and other issues identified.

7.2.2 Task 2 - Request for Qualifications ("RFQ") and Evaluation Support

The services of this Task comprise the following:

- Assist in preparing RFQ documents, including project descriptions in sufficient detail for respondents to understand the Project;
- Prepare qualifications analyses;
- Research the project histories of the respondents, including calling references;
- Assist in:
 - Scheduling, arranging and participating in interviews with those respondents deemed to be in a competitive range and answering technical questions;
 - Preparing materials for the use of the selection committee in the interviews, including suggested topics, questions and clarifications to pursue with each respondent;
- Prepare clarification questions after the interviews and evaluate the responses; and
- Develop addenda to the RFQ documents as directed.

7.2.3 Task 3: Bridging Documents

Prepare bridging documents in a format acceptable to MTA C&D that set forth all technical and performance requirements for the Project. Present the bridging documents as performance requirements suitable for use by the design-builder to prepare final designs, making clear the bridging documents are not a finished design. Include technical and performance requirements for all disciplines anticipated on the Project. Coordinate the bridging documents with the work of other consultants retained by the Partners.

Include the following documents:

- Architectural Principles and Requirements;
- Project Requirements and Scope of Work;
- Design Criteria and Performance Requirements;
- General Requirements Specifications (CSI Division 1);
- Preliminary Design Drawings;
- Preliminary Technical Specifications (CSI Divisions 2 – 50);
- BIM model in a format compatible with each Partners' technical requirements; and
- All documents, as-built drawings, drawings from previous improvements, inspection reports, surveys, utility plates, environmental reports and any other information developed during the PSMP Study, under this Contract, or available from other previous or on-going projects in Penn Station, released For Information Only.

7.2.4 Task 4: Request for Proposals ("RFP") and Procurement Support

This Task comprises the following services:

- Split the Preliminary Design into two (2) design packages, one (1) early works package and one (1) design package that comprises the balance of the Project, with both being part of a single contract;

- Assist in assembling a complete RFP package for the procurement of the single contract, including the bridging documents specified above, instructions to proposers and a draft contract;
- Assist in the development of any required special conditions clauses and other documents required for the development of solicitations;
- Assist in arranging a series of confidential one-on-one meetings with each of the qualified proposers, including:
 - Preparing agendas;
 - Preparing presentations or other materials;
 - Answering technical questions; and
 - Noting questions to be responded to and actions to be taken.
- Respond to proposer questions, comments, and requests for clarifications;
- Develop and implement an alternative technical concept ("ATC") process;
- Prepare proposal and cost analyses;
- Prepare addenda, amendments, revised drawings and specifications, and supplementary drawings for the construction package;
- Assist in scheduling, arranging and participating in interviews with those proposers deemed to be in a competitive range;
- Assist in determining if revised proposals or best and final offers ("BAFOs") will be requested, and if so, assist in preparing the terms and conditions of the requests;
- Prepare revised proposal or BAFO analyses;
- Assist in negotiations with one (1) or more proposers; and
- Compile a final set of conformed bridging documents.

Develop contract packages for any other required, ancillary contracts. Coordinate with the Partners to ensure consistency of terms and conditions among all contracts for the Project.

7.3 Option 2: Bridging Documents and Procurement Support – Multiple Design-Build Contracts;

Divide the Project into five (5) separate Design-Build contracts to reduce the scale and cost of each individual contract, maintaining a focus on developing early works design packages.

The tasks enumerated in Section 6.2 apply for each of the five (5) Design-Build contracts.

7.4 Option 3.1: Final Design and Contract Documents – Alternative Delivery Method.

The Partners are considering alternative delivery methods that require design to be progressed by the Consultant beyond the Preliminary Design, potentially to 100% completion.

The Technical Scope of Services for Option 3 comprises the following Tasks:

- Task 1: Procurement Support;
- Task 2: Value Engineering ("VE");
- Task 3: Basis of Design Report; and
- Task 4: Final Design and Contract Documents

The Consultant will work collaboratively with the Partners to:

- Optimize the Final Design and Contract Documents for ease of construction, minimized disruption to station and train operations and minimized cost;

- Coordinate design deliverables and packages to support proposed phasing plans, if any;
- Coordinate material selection decisions;
- Coordinate constructability, operability, and/or biddability reviews; and
- Resolve constructability issues and evaluate proposed ATCs.

Schedule the following with the Partners:

- Regular meetings and site visits, also inviting project stakeholders when so directed;
- Regular Over-the-Shoulder reviews for all design packages produced by the Consultant; and
- Design workshops on particular design issues whenever this would be the most efficient way to resolve issues.

7.4.1 Task 1: Procurement Support

Support the preparation of an RFQ and/or RFP for a construction contractor as directed, including support during the solicitation phase.

7.4.2 Task 2: Value Engineering ("VE")

The Consultant shall participate in the Value Engineering ("VE") workshop led by the construction contractor. The Preliminary Design (30%) package shall be a direct input to the workshop and as such, the Consultant shall assist the construction contractor in conducting VE early in the execution of Option 3.

7.4.3 Task 3: Basis of Design Report

Update the BODR for each design submittal enumerated below.

7.4.4 Task 4: Final Design and Contract Documents

For Final Design, continue and complete all the design and coordination elements begun in the Base Scope of Services to a 100% level of completion.

Advance the Preliminary Design to Final Design in the stages enumerated below and prepare complete Contract Documents in accordance with the following:

A. Intermediate Design Submittal (60%)

Prepare an intermediate design submittal at a 60% completion level for all project elements, for review and comment by the Partners, including technical specifications, CSI Division 1 specifications, an updated 3D structural model and an updated BIM model. At this stage, the overall design and specifications should be substantially complete, with draft or partial details for all elements of design enumerated in the Base Scope of Services and any other elements of design identified in the Base Scope of Services. Break the submittal into smaller packages in a logical arrangement as directed by MTA C&D. Perform the following additional activities and produce the following work products:

- Where necessary, define additional surveys, borings, test pits, laboratory tests and analysis to ensure the design is executed on the basis of a thorough and complete geotechnical, environmental, and utilities site investigation;
- Update the geotechnical baseline report (if applicable) based upon updated or new field and laboratory test data;
- Provide an overall Project schedule, including updated and refined procurement phasing;

- Update the testing and commissioning plan;
- Update the systems integration plan;
- Provide draft Contract Documents, which are essentially the same as the bridging documents enumerated in Option 1, modified as appropriate for this procurement and delivery method and advanced to a 60% completion level;
- Conduct a workshop with the Partners and appropriate security stakeholders to support a Threat and Vulnerability Risk Assessment ("TVRA"). Review available incident data and prepare a draft TVRA report, summarizing vulnerabilities and identifying potential mitigation strategies to be implemented in the facility design and operations;
- Assist the Partners in planning for track outages;
- Compile all applicable Partner soft costs and force account costs;
- Combine cost estimates with agency soft costs and force account costs;
- Update the risk and opportunities register, including risk mitigations and opportunities pursuits;
- Assist with the overall Project risk register;
- Schedule and run a risk workshop with the Partners to establish Project contingencies in accordance with FTA guidelines;
- Continue supporting the Environmental Consultant if necessary; and
- Organize and facilitate over-the-shoulder design-review workshops with the Partners.

B. Pre-Final Design Submittal (90%)

Advance the contract documents to a pre-Final Design submittal at a 90% completion level. Complete and fully coordinate all designs, drawings, specifications and plans. Resolve all comments received prior to 90% submittal and ensure they are incorporated into the contract documents and verified as closed. Perform the following activities:

- Finalize the comprehensive system testing and commissioning plan;
- Complete all design calculations and supporting documents;
- Organize and facilitate over-the-shoulder design review workshops with the Partners;
- Finalize the systems integration plan;
- Complete Certified Items List from the approved PHA;
- Update the overall Project schedule, including updated and refined procurement phasing;
- Prepare a Final TVRA report reflecting any changes or advancements since 60% design;
- Update the planning for track outages and organize access workshop with the Partners;
- Combine updated cost estimates with updated agency soft costs and force account costs;
- Continue supporting the Environmental Consultant as necessary;
- Obtain design approvals from the various utilities and AHJ(s) as required for the Project;
- Obtain design approvals from the appropriate federal, state and city agencies as required for the Project;
- Update the risk and opportunities register, including risk mitigations and opportunities pursuits;
- Assist with the overall Project risk register; and

- Schedule and run another risk workshop with the Partners to update Project contingencies and confirm mitigations.

C. Final Design Submittal (100%)

Resolve all comments received after the 90% submittal and ensure they are incorporated into the final contract documents. Organize and facilitate an over-the-shoulder design review workshop with the Partners to close out all open comments. Obtain signoffs from all stakeholders.

Develop all final design drawings, specifications, and other documents in accordance with local, state, and federal requirements such that required permits can be readily obtained for the designed work. All drawings and calculations must be sealed and signed by professional(s) licensed in the State of New York.

Submit a Final Design Submittal (100%) document checklist that includes such elements as, but is not limited to: design drawings, design specifications, and calculations. Prepare the checklist to meet the Project's minimum design criteria requirements and submit the checklist for approval.

7.5 Option 3.2: Construction Phase Support – Alternative Delivery Method

Provide engineering support services during the construction phase functioning as the designer of record for the Project. The Consultant services during the construction phase include, but are not limited to:

- RFI responses;
- Design deliverable reviews;
- Shop drawing reviews;
- Attendance at construction progress meetings;
- Change order support;
- Final inspections as applicable;
- Test witnessing as applicable;
- Coordination of the construction related questions/queries related to all design components; and
- Develop As-Built drawings from red lined drawings from the construction contractor.

The Consultant shall remain responsible for all errors and omissions discovered during all phases of the Project. The inspection, review, approval or acceptance of, or payment for, any of the work required under the Contract shall not be construed to relieve the Consultant of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the MTA 's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Consultant and/or its Subconsultants shall correct or revise any errors, omissions or defective work at no additional cost to the MTA.

7.6 Option 4: Design Development for Subway Improvements

Advance and refine the concept designs for the NYCT subway improvements included in the Final Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project based on the concept designs in the PSMP Alternatives Report attached to this RFP to support ESD in negotiations with developers and the City. The extent of design development will be on the order of 15% completion.

Coordinate with NYCT, ESD and VNO or other site developers as required.

7.7 Option 5: Design Development for Underground Connections

Advance and refine the concept designs for the underground connections included in the Final Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project based on the concept designs in the PSMP Alternatives Report attached to this RFP to support ESD in negotiations with developers and the City. The extent of design development will be on the order of 15% completion.

Coordinate with NYCT, ESD and VNO or other site developers as required.

Exhibit B

Form of PTE

[Attached.]

EXHIBIT _ – PTE Example

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 9/01/21)

Transmittal Date: December 20, 2021
File: E-47-____
Internal Order: ____
WBS Element: ____
Reference: ____

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to:

(hereinafter called "Permittee") to enter property owned and/or controlled by National Railroad Passenger Corporation (hereinafter called "Railroad") for the purpose of __, under the terms and conditions set forth below.

- o Permittee is required to pay the \$__.00 Temporary Permit preparation fee.
- o If Railroad approves the use of its Blanket Railroad Protective Liability Insurance (RRPLI) Program, Permittee shall include the \$__.00 RRPLI premium.

2. LOCATION AND ACCESS. (Give map reference, description or both – include city and state)

MP __, __, __

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, as well as its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

- A. injury, death, or disease of any person, and/or
- B. damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Railroad and/or Permittee (as well as Permittee's employees, agents, contractors, subcontractors, or any other person acting for or by permission of Permittee) in connection with this Temporary Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor and shall survive the termination or expiration of this Temporary Permit for any reason.

As used in this section, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, successors, assigns and subsidiaries.

4. COMPENSATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the Temporary Permit preparation fee outlined in section 1 as compensation for the preparation of this Temporary Permit. This fee is to be paid upon Permittee's execution of this Temporary Permit.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his/her designee, in writing, at least fifteen (15) working days before it desires to enter upon the Property. No entry upon the Property will be permitted until this Temporary Permit has been fully executed and specific written permission to enter upon the Property has been received by Permittee via

electronic mail from Railroad's Engineering – I&C Department.

6. **PERMITTEE ACTIVITIES.** All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or facilities. In no event shall personnel, equipment or material cross a track(s) without special advance permission from Railroad's Deputy Chief Engineer-Construction or his/her designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his/her designee, conditions warrant at any time, Railroad will provide flagging and/or other protection services at the sole cost and expense of Permittee.

7. **CLEARANCES.** All equipment and material of Permittee shall be kept away from the tracks by the distances set forth in Attachment A hereof, unless specifically otherwise authorized in writing by Railroad's Deputy Chief Engineer-Construction or his/her designee. Permittee shall conduct all operations so that no part of any equipment or material can foul: an operating track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. **RESTORATION OF PROPERTY.** Upon completion of its work, Permittee shall, at the option of Railroad, leave the Property in a condition satisfactory to Railroad or restore the Property to its original condition. This may include the restoration of any fences removed or damaged by Permittee.

9. **TERM OF TEMPORARY PERMIT.** The term shall commence on the date Railroad executes this Temporary Permit ("Execution Date"). Railroad will not execute this Temporary Permit until Railroad has received: payment of any fees/costs identified in section 1 hereof, payment of the fee set forth in section 4 hereof, and satisfactory evidence of the insurance required pursuant to section 11 hereof. The term shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in section 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time for any reason, and in no event shall this Temporary Permit extend beyond the Expiration Date. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. **SAFETY AND PROTECTION.** All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein. Failure to comply with Railroad's safety requirements and Attachment A shall, at Railroad's option, result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

11. **INSURANCE.** Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Senior Manager Engineering, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein.

12. **SAFETY TRAINING CLASS.** No person may enter upon Railroad property or within twenty-five (25) feet of the centerline of any track or energized wire until he/she has successfully completed Railroad's contractor orientation computer-based safety training class, as noted in section 12 of Attachment A.

13. **COMPLIANCE BY CONTRACTORS.** Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. **REIMBURSEMENT OF COSTS; PAYMENTS.** Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in performing flagging and other protective services and in reviewing any plans, drawings or other submissions.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's then-current standard force account rates. Permittee understands that Railroad employees working under expired collective bargaining agreements may receive future, retroactive hourly wage increases for their work performed in support of Permittee's activities under this Temporary Permit. Upon payment to the applicable employees of retroactive hourly wage increases (and regardless of whether such payment is made during or after the term of this Temporary Permit), Railroad will invoice Permittee for, and Permittee will pay, the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the support services performed by Railroad.

Except as specified in section 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, together with such overdue payment, interest on the overdue amount at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, if less than the foregoing, calculated from the date the payment was due until paid. Railroad also has the right to suspend its support services, without penalty, until Permittee has paid all past due amounts with accrued interest. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) made payable to National Railroad Passenger Corporation; and (c) delivered to the address indicated on the invoice. (However, the permit fee referenced in section 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in section 4 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit for any reason.

15. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in section 1 hereof. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee's client. Failure to comply with the provisions of this clause shall, at Railroad's option, result in immediate termination of this Temporary Permit, forfeiture of all compensation paid Railroad therefor, and pursuance of any other remedies (at law or in equity) that may be available to Railroad. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

16. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. GOVERNING LAW. This Temporary Permit shall be governed by and construed under the laws of the District of Columbia and pursuant to 49 USC 28103(b) which precludes and preempts any other federal or state laws. All legal proceedings in connection with any dispute arising under or relating to this Temporary Permit shall be brought in the United States District Court for the District of Columbia.

*AGREED TO AND ACCEPTED BY PERMITTEE:

—

By: _____
(signature)

Title: _____
Must be an Owner/Partner or duly authorized representative

Date: _____

* By signing this Temporary Permit, Permittee certifies that this document has not been altered in any manner from the original version as submitted by Railroad.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
VP Engineering Services

Date: _____
Execution Date

Expiration Date: (For Amtrak Use Only)

- 1 year from Execution Date
- Project Completion
- Other:

ATTACHMENT A
Temporary Permit to Enter Upon Property
SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 9/21/18)

National Railroad Passenger Corporation

In the following Specifications, "Temporary Permit" means Railroad's "Temporary Permit to Enter Upon Property"; "Railroad" means National Railroad Passenger Corporation; "Chief Engineer" means Railroad's Chief Engineer or his/her duly authorized representative; "Permittee" means the party so identified in the Temporary Permit; and "Contractor" means the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement, Force Account Agreement, License Agreement or other such agreement, as applicable. Reference to "Permittee/Contractor" includes both the Permittee and the Contractor.

(1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit, for written approval of the Chief Engineer, plans, computations, a site-specific safety work plan and site-specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic in accordance with Amtrak Engineering Practices EP 3014. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.

(2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety, security and continuity, and Permittee/Contractor shall conduct its operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee/Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. Any violation of such rules, regulations, or requirements shall be grounds for the termination of the Temporary Permit and/or the immediate suspension of Permittee/Contractor work, and the re-training of all personnel, at Permittee's/Contractor's expense.

(3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee/Contractor shall immediately notify Railroad and take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee/Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee/Contractor, shall be paid by Permittee/Contractor. Any work (or equipment being staged onsite during the work) performed at or near a railroad crossing must not obstruct the view of flashing light units or gates to oncoming traffic.

(4) Protection in General: Permittee/Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any inspectors, track foremen, track watchmen, flagmen, signalmen, electric traction linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee/Contractor. The cost of same shall be paid directly to Railroad by Permittee/Contractor. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee/Contractor from its complete responsibility for the adequacy and safety of its operations.

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity thereof must be strictly observed. No employees or equipment

will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of a track or energized wire or that has the potential of getting within twenty-five (25) feet of such track or wire without the approval of the Chief Engineer. Permittee/Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When Permittee/Contractor desires to foul an active track or overhead wire, it must provide the Chief Engineer with its site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of the railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within such distance in (a) above and shall require the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford Permittee/Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer.

(7) Track Outages: Permittee/Contractor shall verify the time and schedule of track outages from Railroad before scheduling any of its work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee/Contractor shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee/Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Permittee/Contractor must provide horizontal and vertical shields, designed by a professional engineer registered in the state in which the work takes place. These shields shall be designed in accordance with Railroad's specifications and approved by Railroad, so as to prevent any debris from falling onto Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge. Ballasted track structure must be kept free of all construction and demolition debris.

(9) Equipment Condition and Location: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment be placed or put into operation within twenty-five (25) feet from the centerline of an outside track, except as approved by Railroad in accordance with Permittee's/Contractor's site-specific safety work plan. To ensure compliance with this requirement, Permittee/Contractor must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer. Permittee/Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

If work to be performed on Railroad property involves heavy trucks, equipment, or machinery along the right-of-way, duct lines and pull boxes shall be inspected by on-site Railroad personnel and the equipment operator to ensure they can withstand the weight.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of twenty-five (25) feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when Permittee/Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee/Contractor shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee/Contractor shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee/Contractor and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee/Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of a track or overhead wire, must first complete Railroad's contractor orientation computer-based safety training class. The class is provided electronically at www.amtrakcontractor.com. Upon successful completion of the class and test, the individual taking the class will receive a temporary certificate without a photo that is valid for fourteen (14) days. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee/Contractor. Permittee/Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with Permittee's/Contractor's site-specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee/Contractor, unless Railroad makes a specific written request that such work be performed at Railroad's expense.

(14) Utilities: All underground utilities, cables, and facilities must be located and protected before any excavating, drilling of any kind, boring, ground penetrating activities, or construction activities take place. This includes, but is not limited to, Railroad and commercial utilities, cables, duct lines, and facilities. The "call before you dig" process must be followed. Railroad is not part of that process; therefore, Permittee/Contractor must contact Railroad's Engineering Department to have Railroad's underground utilities and assets located. If requested by Railroad, existing depths of any utilities being crossed must be verified through test pits performed by Permittee/Contractor as directed by and under the direct supervision of Railroad personnel. Hand digging may be required, as directed by Railroad's on-site support personnel. No activities may be performed in close proximity to Railroad duct bank or communication facilities unless monitored by on-site Railroad personnel. Railroad maintains the right to access its existing cables and conduits throughout construction and reserves the right to upgrade and install new cables and conduits in the affected area. Precautions must be taken by Permittee/Contractor to prevent any interruption to Railroad's operations.

**ATTACHMENT B
INSURANCE REQUIREMENTS
Penn Station Reconstruction 30% Design Phase
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of November 1, 2022**

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design and/or Construction Phase Agreement, Force Account Agreement, License Agreement), as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and with no exclusions for Explosion/Collapse/ Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This primary policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$4,000,000	Annual Policy Aggregate
\$4,000,000	Products and Completed Operations

The Umbrella/Excess Liability policies shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.
3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence, Combined Single Limit
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In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
 - C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, an MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.
4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$6,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

- 5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.
- 6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
- B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.
- 7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.
- B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.

C. Any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$10,000,000	Per Claim
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.
- C. If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

MISCELLANEOUS

1. **General**

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.
- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.
- F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.

2. **Waiver of Subrogation** As to all insurance policies required herein. Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.

3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.

4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:

- A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
- D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

5. **Evidence of Insurance**

- A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
- B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
- C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
- D. ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.
- E. Evidence of insurance coverage shall be sent to:

Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
2955 Market Street
Philadelphia, PA 19104-2817

Exhibit B-1

Form of NJ TRANSIT PTE

[Attached.]

Exhibit C

Secondary Agreements

Type of Secondary Agreement	Primary Agreement Section Reference
Procure and contract with PMC to support the Parties in managing the design and construction procurement process and to provide construction management services for the construction phase	2(g)
Funding associated with the Options, PMC and subsequent construction phase	6(d)
Progression of Base Scope Bridging Documents (Options 1 or 2) or Final Design and Construction Phase Engineering Support (Option 3a and Option 3b)	8(b)
Agreements that will advance the goal of a unified station concept	10(e)
Finalizing which codes, standards, procedures, and guidelines apply and agree on the Authority Having Jurisdiction (“AHJ”) for the issuance of approvals and permits during the construction phase	20(c)
Design Option phase and construction agreement setting forth the roles and responsibilities of the Parties during any design Option phase	22(a) and 23(a)

DESIGN GOVERNANCE AGREEMENT FOR THE PENN STATION RECONSTRUCTION PROJECT

This Design Governance and Cost Share Agreement for the Preliminary Design Phase of the Penn Station Reconstruction Project (“Agreement”), effective as of the 3rd day of February, 2023 (“Effective Date”), is made by and among (i) National Railroad Passenger Corporation (“Amtrak”), a corporation organized under 49 U.S.C. § 24101, *et seq.* and of the District of Columbia, Metropolitan Transportation Authority, a New York State public authority and public benefit corporation, acting for itself and on behalf of its subsidiary and affiliated agencies (Metro North Railroad Company (“MNR”), Long Island Rail Road Company (“LIRR”), New York City Transit Authority (“NYCT”) and MTA Construction and Development Company (“MTA C&D”), collectively, “MTA”), and (iii) the New Jersey Transit Corporation (“NJ TRANSIT”), an instrumentality of the State of New Jersey.

WHEREAS, Amtrak is the owner of the New York Pennsylvania Station (“Penn Station”), a transportation hub that serves passengers traveling on Amtrak, NJ TRANSIT and LIRR trains and is adjacent to several NYCT subway lines, and will serve MNR commuter trains through the Penn Station Access project; and

WHEREAS, NYCT operates two (2) subway stations serving Penn Station passengers, LIRR, as a tenant of Amtrak, serves passengers commuting into and out of Penn Station from locations throughout Long Island and Queens, and MTA plans to introduce MNR service to Penn Station through the Penn Station Access project; and

WHEREAS, NJ TRANSIT, has a commuter easement to operate railroad service at Penn Station as well as a long-term lease in a certain area of Penn Station, operates several commuter lines into and out of Penn Station, serving passengers throughout New Jersey and points north in Rockland and Orange Counties, New York and plans to expand services to Penn Station through the Gateway Program; and

WHEREAS, Amtrak, MTA, NJ TRANSIT (hereinafter collectively referred to as the “Parties” or in the singular as “Party,” as the context requires) agree that an architectural and engineering design is needed for Penn Station Reconstruction (the “Project”) to avoid duplication of effort, conflicts, inconsistencies and inefficiencies associated with a segmented and uncoordinated redevelopment of the Penn Station property, and to help transform Penn Station into a world-class transportation facility; and

WHEREAS, the Parties have a shared interest in minimizing Project costs and the time required to design and construct the Project and in the overall success of the Project; and

WHEREAS, the Parties acknowledge and agree that the Project will be implemented using a progressive delivery method (i.e., Construction Manager at Risk (“CMAR”), sometimes called Construction Manager / General Contractor (“CM/GC”), Design-Build (“DB”), Progressive Design-Build (“PDB”), or Public Private Partnership (“P3”)) to be selected by the Parties at a later date; and

WHEREAS, on behalf of the Parties, MTA has retained an Architecture and Engineering Consultant (the “Consultant”) to perform preliminary design for the Project, nominally to a 30% level of completion (the “Base Scope”), with six (6) options (“Options”) to conduct further design efforts following the Parties’ agreement on the Project’s procurement and delivery strategy; and

WHEREAS, the Base Scope for the Project and the required deliverables are outlined in the Technical Scope of Services, dated May 31, 2022, which is Appendix A of the Request for Proposals (“RFP”), MTA Contract No. CS00005C, Architectural and Engineering Design Services for the Penn

Station Reconstruction Project (the “Consultant Contract”) approved by all Parties and attached hereto as **Exhibit A**; and

WHEREAS, the Parties agree to ultimately share equally in the costs of the Consultant’s performance of the Consultant’s Base Scope; and

WHEREAS, the Parties agree that the Base Scope deliverables shall inform and guide the Parties’ mutual decision to exercise any of the Options; and

WHEREAS, the Parties acknowledge and agree that the Project’s procurement and delivery strategy must be agreed to by all Parties prior to any of the Options being exercised; and

WHEREAS, the Parties acknowledge that expenses have been incurred prior to the execution of this agreement, and that beginning January 1, 2023 any party that incurred expenses thereafter under the terms of this agreement will have those expenses considered contributions toward each Party’s responsibility for the overall project cost to the extent that documentation supports the credit; and

WHEREAS, the Parties desire to work swiftly and collaboratively to create a Steering Committee (“Steering Committee”) consisting of members of each Party that will offer oversight for the Project; and

WHEREAS, the Parties agree to carry out their responsibilities in connection with the Base Scope of the Project in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following provisions, and for other good and valuable consideration, receipt whereof is hereby acknowledged, the Parties agree as follows:

1. Selection and Award of the Consultant

- a. The Parties will establish a Selection Committee to review the technical proposals submitted for the Project.
- b. The Selection Committee will be composed of one (1) senior management-level employee representative from each of the Parties (three (3) members total). Each Party has the right to select its own representative.
- c. Each member of the Selection Committee shall have equal voting / scoring rights as the other Parties’ members.
- d. Each Party may appoint a non-voting technical advisor to assist in reviewing the proposals, participate in Proposer interviews and provide advice during Selection Committee deliberations.
- e. The City of New York and Empire State Development may each appoint a non-voting technical advisor to assist in reviewing the proposals, participate in Proposer interviews and provide advice during Selection Committee deliberations.
- f. The Selection Committee evaluation will be in compliance with the Brooks Act (Public Law 92-582), also known as Qualifications Based Selection (“QBS”).
- g. MTA will not award the Contract to the Consultant unless the Consultant and its cost proposal is approved by the Parties.

2. Management of the Project

- a. MTA will appoint a senior manager as Project CEO (“PCEO”) to manage the Consultant and the design process.

- b. The PCEO will ensure that the Consultant submits a monthly progress report with its invoices, including a summary of design progress and an update on the remaining Project budget and on the Project schedule, which will be shared with the Parties upon receipt from the consultant. On a quarterly basis, the Consultant will be required to submit an estimate of the Project cost at completion (“EAC”), and a description of any measures they are taking or will need to take to keep the Project within budget and on schedule.
- c. Amtrak and NJ TRANSIT will each appoint a Project Manager (“PM”) to work collaboratively with the PCEO to advance the Project through the Base Scope and once approved, the Option scopes of services exercised by the Parties. Each Party has the right to select its own PM.
- d. The PCEO, PMs, and the Consultant, i.e., the Core Project Team, will be co-located on or near the project site.
- e. The PCEO and PMs will meet on a weekly basis or as needed to advance the Project and resolve any issues that arise, including the Consultant in the meetings as appropriate, and will keep each other informed of all work by their respective agencies relevant to the Project.
- f. The PCEO and PMs will work in good faith to resolve any issues that may arise. If, however, they are unable to come to agreement on a topic, that topic may be escalated to the Steering Committee, discussed in Section 4 below.
- g. The Parties will procure a Project Management Consultant (“PMC”) at the appropriate agreed-upon time, under terms to be agreed, to support the Parties in managing the design and construction procurement process and to provide construction management services throughout the construction phase. The procurement process will mirror the procurement of the Consultant. A full listing of all secondary agreements that are required under the terms of this Agreement is contained in **Exhibit C**.
- h. The PCEO shall ensure that the PMs are invited to all meetings with the Consultant, will be included on all communications with the Consultant, and will receive copies of all Project materials and records.
- i. Materials, drawings, and other information provided to the Consultant deemed to be sensitive or confidential by the Parties shall be kept in confidence subject to the NDA previously signed by the Parties and shall not be released to outside parties without the concurrence of the Steering Committee. The Consultant shall implement appropriate document control measures to ensure the confidentiality of information deemed sensitive by the Parties. The Parties shall include and enforce this Section in all subcontracts.
- j. Regular updates with key external stakeholders will be scheduled to ensure strong communication lines and coordination.

3. Management of Design

- a. Design Oversight Meetings: The PCEO and PMs will schedule regular design oversight meetings to review the progress of the Consultant. Recognizing the aggressive 12-month Base Scope schedule, the design oversight meetings will serve as “over-the-shoulder” reviews as the design advances and as the primary avenue for providing feedback and guidance to the Consultant. Comments will be recorded and circulated by the Consultant staff, who will maintain a rolling list of design issues and resolutions to support the Project record. The PCEO and PMs will invite appropriate staff from their respective agencies and, when on board, the PMC.
- b. Workshops: The PCEO and PMs will organize workshops as needed on particular topics that require longer and more in-depth discussion than can be accommodated in the regularly scheduled design oversight meetings or require detailed input from subject matter experts. The PCEO and PMs will invite appropriate staff from their respective

agencies and, when on board, the PMC. The PCEO shall provide no less than fourteen (14) calendar days' notice to the PMs prior to scheduling the oversight workshops. Comments from the workshops will be recorded and circulated by the Consultant staff. The conclusions, recommendations, insights and actions arising from the Workshops will be memorialized in technical memos or white papers, as appropriate, to support the Project record.

- c. Working Groups: The PCEO and PMs will convene smaller working groups comprising of the Parties' staffs to provide advice and recommendations on particular topics that will take multiple meetings over some time to think through and/or critical input from third parties. The topics for working groups are not limited to design but may also include broader topics such as station operations and integration, station governance structure, security, constructability, maintenance of service during construction, revenue sharing, or other topics. The PCEO and PMs will invite appropriate staff or executives from their respective agencies or outside subject matter experts from other agencies or consultants. The decisions, conclusions, recommendations, insights and actions arising from the working groups will be memorialized in technical memos or white papers, as appropriate, to support the project record.
- d. The Parties may perform technical reviews through independent contracting support at their own cost and expense, and not credited towards the Party's responsibility toward the overall project cost.
- e. All three Parties will jointly maintain ownership of all materials produced under the Base Scope and Option scopes. Before releasing any documents to the public or in response to a state or federal freedom of information law/Freedom of Information Act request or other subpoena, the Party receiving the request will notify the other Parties and provide them with a timely opportunity to object or otherwise contest the disclosure.

4. Steering Committee

- a. The Parties will timely establish a Steering Committee to provide oversight of the Project and resolve any issues escalated by the PCEO and/or PMs in connection with the Consultant's scope of work.
- b. The Steering Committee shall comprise a senior executive-level employee (not to preclude alternates, to assure full representation) from each of the Parties, vested with decision-making authority for their respective organizations, each with an equal vote.
- c. Decisions of the Steering Committee must be unanimous. If unable to reach a unanimous decision after discussing an issue during a Steering Committee meeting(s) the Steering Committee shall refer the issue to the Principals Committee as described in Section 5.
- d. The Steering Committee shall meet no less than every other month throughout the term of the Consultant's performance, at a time and location that is convenient for all members. The PCEO and PMs will attend the Steering Committee meetings, and the PCEO, consulting with the PMs as appropriate, will prepare an agenda and any supporting materials required. The Consultant's and, when on board, PMC's attendance at the Steering Committee meetings shall be determined at the direction of the Steering Committee. The Steering Committee representatives may invite staff or other executives from their respective agencies to attend as well and can meet in executive session as needed at their discretion. The Consultant will provide personnel to prepare and circulate meeting minutes for each meeting memorializing the decisions, directions and actions arising.
- e. The Parties acknowledge that the Technical Scope of Services attached hereto as **Exhibit A** identifies the goals, scope, schedule and staffing desired by the Parties in connection with the Consultant's scope of services (the "Scope of Services"). The Steering

Committee meetings shall serve as a forum to: (a) review the Consultant's progress; (b) discuss relevant issues, concepts and alternatives relating to the Project; and (c) agree upon the process under which the Project will be procured and delivered. The Steering Committee will also receive full and transparent updates on the Consultant's work.

- f. All material external communications, including press releases and release of Project information to the public, regarding the Consultant's work and related decisions must be unanimously approved by the Steering Committee.
- g. The Steering Committee shall allow reasonable time for review and approval of the midpoint design, draft final design, and final design deliverables for the Base Scope (30% design submission) and any exercised Option deliverables by the Parties and (if required) their respective Boards before the Base Scope and Option deliverables are adopted by the Steering Committee and released to the public. For avoidance of doubt, the Base Scope and Option deliverables will not be adopted by the Steering Committee or be released to parties external to the Steering Committee or the public without the prior approval of the Steering Committee.

5. Principals Committee

- a. The Parties will establish a Principals Committee comprising an executive from each of the Parties.
- b. In the event that the Steering Committee is unable to resolve a substantive disagreement, members of the Steering Committee may refer the issue to the Principals Committee. If at least two (2) Parties request such escalation, a meeting of the Principals Committee will be convened within seven (7) calendar days to discuss the issue. If one (1) Party requests such escalation, a meeting of the Principals Committee will be convened within fourteen (14) calendar days to discuss the issue. The Principals Committee must unanimously agree on the resolution of any/all substantive disagreements prior to the Consultant progressing on the portion of design at issue within fourteen (14) calendar days, unless all Parties unanimously agree to extend. If no resolution is achieved by the Principals Committee, any Party may invoke the provisions of Section 24 of this Agreement.
- c. The Principals Committee may elect to meet at their discretion at times and locations of their choosing to receive progress updates, proactively examine issues or provide direction to the Steering Committee and Project staff. The Steering Committee, PCEO and PMs will attend, unless the Principals Committee elects at their discretion to meet in executive session. Other agency staff, the Consultant and, when on board, PMC may also be invited to attend at the discretion of the Principals Committee.

6. Costs

- a. The Parties will jointly seek federal funding for up to eighty percent (80%) of Project costs and agree to equally split any related match requirements. The estimated cost of the preliminary design is \$70 million, inclusive of architecture and engineering, preparation of NEPA and supporting documents, and Force Account costs necessary to support these tasks. Any costs above this estimated amount must be unanimously approved by the Parties.
- b. The Parties will ultimately share equally all costs and expenses associated with the services of the Consultant, as detailed in the Consultant's approved monthly invoices (the "Costs"). MTA shall be responsible for providing the Consultant's invoices to the Parties and for submitting the Parties' collective payments to the Consultant. Every three (3) months, Amtrak and NJ TRANSIT shall each review, approve, and reimburse MTA for one third of all approved Costs incurred over the prior three (3) month period. Any Costs invoiced by the Consultant for services provided under the Consultant Contract prior to

the execution of this Agreement are not eligible to be credited to the Parties in connection with the Parties' payment of future Costs. Only costs incurred after January 1, 2023 will be eligible to be credited to the Parties in connection with the Parties' payment of future costs. MTA will provide the Parties with an estimated annual budget for the services of the Consultant. Any changes in work scope that might require any change in budgeting for the Project will be subject to the approval of the Parties as set forth in Section 16 of this Agreement.

- c. The Steering Committee shall monitor the Costs to mitigate unanticipated overruns. Each Party shall permit the authorized representatives of each other Party, and those of any other state or federal governmental entity or agency with oversight authority applicable hereto, in each case upon request, to inspect and audit such Party's data, books, records, and documents (and, subject to any applicable confidentiality obligations and public records requirements, those of its contractors, consultants, and assignees, if any) relating to its obligations under this Agreement.
- d. Funding associated with the Options (inclusive of construction bridging documents), property acquisitions, PMC, and subsequent construction phase shall be subject to a separate agreement.
- e. The Parties providing any Force Account needed to support the Consultant shall receive credit in connection with the Parties' payment of their share of future Consultant Costs. Every three months a Statement of Work outlining the Force Account costs for which the Party is seeking credit shall be provided to the other Parties.

7. NEPA / Section 106 / Section 4(f) Analysis and Documentation for the Project

- a. The Parties acknowledge they are committed to working with USDOT to gain agreement from the appropriate federal agencies to begin NEPA review of the Project as soon as possible.
- b. The Parties agree that MTA will cause MTA's NEPA consultant team, led by AKRF, Inc. (the "NEPA Consultant"), to provide all required NEPA / Section 106/ Section 4(f) services under the same project management procedures agreed herein for the Base Scope.
- c. MTA shall ensure that all deliverables, both draft and final, will be shared with the Parties upon receipt from the Consultant, for review and approval prior to submission. Review durations for all NEPA Consultant deliverables shall be subject to the same durations as outlined in Section 9 of this Agreement.
- d. The Parties contemplate that the NEPA classification for this Project is anticipated to be either a Categorical Exclusion or an Environmental Assessment.
- e. The Consultant shall support the NEPA process by timely responding to technical questions, and by timely providing technical data, analysis, drawings, illustrations and other graphics, tables, or information to the NEPA Consultant and the Parties.
- f. Any Costs invoiced by the NEPA Consultant for services provided under the NEPA Consultant contract prior to the execution of this Agreement and paid by MTA shall be credited to MTA in connection with the Parties' payment of future Costs.

8. Design and Engineering for the Project

- a. The Project is intended to enhance the customer experience for all passengers, integrate and optimize the operational footprint of the Parties, create better connections to the public realm, and position the station to serve, along with Moynihan Train Hall and the future Penn Expansion, as a world class facility for welcoming commuters and the rest of the world to New York. The Base Scope will focus on design of a re-configured rail station including architectural concepts for above ground entryways, accessible access

and egress, multiple interior passenger concourses, underground connections, commercial building tenants and “back-of-house” functions, i.e., non-customer-facing railroad support activities.

- b. This Agreement includes all tasks by the Parties for completion of the Base Scope for the Project, as well as Option 4, design development for transit improvements, and Option 5, design development for underground connections, if exercised by the Parties. The Parties will amend this agreement or enter into a separate agreement for the progression of Base Scope Bridging Documents (Option 1 or Option 2) or Final Design and Construction Phase Engineering Support (Option 3.1 and Option 3.2).
- c. The Parties agree that the Base Scope must address the various goals and operational needs of the Parties, including maximized passenger circulation, improved clarity of navigation and sightlines in Penn Station, improved overall customer experience, enhanced safety and public health conditions, accommodation of the operating requirements of the Parties, and the optimization of costs, schedule, service, and revenue impacts.
- d. Any design element that has an impact on the train shed or sub-tunnels must be approved by Amtrak.
- e. The Parties acknowledge that they have each had the opportunity to comment upon the contents of the Architectural and Engineering Design Services for Penn Station Reconstruction Project RFP and have participated in the selection of the Consultant as noted in Section 1.
- f. The Parties acknowledge and agree that the Base Scope, and Options if executed, will require the Consultant to deliver systems that achieve current or improved levels of reliability, are fully compatible with the Parties existing systems, are in compliance with the Parties’ and federal regulatory requirements, and do not burden the Parties with special maintenance or operating costs or obligations. The Parties’ review of the design plans and proposals for the Project shall confirm that such plans and proposals do not burden the Parties with any such special costs or obligations.

9. Plans, Drawings and Specifications

- a. The Consultant shall prepare Base Scope plans, drawings, and specifications for the Project (“Design Documents”) as outlined in **Exhibit A**. All such Design Documents shall be shared with the Parties upon receipt from the Consultant for their review and approval. Each of the Parties will dedicate sufficient qualified engineering and architectural staff to work on the Project (“Project Engineers”). The Consultant will give the Parties two (2) weeks’ notice prior to submission of any design packages. To meet the Project schedule needs, the Parties agree to review and comment on Design Documents within thirty (30) calendar days after such Documents are presented for the Parties’ review, with the goal of 14 calendar days. If for any reason any of the Parties are unable to complete the review within the durations identified in this section, they shall promptly notify the other Parties and they shall work together to resolve any issues as quickly as possible and establish a reasonable time to complete the review.
- b. The Parties agree to meet and collaborate on the review of each milestone deliverable specified in **Exhibit A**. MTA agrees to have the Consultant respond to all comments submitted by the Parties and either incorporate them or explain why they have not done so. The PCEO and PMs shall meet with the Consultant and, when on board, the PMC, along with any staff the agencies wish to include, to discuss the rationale for not incorporating particular comments. If the PCEO and PMs are unable to reach agreement on incorporating particular comments, the Party submitting the unincorporated comment(s) may escalate the issue to the Steering Committee for resolution.

- c. No review, correction or approval of Design Documents by the Parties shall relieve the Consultant or any of their sub-consultants from the entire responsibility for errors and/or omissions in such Design Documents or for the adequacy thereof. The Parties assume no responsibility for and makes no representations or warranties, express or implied, as to the design, condition, workmanship and/or adequacy of the Design Documents and/or the Project.
- d. If deemed appropriate by any of the Parties, the Parties may, prior to providing final comments, notify USDOT of their review of the Base Scope plans.

10. Integrated Station Operation (Non-Railroad Operations)

- a. In alignment with the goal of the Penn Station Master Plan, the Parties agree that Base Scope will assume a unified station concept.
- b. The Parties will work towards the creation of a unified ticketing system for Amtrak, NJ TRANSIT, LIRR and MNR, including necessary facility design and equipment changes as part of the Base Scope.
- c. A joint non-railroad operations working group comprising senior management staff, with experience in multi-agency governance of operation of comparable passenger facilities, from the Parties will take the lead in the development of one (1) or more governance model(s) and concept(s) of operations for Penn Station, including if and how they may be extended to Moynihan Train Hall, and to the Penn Expansion in the future as part of the Base Scope phase.
- d. The Parties agree that joint operations working group discussions will cover the extent of unified management of Penn Station, potential integration with the management of Moynihan Trail Hall and Penn Expansion, potential use of a private party to take over a set of management tasks to be determined by the Parties, including curation of retail, cleaning, building routine, preventive and emergency maintenance, control and coordination of deliveries, and any other tasks the Consultant may recommend or the Parties may direct.
- e. It is the understanding that each of the Parties will work to identify separate agreements necessary to advance this goal.

11. Performance of Services by Amtrak

- a. Amtrak shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the New York area resource planning effort ("Regional Outage Plan"). Amtrak will use best efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.
- b. Amtrak's Services may be performed (a) with its own forces on a force-account basis; (b) by third-party contract awarded by Amtrak; (c) with a third-party contract awarded by MTA or NJ TRANSIT from a list of Amtrak qualified contractors or otherwise approved by Amtrak; or (iv) by a combination thereof.

12. Performance of Services by MTA

- a. MTA shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the Regional Outage Plan. MTA will use best

efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.

- b. MTA's services may be performed: (a) with its own forces on a force-account basis; (b) by third-party contract awarded by MTA; (c) with a third-party contract awarded by Amtrak or NJ TRANSIT from a list of MTA qualified contractors or otherwise approved by MTA; or (d) by a combination thereof.

13. Performance of Services by NJ TRANSIT

- a. NJ TRANSIT shall use best efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the staff as incorporated into the Regional Outage Plan. NJ TRANSIT will use best efforts to provide appropriate levels of support and resources, as applicable, to enable the Consultant to complete the Base Scope work for the Project including services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as well as appropriate subject matter experts to weigh in on design issues, as may be necessary.
- b. NJ TRANSIT's Services may be performed (a) with its own forces on a force-account basis; (b) by third-party contract awarded by NJ TRANSIT; (c) with a third-party contract awarded by Amtrak or MTA from a list of NJ TRANSIT qualified contractors or otherwise approved by NJ TRANSIT; or (d) by a combination thereof.

14. Permit to Enter

- a. If entry on, over, under or adjacent to Amtrak's right-of-way or other property is required for purposes of this Project by the Consultant or any other consultant or subconsultant that does not have direct contract privity with the Consultant, MTA agrees that the Consultant or such consultant or subconsultant seeking entry must notify Amtrak at least thirty (30) business days in advance and must execute the then-current version of Amtrak's "Temporary Permit to Enter Upon Property" form prior to any such entry. A copy of the current version of such form is attached hereto and incorporated herein as **Exhibit B**. MTA shall ensure that the Consultant and any such consultant or subconsultant execute such form.
- b. If entry on, over, under or adjacent to NJ TRANSIT's right-of-way or other property is required for purposes of this Project by the Consultant or any other consultant or subconsultant that does not have direct contract privity with the Consultant, MTA agrees that the Consultant or such consultant or subconsultant seeking entry must notify NJ TRANSIT at least thirty (30) business days in advance and must execute the then-current version of NJ TRANSIT'S "Temporary Permit to Enter Upon Property" form prior to any such entry. A copy of the current version of such form is attached hereto and incorporated herein as **Exhibit B-1**. MTA shall ensure that the Consultant and any such consultant or subconsultant execute such form.

15. Safety and Security Requirements

- a. The Parties shall require that when any work is being done on, over, under or adjacent to Amtrak's right-of-way by anyone other than Amtrak forces, all operations affecting Amtrak property, facilities or the safe and uninterrupted operation of its trains shall be carried out in accordance with the then-current version of Amtrak's "Specifications Regarding Safety and Protection of Railroad Traffic and Property," the current version of which attached to the Temporary Permit to Enter Upon Property (**Exhibit B** to this Agreement) as **Attachment A**.
- b. The Parties shall not divulge any Sensitive Security Information ("SSI") without advance written consent by the Party that owns the SSI and, if required, requiring the receiving Party to sign a Non-Disclosure Agreement ("NDA"). The Consultant shall establish a method of controlling access to documents containing SSI as part of their base scope deliverables.

16. Change Orders

- a. The Parties acknowledge and agree that MTA shall be entitled to unilaterally enter into any change order to the Consultant Contract to support the Project in an amount less than \$1,000,000 on a rolling 12-month basis, up to \$3,000,000 for the lifetime of this agreement for the Base Scope, provided the same does not materially modify the Base Scope.
- b. The Parties acknowledge and agree that for any change order to the Consultant Contract that either (i) is an amount equal to or greater than \$1,000,000 on an annual basis, or (ii) proposes to materially modify the Base Scope (but excluding the exercise of Options which shall be subject to a separate Agreement as outlined in **Exhibit C**), following introduction by any Party, requires unanimous approval of the Steering Committee (or, as applicable, of the Principals Committee or Party executives pursuant to Section 24 hereof). Such change order may include the preparation of alternative design concepts prompted or required by applicable environmental review of the Project.
- c. MTA shall provide Amtrak and NJ TRANSIT with prompt written notice of any change order requests made by the Consultant. Amtrak and NJ TRANSIT shall have fourteen (14) calendar days to challenge or otherwise voice an objection to the change order. If MTA does not receive a written response from Amtrak or NJ TRANSIT within the allotted fourteen (14) calendar day timeframe, approval shall have been deemed given.
- d. Any dispute concerning a proposed change order shall be submitted to the Steering Committee for resolution. If no resolution is achieved by the Principal Committee, any Party may invoke the provisions of Section 24 of this Agreement.

17. Indemnification

- a. MTA shall ensure that Amtrak and NJ TRANSIT are named as additional insureds in the Consultant Contract and that the Consultant Contract shall require the Consultant to indemnify Amtrak and NJ TRANSIT under a joint and several liability indemnity provision applicable to the Consultant to the same extent the Consultant indemnifies MTA.

18. Insurance

- a. MTA's Contractors' Insurance. MTA shall ensure that the Consultant, or any other consultant or subconsultant that does not have direct contract privity with the Consultant but requires entry on, over, under or adjacent to Amtrak's right-of-way or other property for purposes of the Project, provide and maintain in effect during the course of the design

phase of the Project, at no cost to Amtrak, insurance as specified in Schedule I of the Consultant Contract.

- b. Amtrak's Insurance. If Amtrak performs any force account work hereunder, Amtrak shall maintain in effect, during the period of performance under this Agreement, force account insurance issued to Amtrak and covering liabilities for bodily injury, including death and property damage, imposed upon Amtrak with respect to the Services to be performed pursuant to this Agreement. The limits of liability shall not be less than Ten Million Dollars (\$10,000,000) per occurrence. The cost of this force account insurance is reflected in **Exhibit A** hereof. Amtrak reserves the right to self-insure for this coverage.

19. Party Operations

- a. The Parties will endeavor to require their respective contractor(s) to cooperate and coordinate their respective schedules in an effort to not delay the Project. MTA and NJ TRANSIT acknowledge that Amtrak has workforce and other resource constraints and other work commitments and demands, that only limited track outages are available, and that these outages must be shared and/or rationed among all potential projects (including other Amtrak, state, municipality, commuter, and third-party projects) occurring in the states of New York, New Jersey, or Connecticut. These restrictions may prevent Amtrak from performing Services according to the Project's schedule and may prevent the Consultant, subconsultants, and/or, when on board, the PMC from gaining access to Amtrak's property according to such schedule.
- b. The design activities, design solutions, the implementation construction methods, and phasing and construction developed during the Base Scope shall take into consideration impacts to Amtrak and NJ TRANSIT's operations and the maintenance and usage of track during design and construction. All activities related to the Project with the potential to disrupt Amtrak and NJ TRANSIT's train operations shall be subject to Amtrak and NJ TRANSIT's review and approval before commencement of any such activity.

20. Permits, Licenses, Approvals; Compliance with Standards and Laws

- a. MTA or the Consultant, on behalf of the Parties, shall secure and pay for all permits, fees, licenses, easements, approvals, or inspections which may be required in connection with the Base Scope. Any Costs associated for services paid by MTA shall be credited to MTA in connection with the Parties' payment of future Costs.
- b. The Parties and their consultants shall perform all work hereunder in accordance with all applicable federal, state and local laws, regulations and requirements, and all applicable Party codes, standards, specifications, guidelines, and procedures. The Parties will meet and collaboratively review whether any changes in standards that occur during Base Scope or Final Design require alterations to the construction of the Project. A complete list of codes, standards, specifications, guidelines, and procedures shall be included in the deliverables for the Base Scope and in the Bridging Documents or Contract Documents under any of the Options.
- c. The Parties and their consultants shall assess all work elements to ascertain which codes, standards, procedures, and guidelines apply and agree on the Authority Having Jurisdiction ("AHJ") for the issuance of approvals and permits during the construction phase and prepare the Base Scope accordingly.

21. Environmental Matters

- a. The Consultant and their subconsultants shall not disturb the soil or perform any environmental and/or geotechnical testing in connection with the Project ("Testing") on the Parties' right-of-way or other Party property for any reason without (a) notifying the appropriate Party or Parties of its desire to do so; (b) discussing the nature and extent of the proposed Testing with the appropriate Party or Parties' Environmental Department(s); and (c) obtaining the express permission of the appropriate Party or Parties to conduct the Testing. The Parties shall have the right, but not the obligation, to be present at any and all such Testing and to take split samples.
- b. Any consultant engaged by the Parties to perform Testing shall execute Amtrak's Temporary Permit to Enter Upon Property before performing any such work.
- c. The Party responsible for the testing shall provide the other Parties with a copy of the test results; and the Parties shall not disclose any such test results with any other person or any other governmental entity without first consulting with the Parties and securing the other Parties' consent to such disclosure unless otherwise required by applicable law or an order of a court of competent jurisdiction.
- d. The Consultant and their subconsultants shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders concerning the environment and/or waste generation and disposal. At all times, they shall employ Best Management Practices ("BMPs") in connection with the performance of their work.
- e. If the soil disturbance or the environmental or geotechnical tests performed in connection with the Project indicate contamination of Amtrak property at levels requiring reporting, further investigation, testing, monitoring and/or remediation ("Environmental Activities"), the Consultant and their subconsultants shall promptly inform Amtrak of such event. The costs for all such Environmental Activities shall be shared equally by the Parties, regardless of the extent thereof, and regardless of whether any action the design Consultant and their subconsultants caused or contributed to the contamination or condition.
- f. In the event the Consultant and their subconsultants create any waste, contamination, or conditions on Amtrak property, they shall promptly inform Amtrak of such incident. Further, they shall dispose of such waste, contamination and/or conditions, including hazardous wastes. The cost of disposal shall be shared equally by the Parties, all without limit and without regard to the negligence or fault of any third party.
- g. The foregoing environmental obligations shall survive expiration or termination of this Agreement.

22. Performance of Option Activities

- a. The Parties will, subject to their unanimous agreement, enter into a design Option phase agreement setting forth their roles and responsibilities during any design Option phase. No Party nor their contractors shall perform any design Option activities related to the Project until: (a) a procurement and delivery strategy has been agreed to by the Parties, (b) a design Option phase agreement has been fully executed, (c) all required insurance certificates have been provided, and (d) the Parties have given their written authorization to proceed with the required design Options. Notwithstanding the foregoing, the Parties shall commence discussions regarding the procurement and progressive delivery strategy (CMAR / CMGC, or PDB) for the final design and construction phases of the Project and negotiation of an agreement after execution of this Agreement.

23. Performance of Construction Activities

- a. The Parties will, subject to their unanimous agreement, enter into a final design and construction phase agreement setting forth their roles and responsibilities during the Option phase of the Project. No Party nor their contractors shall perform any construction activities related to the Project affecting Amtrak's, NJ TRANSIT's, or MTA's operations or its property until: (a) a final design and construction phase agreement has been fully executed, (b) the Parties have each approved the final design Documents, (c) each of the Parties' forces are available to support the particular construction activities that are to be commenced relating to the Project, (d) a Temporary Permit to Enter Upon Property has been executed, (e) all required insurance certificates have been provided, (f) all real estate agreements (including, but not limited to, any licenses, permanent or temporary easements) required by the Parties have been fully executed, and (g) the Parties have given their written authorization to proceed with construction.

24. Dispute Resolution

- a. In the event of a dispute, claim or controversy ("Dispute") arising out of, regarding or related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall engage in good faith negotiations in an attempt to resolve the Dispute, first by a meeting of the Steering Committee and, if unsuccessful, then by a confidential settlement discussion between the Principals Committee and, if unsuccessful, followed by a discussion between the Chief Executive Officer of Amtrak, the Chair and Chief Executive Officer of MTA and the President and Chief Executive Officer of NJ TRANSIT. Each such settlement discussion is to be conducted within seven (7) calendar days after a written request for discussion by any Party, unless such time period is extended by agreement of the Parties, and any discussions occurring after the Joint Board review process has been concluded and a written request for discussions has been made by one of the Parties shall be considered confidential settlement discussions and shall be inadmissible in any future judicial or arbitral proceedings under CPLR §4547 and/or Federal Rule of Evidence 408. If the Parties fail to resolve the Dispute in accordance with this subsection (a), then the Parties may pursue any and all remedies available at law or in equity.
- b. This Agreement shall be governed by and construed under the laws of the State of New York. Each Party agrees that all legal proceedings in connection with any dispute arising under or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York. All Parties hereby accept the jurisdiction of the United States District Court for the Southern District of New York.

25. Termination for Material Breach

- a. In the event of a material breach of this Agreement by any Party, the other Parties shall have the right, in addition to all other rights set forth in this Agreement, to terminate the Agreement subject to the requirements set forth in this Section 25. Prior to exercising such right to terminate, the Party claiming such breach will notify the other Parties of the nature of such breach. The other Party or Parties will have thirty (30) calendar days within which to cure or to commence the cure of such alleged breach. The Parties agree that a breach for failure to make timely payment of the undisputed portion of any statement or invoice may be cured only by the breaching party submitting payment for such undisputed portion within thirty (30) calendar days. If the other Party or Parties undertakes the cures of the alleged breach the Party claiming such breach will not have the right to terminate this Agreement. If the breaching Party or Parties fails to cure or

initiate a cure consistent with this Section 25, the Party claiming the breach may terminate the agreement upon fifteen (15) calendar days written notice. However, if the initiation of a cure continues beyond forty-five (45) calendar days from initial notification, the non-breaching Party may terminate the Agreement immediately. Any "late" cure (i.e., any cure that is effectuated after the thirty (30) calendar day cure period) can be accepted by the non-breaching Party or Parties at their sole discretion. Any acceptance of a late cure does not imply any waiver of rights with respect to any future breaches.

26. Independent Entities

- a. The Parties are each independent entities, and nothing in this Agreement shall be interpreted to constitute a partnership, joint venture or any other legal relationship which might be deemed to authorize either party to contract for, or legally bind, the others in connection with this Agreement or in any other respect.
- b. It is expressly understood that each Party is solely and exclusively responsible for the management and operation of its own transportation system and real estate assets and nothing in this Agreement is intended to, or does, provide otherwise. For the avoidance of doubt, this Agreement does not obligate any Party to amend or modify any existing agreement that may be impacted by the terms of this Agreement. Any such amendments or modifications that may be necessitated by this Agreement shall require a separate agreement signed by all necessary parties.

27. Notices

- a. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made, given, or furnished to the other Parties shall be in writing and shall be delivered by hand or by certified mail, return receipt requested or by overnight delivery service, in an envelope addressed as follows:

- i. If to Amtrak:

National Railroad Passenger Corporation
360 W 31st Street
New York, NY, 10001
Attn: Sr. Director, Station Delivery

With a copy to:

General Counsel
National Railroad Passenger Corporation
1 Massachusetts Avenue, NW
Washington, DC 20001

- ii. If to MTA:

MTA Construction and Development Company
2 Broadway, 8th Floor
New York, NY 10004
Attn: Project CEO, Penn Station Reconstruction Project

With a copy to:

General Counsel
MTA Construction and Development Company
2 Broadway, 8th Floor
New York, NY 10004

and to:

General Counsel
Metropolitan Transportation Authority
2 Broadway, 20th Floor
New York, NY 10004

- iii. If to NJ TRANSIT:
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

With a copy to:

General Counsel
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

28. Abutting Stakeholder Coordination and Land Acquisition

- a. The Parties acknowledge that gaining and maintaining support from Madison Square Garden, Vornado and the City of New York (the "Abutting Stakeholders") may be critical to advancing preliminary design of the Project. Each of the Abutting Stakeholders owns or has regulatory jurisdiction over property nearby or adjacent to the Project. To best advance the Project, the Parties shall develop a strategy for the coordination of the Project with the Abutting Stakeholders. MTA shall facilitate and participate in all discussions and negotiations with the Abutting Stakeholders, provided that (i) Amtrak and NJ TRANSIT shall be included in such discussions or negotiations, (ii) MTA shall share and discuss with Amtrak and NJ TRANSIT in advance the objectives and agendas of such discussions or negotiations, and (iii) each Party shall designate a single lead negotiator and minimize additional staff participation in direct negotiations.
- b. In anticipation of federal participation in the Project, the Parties shall develop a land acquisition strategy in compliance with federal procedures and leveraging the respective strengths or advantages each Party has in order to optimize the speed, costs and risks of land acquisitions.

29. Miscellaneous


- a. This Agreement sets forth all the agreements, promises, conditions and understandings between the Parties with respect to the Base Scope of the Project. No subsequent alteration, amendment, change or addition shall be binding upon any of the Parties unless reduced to writing and signed by all Parties. No provision of this Agreement shall be construed as being for the benefit of any third person unless specifically provided otherwise, and the Parties shall insert in their agreements with its consultants for the construction of the Project, a provision to that effect.

- b. No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.
- c. This Agreement shall not require any of the Parties to contravene the provisions of its labor agreements. In the event of a conflict or inconsistency between this Agreement and such labor agreements, the labor agreements shall control as to such provisions. Any delay in the progress of the Project relating to such conflict or inconsistency shall not create any liability for or additional cost to the respective Party. The Parties will provide the other Parties with advance notice of any work it intends to perform or contract out to third parties to allow for efficient, safe, and cost-effective implementation of the Project. The Parties will timely provide advance notifications to the Parties' unions, if required by its union agreements, in order to proceed with the Project.
- d. The Parties acknowledge that funding and payments are subject to Federal and state appropriations laws and requirements.
- e. If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision hereof.
- f. This Agreement shall inure to and be binding upon the Parties hereto, their respective successors and assigns.
- g. The recitals set forth in the Whereas Clauses are incorporated as if fully set forth in this Agreement.
- h. The Parties specifically agree that the language used in this Agreement shall not be a precedent for the commitments and responsibilities of the Parties in any subsequent agreement related to this Project.

[Signatures follow on next page.]

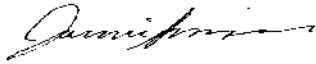
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, in duplicate, by their proper officials thereunto duly authorized the day and year first above written.

WITNESS: **NATIONAL RAILROAD PASSENGER CORPORATION**



Print Name: Laura Mason
Position: Executive Vice President, Capital Delivery

WITNESS: **METROPOLITAN TRANSPORTATION AUTHORITY**



Print Name: Jamie Torres-Springer
Position: President

WITNESS: **NEW JERSEY TRANSIT CORPORATION**

Print Name:
Position:

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, in duplicate, by their proper officials thereunto duly authorized the day and year first above written.

WITNESS: **NATIONAL RAILROAD PASSENGER CORPORATION**

Print Name:
Position:

WITNESS: **METROPOLITAN TRANSPORTATION AUTHORITY**

Print Name:
Position:

WITNESS: **NEW JERSEY TRANSIT CORPORATION**



Print Name:
Position:

Exhibit A

Technical Scope of Work

[Attached.]

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1 General

1.1 General Provisions

The Metropolitan Transportation Authority ("MTA"), acting by and through MTA Construction & Development ("MTA C&D"), seeks through this Request for Proposals ("RFP") to engage a consultant (the "Consultant") for the Penn Station Reconstruction Project (the "Project") to provide architectural and engineering ("A/E") design services for the Project to advance the design of the preferred alternative identified in the recently completed Penn Station Master Plan ("PSMP") study. Although this Contract will be held and managed by MTA C&D, Amtrak as the owner of Penn Station and NJ TRANSIT the other major tenant operator (collectively the "Partners") are equal partners in the Project. The Partners will all participate equally in the review of the work. Direction from MTA C&D, including the execution of any Options, will reflect the consensus of the Partners.

This Technical Scope of Services includes a Base Scope (the "Base Scope of Services") and six (6) Options (the "Option Scope of Services") that MTA C&D may exercise in its discretion as set forth in Article 4 of the General Contract Provisions.

The Partners have not yet decided on the procurement and delivery strategy most appropriate for the Project. Therefore, the Base Scope of Services is only for Preliminary Design, which can be progressed without regard to the procurement and delivery method ultimately chosen. As the Preliminary Design may support a Design-Build, Public-Private Partnership ("P3") or other alternative procurement and delivery process, it must be sufficient as a basis for developing clear and comprehensive design-build bridging documents under Options 1 or 2 and also must be suitable as the basis for advancing up to Final Design and Contract Documents under Option 3.1.

Options 4 and 5 comprise design development services for subway improvements and underground connections associated with the Project respectively.

It is the intent of this Contract that the Consultant will provide all services necessary to deliver the Preliminary Design as described in the Base Scope of Services and, if exercised, the Bridging Documents or Final Design as described in the Option Scope of Services for the Project, in the required time frames. Extensive guidance in the form of this Technical Scope of Services is provided to assist proposers in understanding what is expected of them, but this Technical Scope of Services should not be construed as an enumerated list of tasks and deliverables. Proposers must ultimately use their experience and expertise to appreciate all that will be necessary to meet the intent of this Contract without additional compensation unless MTA C&D issues one or more Contract Change Orders that represent significant or material changes in this Technical Scope of Services that could not reasonably be anticipated by a proposer with the requisite experience and expertise to deliver this Technical Scope of Services.

1.2 Project Definition

The key objectives for the Project include:

- Relieve overcrowding and improve passenger flow and orientation;
- Improve platform and station egress and accessibility;
- Optimize station functionality and operation;
- Relieve the cramped, disjointed circulation areas on the lower level;
- Create a clear street presence that integrates with the surrounding context;

- Introduce daylighting;
- Optimize retail and other revenue generation to support the station;
- Integrate Penn Station with the Penn Expansion (as defined in Section 1.6); and
- Create a superior passenger experience.

The reports and studies below are incorporated into this RFP by reference and will be provided to proposers with the RFP:

- PSMP Alternatives Report;
- PSMP Existing Conditions Report;
- PSMP Coordination Report;
- PSMP Passenger Egress Report;
- PSMP Program Report;
- PSMP Memo – LEGION Analyses;
- PSMP Memo - Substation Relocation;
- PSMP Retail Report; and
- Penn Station Retail Redevelopment Assessment.

The preferred alternative for the Project assumes that Madison Square Garden and the 2 Penn Plaza office building above Penn Station will remain in place.

The Partners have selected Alternative 4 in the PSMP Alternatives Report as the basis of the Preliminary Design. The PSMP Alternatives Report and the other supporting reports and memos define the essential characteristics of Alternative 4. In summary, those essential characteristics include:

- All boarding and alighting of trains, and all public-facing services, will be situated on the lower level of the station, with a greatly expanded and rationalized grid of public concourses;
- Portions of the upper level of the station above the lower-level public concourses will be removed to provide two-story or higher ceilings in the public concourses;
- The upper level will house only non-public station operations and back-of-house ("BOH") functions, except for public entry mezzanines with public amenities at the 7th Avenue and 8th Avenue ends of the station;
- There will be a major train hall, atrium and skylight on the east side of the station, situated roughly below and through the former taxiway between Madison Square Garden and the 2 Penn Plaza office building (now re-branded as Penn 2);
- The BOH spaces for the Partner railroads will be rationalized, co-located and consolidated to improve the efficiency of the building program to the greatest extent possible consistent with the operating needs of the Partners; and
- Retail amenities will be optimized to provide the best service to customers and enhance revenue to support the operation of the station.

1.3 Base Scope of Services Summary

The Base Scope of Services comprises Preliminary Design for the Project, nominally to a 30% level of completion. Some elements of the Project will need to be developed to a greater degree of completeness, particularly key architectural elements, while other elements of the Project can be developed to a lesser degree or presented solely as specifications or performance requirements.

The Base Scope of Services includes the following three (3) tasks, described in further detail in the sections below:

- Task 1: Pre-Design Services;
- Task 2: Preliminary Design; and
- Task 3: Supporting Stakeholder Outreach.

1.4 Option Scope of Services Summary

The Option Scope of Services comprises further design and other services to support the method of procurement and delivery once it is selected by the Partners; and design development of other related transportation improvements.

The Option Scope of Services includes the following six (6) Options, described in further detail in the sections below:

- Option 1: Bridging Documents and Procurement Support - Single Design-Build or P3 Contract;
- Option 2: Bridging Documents and Procurement Support – Multiple Design-Build Contracts;
- Option 3.1: Final Design and Contract Documents – Alternative Delivery Method;
- Option 3.2: Construction Support – Alternative Delivery Method
- Option 4: Design Development for Subway Improvements; and
- Option 5: Design Development for Underground Connections.

1.5 Deliverables and Schedule Overview – Base Scope of Services

The primary deliverables for the Base Scope of Services are:

- Preliminary Design drawings;
- Preliminary renderings;
- Preliminary 3D structural model and Building Information Management (“BIM”) model; and
- Preliminary technical specifications (CSI technical divisions 2 through 50).

Other specific deliverables are enumerated in the following sections.

The key Preliminary Design submittal milestones are summarized in Table 1-1 below. The Preliminary Design phase of this Contract must be completed within 12 months after written Notice to Proceed (“NTP”).

Table 1-1: Base Scope of Services - Key Project Milestones

Submittal	Due
Project Management Plan	NTP+1 Month
Existing Conditions and Investigation Report	NTP+4 Months
Midpoint Submittal	NTP+6 Months
Draft Final Submittal	NTP+10½ Months
Final Submittal	NTP+12 Months

1.6 Project Overview and Background

Penn Station, owned by Amtrak and used as well by Long Island Rail Road (“LIRR”) and NJT, with connections to six New York City Transit (“NYCT”) subway lines, is the busiest transit hub in North America. Reduced to a basement and two (2) sub-basements below the Madison Square Garden

entertainment complex and the 2 Penn Plaza office building after the demolition of the original station headhouse in the 1960s, Penn Station currently provides a substandard environment for the roughly 600,000 people who pass through it each day pre-Covid and for the station and railroad workforces who maintain and operate it.

Reconstruction of existing Penn Station is an important goal of both New York State's and Amtrak's wide-ranging infrastructure programs. As the State's economy recovers from the COVID-19 pandemic and our region's population and workforce continue to grow, so too have the pressures on our transportation system, particularly on the commuter and intercity rail services running to and through Penn Station. New York City needs a new, state-of-the-art passenger rail hub that will connect and complement ongoing and future infrastructure investments and offer a fitting rail gateway to a unique economic and cultural capital.

The Project is intended to transform Penn Station to improve customer experience, increase passenger handling capacity, address substandard conditions, and restore the status of Penn Station to a world-class transportation facility.

Moynihan Train Hall, including the West End Concourse at the 8th Avenue end of the Farley Building, is now Amtrak's primary passenger ticketing, waiting and boarding facility, complemented by extensive retail development and passenger amenities. In addition, LIRR has additional ticketing facilities there and LIRR passengers are able to access some, though not all, LIRR trains from Moynihan.

Other key projects that affect the Project include:

- LIRR's 33rd Street Concourse in Penn Station is currently under construction. The new East End Gateway entrance to LIRR at 33rd Street and 7th Avenue is now in service;
- NJT has reached 30% design for a project to extend the Central Concourse on the lower level of Penn Station to serve Platforms 1 through 6, with new connections to the upper level and a new direct entrance pavilion on 31st Street between 7th and 8th Avenues;
- Amtrak and Vornado Realty Trust ("VNO") are working jointly to improve the entrance to Penn Station at 32nd Street and 7th Avenue, such improvements to include a new entrance canopy, a third escalator and an elevator;
- Amtrak will be re-purposing the space on the west side of the upper level of Penn Station that formerly housed its ticketing and Acela Lounge before these functions were moved to Moynihan Train Hall;
- Penn Station Access ("PSA"), a project to provide direct Metro-North Railroad ("MNR") access to Penn Station via the Hell Gate Line, serving four (4) new stations in the East Bronx, is in construction. Studies are underway to evaluate bringing additional MNR service directly down the Hudson Line into Penn Station;
- East Side Access ("ESA"), a project that will link LIRR customers to a new eight-track terminal beneath existing Grand Central Terminal, is in construction and projected to begin operations by the end of 2022. ESA will open track slots in Penn Station to be made available for MNR service made possible by the PSA project;
- The LIRR Mainline Expansion Project ("Third Track") will open for service in 2022. Together with ESA, the completed LIRR Double Track project and other improvements, the Third Track project will permit a 45% increase in LIRR peak service into New York City, while also allowing significant growth in reverse-peak-direction service to Long Island;
- New York, New Jersey and Amtrak have completed federal environmental review for the Hudson River Tunnel ("HRT") project to build two (2) new single-track tunnels under the

Hudson River and rehabilitate the two (2) existing tunnels, known as the North River Tunnels. They are beginning Preliminary Design for HRT and for an expansion of Penn Station (the "Penn Expansion"). Together, the HRT project and the Penn Expansion constitute a significant portion of Amtrak's Gateway Program. The Partners currently favor a Penn Expansion alternative immediately to the south of existing Penn Station, subject to a feasibility study and federal environmental review.

1.7 Project Limits

This Technical Scope of Services includes the following locations in, around, surrounding or associated with Penn Station (the "Project Limits"):

- The entirety of Penn Station from 7th Avenue to 8th Avenue and from W. 31st Street to W. 33rd Street, owned by Amtrak, at street level and below street level, including areas leased by LIRR and NJT;
- The train shed below Penn Station and the Farley Building and service tunnels below the track level;
- The train yards to the west of the Farley Building, including the 38th Street Yard;
- The Penn Station service building across 31st Street from Penn Station, owned by Amtrak (the "Service Building");
- All abutting sidewalks and streets, regardless of owner, extending to the building line on the opposite side of each street;
- All entrances to Penn Station;
- Areas that are potential connections to adjacent transportation spaces including:
 - Moynihan Train Hall (for coordination and integration);
 - West End Concourse;
 - Property contemplated for Penn Expansion;
 - NYCT A/C/E and 1/2/3 stations and connections to B/D/Q/N/R/W 34th Street stations and PATH 33rd Street station;
- Possible uses on adjacent privately-owned property, including:
 - Space within the footprint of 1 Penn Plaza, the adjacent buildings and plazas sometimes known as 1 Penn East and 1 Penn West, and 2 Penn Plaza, all owned by VNO;
 - The former taxiway between Madison Square Garden and 2 Penn Plaza, owned by MSG Sports and Entertainment, LLC ("MSG"), in which both Amtrak and VNO have easement rights; and
 - Space above Penn Station at and above street level owned by MSG, including the Privately Owned Public Spaces ("POPS") at the corners of 8th Avenue and 33rd and 31st Streets.

1.8 Integration of Penn Reconstruction and Penn Expansion

The preliminary design of the Penn Expansion will be done by others and is not part of this Project. This Technical Scope of Services does include all efforts necessary to ensure effective coordination between the Preliminary Design of the Project and the preliminary design of Penn Expansion.

1.9 NEPA / Section 106 / Section 4(f)

NEPA / Section 106 / Section 4(f) consulting, analysis and documentation are not part of the Project. They are the responsibility of the NEPA consultant team led by AKRF, Inc. (the "NEPA Consultant"), contracted to MTA C&D on behalf of the Partners. The NEPA / Section 106/ Section 4(f) services will take place concurrently with the work described in this Technical Scope of Services. The NEPA classification for this Project is anticipated to be either a Categorical Exclusion or an Environmental Assessment. Support the NEPA process by responding to technical questions and by providing technical data, analysis, drawings, illustrations and other graphics, tables or information to the NEPA Consultant as directed by MTA C&D.

1.10 Service Building

The replacement/relocation of the Service Building is part of the Penn Expansion and is not part of this Technical Scope of Services. However, heating, ventilating and air conditioning ("HVAC") equipment, electrical service, track switch pneumatics and other infrastructure in the Service Building supply Penn Station and must be kept operational throughout construction of the Project. Any interim mechanical, electrical and plumbing ("MEP") infrastructure needed for the Project will likely be located in the existing Service Building. Field verify these utilities to ensure there are no impacts to the functionality of these services over the course of the construction period of the Project. Work necessary to ensure the continued functioning of the services housed in the Service Building over the course of construction of the Project and to allow for coordinated replacement of the Service Building in the overbuild above the Penn Expansion, if it is located immediately south of Penn Station, is part of this Technical Scope of Services.

1.11 Scope of Retail

Retail shell space will be delivered as "white box" space. Design and construction of retail fit-up will be done by others.

1.12 Public Art

Solicitation and selection of artists will be the responsibility of the public art managers at MTA Arts & Design, NJT Transit Arts, and the Amtrak Transit Arts Committee. Coordinate with these art managers to facilitate the inclusion of public art in the Project.

1.13 Summary of General Design Requirements

Perform all work in accordance with the design parameters defined in this RFP as well as all applicable standards and reference documents. Throughout the term of this Contract, coordinate the work of the Consultant's own multi-disciplinary design team with the Partners, stakeholders and their contractors and consultants as identified by MTA C&D and organize and participate in reviews with the staffs of all Project consultants and affected agencies to ensure operational compatibility and sustainable designs. This includes coordination with consultants that the Partners have engaged as Project Management Consultants or to perform technical feasibility studies, preliminary design of the Penn Expansion and NEPA environmental review of the Project and the Penn Expansion.

Ensure that all design documents are reviewed, coordinated, evaluated, and refined such that the Project objectives are achieved. This includes meeting railroad operational and maintenance requirements, as well as commitments established in the NEPA environmental review and accompanying preliminary operations, feasibility, and construction phasing studies. Ensure that the impacts of design changes are reflected through the totality of the design.

Plan all work with reference to and in conformity with all information available relating to existing facilities, utilities and structures within the Project Limits. Obtain any information not already available through the Consultant's inspection of the site, preparation of any additional survey and testing, review of PSMP reports and studies and examination of relevant public records and/or other available information. Verify all information provided by stakeholders.

Respond to questions promptly and, when so requested, perform studies, assemble and evaluate data, prepare fact sheets, reports and cost estimates, and determine the effects of changes, if any, made to the Project schedule and/or scope of work.

Provide a cost-effective design and emphasize a philosophy of cost-effectiveness throughout all levels of the Consultant's organization, including subconsultants.

2 Project Support Services

This Section comprises the services that are applicable to the Project generally, and that the Consultant will provide across all Tasks and all Options.

2.1 Electronic Management of Project Records

MTA's ASITE platform will be the electronic document control and storage and project management platform for the Project. It was also used for the PSMP reports and studies. MTA's Bentley ProjectWise Design Integration platform will be the electronic design and modeling file control and storage platform for the Project. Work with MTA's ASITE team to configure the platform to best support the specific needs of the Project, design and automate workflows, and enable it to interface with the MTA's ProjectWise platform. See Section 4.4 for further BIM requirements.

Develop and implement the document management system and a collaborative management system that can be used by the Consultant and the Partners for the duration of the Project, from Preliminary Design through asset management, in a way that facilitates portability. Observe MTA's data and security protocols and coordinate with any such protocols of Amtrak and NJT. The development of an asset management system is not part of this Technical Scope of Services.

Coordinate with the Project staffs at Amtrak and NJT and their respective IT Departments to ensure full access to the MTA ASITE and ProjectWise platforms. MTA C&D will assist as needed.

Establish protocols to effectively manage the creation, naming, revision tracking, and retrieval of project records, and train all staffs in these protocols. Specific protocols will be needed for drawings, specifications, meeting minutes, schedules, cost estimates, reports, memos, procedures, and review comments and responses. Tracking of stakeholder comments and responses will require particular attention.

Configure the ASITE platform to manage the flow and tracking of documents between the Consultant and the Partners, and to provide controlled and limited access to outside parties such as New York City agencies and stakeholders to facilitate the transfer of documents. Establish a method of controlling access to documents containing Sensitive Security Information ("SSI") and include details in the Project Management Plan.

2.2 Project Work Sessions/ Meetings

Given the complexity of the Project, there will need to be a robust schedule of both regular and ad hoc meetings of various types to allow for oversight and to share information widely among the Partners and Project participants in a timely manner. Identify a program of meetings to serve these purposes efficiently and without unduly tying up Consultant and Partner resources. This program of meetings will change as needed over the course of the Project. All meetings and Consultant staff support required for these purposes and as directed by MTA C&D are part of this Technical Scope of Services.

Schedule, organize and prepare agendas, information, presentations and other materials for all meetings as appropriate. Record and distribute meeting notes or minutes when appropriate, documenting all decisions and actions arising from each meeting. Track the status of all such decisions and actions and any follow-ups and report the status of each at subsequent meetings as appropriate.

Identify and organize workshops on topics or issues that require in-depth study and participation by the staffs of the Partners and/or presentations by subject matter experts.

Beyond general outreach efforts, it will be necessary to brief or have collaborative design sessions with a key subset of stakeholders on a regular or ad hoc basis. These may include:

- New York City Department of City Planning ("NYCDCP");
- New York City Department of Transportation ("NYCDOT");
- New York City Department of Environmental Protection ("NYCDEP");
- New York Police Department ("NYPD");
- Fire Department of New York ("FDNY");
- Con Ed;
- Local community boards and civic groups;
- VNO or any of its affiliates and any consultants or contractors they may employ;
- MSG or any of its affiliates and any consultants or contractors they may employ.

2.3 Project Management Plan

Submit a Project Management Plan ("PMP") within one (1) month after Notice to Proceed. Include:

- Consultant team organization, including:
 - An organization chart showing key personnel;
 - Responsibilities and roles of key personnel;
 - Sub-consultants' and subcontractors' roles and responsibilities;
 - DBE compliance and monitoring; and
 - Key personnel change notifications and procedures.
- A design schedule showing the logic of the Preliminary Design process, including:
 - Critical path for delivery of the Project;
 - Deliverable milestones;
 - Hold points for review and anticipated review durations;
 - Key design tasks, with durations and links to precedent and antecedent tasks;
 - Constructability reviews; and
 - Quality control and quality assurance reviews and anticipated durations.
- Quality Management Plan;
- Risk and Opportunities Management Plan for the work of this Contract;
- Document and Workflow Control Plans; and
- Dashboard(s) the Consultant proposes to use to monitor and manage Project progress.

2.4 Monthly Progress Report

Submit a monthly report with each monthly invoice. Include:

- Major activities undertaken and progress by Task;
- Activities and progress by disciplines not captured above;
- A Project schedule update;
- A commercial update, including progress on meeting participation goals and a copy of the Consultant's DBE Form E for the reporting month;
- Update to the Risk and Opportunities Management Plan, if any; and

- A narrative summary of progress, issues faced or anticipated and recommendations for MTA C&D or Partner actions to mitigate issues or facilitate progress of the work.

Indicate and explain any delays in the Project work against the Project schedule and the plan to mitigate any such delays and meet the Project schedule.

2.5 Engineering Reports

Prepare and issue purpose-specific engineering reports to record the basis for major design decisions, to obtain approvals of the Consultant's technical recommendations and designs, or to document revisions to PSMP reports (in which case, only the changed elements that supersede the PSMP report need be issued, in the form of a supplemental report).

2.6 Safety and Security

Submit a Safety and Security Plan for the work of this Contract, including all field inspections and surveys and project office safety and security protocols. A corporate Safety and Security Plan used by the Consultant or, if the Consultant is a joint venture, used by its individual members may be submitted to meet this requirement if it adequately addresses all issues relevant to this Project. Submit a Site-Specific Safety Work Plan ("SSSWP"), by activity, to Amtrak for review and approval prior to beginning any work activities in the station.

2.7 Federal, State, City, and Local Agencies and Utilities Coordination

Meet with the Partners and all relevant agencies and prepare presentations and documentation to secure approvals and permits from governmental/regulatory agencies, utility companies and other authorities having jurisdiction ("AHJ") over the work of this Contract. Perform the work of this Contract in conformance with their requirements.

2.8 Coordination with Railroad Operations

Give due consideration during the design phase to making certain that construction of the Project can be performed expeditiously, minimizing, to the extent possible, disruption of railroad operations and inconvenience to the public. Develop definitions and descriptions of all applicable types of track outages and other events required to perform all anticipated construction on railroad property. Develop a schedule of costs for each of the defined outage types and other events required to perform all anticipated construction on railroad property, along with a proposed baseline number of outages or other events assigned for the use of the prospective construction contractor.

Amtrak and LIRR force account work may be required to execute field inspections or surveys under this Contract and will be required for the work of the Project. Submit all required information, secure all required agreements and make all necessary arrangements and payments for the Partners' force account work under this Contract.

2.9 Real Estate

Identify property needed for the Project. Results of the property acquisition process may necessitate changes in the Preliminary Design, which design changes are deemed to be included in this scope. Coordinate with the Partners' real estate staffs, consultants and counsels to provide engineering support services as needed in acquiring the property, which may be acquired by either MTA or Amtrak. Prepare appraisals, title searches, surveys, property acquisition maps and metes and bounds descriptions by a licensed city surveyor as directed. Participate in meetings as directed in support of property and easement negotiations with property owners.

Conduct analyses of alternatives to evaluate trade-offs between design goals and the costs and difficulties of acquiring real estate and make recommendations.

Identify permanent and temporary property easements and construction licenses, including construction easements, to be acquired. For each property, determine the approximate date of use, duration of usage, size, location and purpose of its intended use. Prepare appraisals, title searches, surveys, maps and metes and bounds descriptions by a licensed city surveyor as directed.

Provide technical support for revisions to existing or proposed leases, construction licenses and maintenance agreements among the Partners or between the Partners and third parties. Support development of third-party agreements as needed.

Perform a title search on all properties affected by the Project and submit a title report.

3 Task 1: Pre-Design Services

3.1 Site Visit

Make a personal examination of the Project site. Note the existing conditions and, to the extent that existing conditions impact the design work, make recommendations on the approach to address those conditions. All site visits involving entering Amtrak property must conform to Amtrak's requirements, including Permission to Enter if required. All Consultant and sub-consultant personnel entering Amtrak property must carry a current contractor identification badge. All site visits involving entering MTA agency property must conform to MTA agency requirements. All site visits involving entering NJT property must conform to NJT agency requirements.

3.2 Review Available Information on Existing Conditions

Review all documentation herein and additional information developed by the PSMP study not included in this RFP that will be made available to the Consultant. Meet with each of the Partners to obtain any additional information they may possess that will be useful in Preliminary Design.

3.3 Surveying and Mapping

Conduct and document the following surveys:

- Topographic survey of adjacent streets, sidewalks, property lines, building lines, bicycle lanes, etc. Survey shall include spot finish floor and ceiling elevations inside the existing station;
- Utility and property surveys (See Real Estate Section); and
- Dimensional Survey of undocumented areas.

3.4 Geotechnical

3.4.1 Investigations and Testing

Perform a geotechnical investigation to supplement any available geotechnical subsurface information. The geotechnical investigation must be of sufficient detail to characterize subsurface conditions to the extent required for implementation of the Project and should include but not be limited to borings, test pits, soils and or rock laboratory analyses, and environmental samplings. Retain one (1) or more drilling firms licensed to perform work in New York State with experience in drilling within New York City and along active railroad and transit corridors. The drilling firms must obtain all required permits for their work. All drilling must be supervised, and logs prepared by experienced engineer(s)/geologist(s). To determine and monitor the water table during design and construction, place groundwater monitoring wells or piezometers in suitable locations as required for design. All geotechnical investigation work on Amtrak property will be subject to approval by Amtrak. In addition, arrange to do test pits at track level to confirm foundation geometry. Probe selected foundations.

Prepare a Geotechnical Investigation Plan in advance of the work for review and approval, including boring and test pit plan and the track outages that will be required and when.

Investigate all existing site drainage and possible sources of water leakage into the station. Be aware that there has long been a persistent problem with water intrusion into the station and train shed at and adjacent to 8th Avenue. This problem will require in-depth investigation to identify the source(s) of the water and design a permanent solution to the problem. Perform test pits or other destructive or non-destructive testing needed to support this effort.

3.4.2 Geotechnical Data Report

Document the results of the geotechnical investigation program in a Geotechnical Data Report. Prepare the report for the entire Project and include subsurface information and laboratory testing data gathered during the geotechnical investigation, as well as any available information provided by the Partners. The report must provide the data required to support design and construction of new or strengthened columns, electrical substations, catenary support structure foundations, drainage improvements or other Project facilities. Provide location plan(s), geologic sections, all boring and test pit data and results of drainage and water intrusion investigation.

3.4.3 Geotechnical Interpretive Report

Prepare a Geotechnical Interpretive Report based upon the geotechnical investigations and data collected. Include an engineering evaluation of subsurface conditions; geotechnical design criteria for both permanent and temporary structures; soil and rock engineering design parameters; design groundwater levels; a discussion of geotechnical design alternatives and construction considerations; an assessment of construction impacts on adjacent facilities; and requirements for a geotechnical instrumentation program for the protection of the adjacent facilities.

3.5 Environmental Investigations/Remediation

Survey and investigate to determine whether any hazardous materials exist within the Project Limits that may impact work on the Project. Hazardous materials may include asbestos, paint containing lead, PCBs, batteries, underground storage tanks, and soil contaminated by petroleum or any hazardous or non-hazardous waste. Significant quantities of hazardous materials have been identified in previous projects to be present in Penn Station. Prepare a Hazardous Materials Report presenting these findings. Retain an environmental investigation and remediation firm(s) licensed to perform work in New York State. Prepare a Hazardous Materials Report presenting findings and recommendations for remediation.

Determine how soil and groundwater contamination may affect the Project and incorporate this information into the Report and the plans and specifications.

Develop a preliminary method of disposal in accordance with all federal, state, city, and local agencies for water collected during construction dewatering and prepare necessary specifications.

3.6 Structural

A Revit model was compiled during the PSMP study showing approximately 85% of the floor framing. Conduct field investigation to identify structural members concealed behind finishes and not previously documented on the as-built drawings or previous investigations. Use existing as-builts to extend the localized areas of the model up to the 2nd and 3rd floors and the existing connecting bridge between 2 Penn Plaza and MSG, and to reflect the work done for the construction of the East End Gateway and the ongoing work in the LIRR 33rd Street Concourse. Add this information to the Revit model. The goal is a complete and comprehensive Revit model.

3.7 Standards

Ensure that all applicable codes, standards, specifications, guidelines, and procedures, including all applicable internal government agency procedures and guidelines, are met. Assess all work elements to ascertain which codes, standards, procedures, and guidelines apply and the AHJ from which approval is needed, and prepare the design accordingly. If requested, complete and submit a compliance checklist.

New York State recently adopted the Uniform Code Provisions for Rail Stations, dated June 2021. This document is the first building code to provide comprehensive guidance for the design of rail stations. It outlines the application of NFPA 130 to existing rail stations and references the New York State Existing Building Code for supplement. Support continuing discussion among the Partners and first responders on the Construction Codes and Standards that are to be used for the design, and incorporate the decisions reached in the Preliminary Design.

3.8 Facility Design Criteria

Obtain and review existing design criteria of the Partners. Prepare a memo recommending how each Partner's design criteria will be applied to design and construction of the Project. Submit for review and incorporate all comments. Based on the input from the Partners, establish complete Design Criteria and submit for review. Provide recommendations for design criteria related to energy conservation, electric buildings, greenhouse gas emissions and any other appropriate green building or sustainability criteria, including LEED certification targets, considering both NYC and NYS building code or other regulatory or statutory requirements. Incorporate the criteria approved by the Partners in the Base Scope design.

3.9 Safety Training

Consultant personnel who will be involved in visiting and/or working on the sites of the operating railroads will be required to complete Amtrak, LIRR, NJT and, if necessary, MNR contractor safety training every twelve (12) months. Without exception, personnel who do not complete the training and do not possess a valid contractor pass will not be admitted onto railroad property.

3.10 Train Shed Investigations

Perform a condition survey at the track and platform level throughout the extent of the train shed below Penn Station and Moynihan Train Hall to identify and evaluate critical State of Good Repair ("SOGR") issues that are not specifically addressed in the Base Scope, including building systems. Prepare a survey report presenting the identified issues and providing recommendations for addressing those issues.

The Partners are currently aware of the following critical SOGR issues within the train shed:

- Spalling and cracked concrete;
- Poor air quality and ventilation;
- Inconsistent and inadequate lighting levels on the platforms;
- Incomplete or missing smoke barriers at VCEs; and
- Deteriorating and damaged architectural finishes on platforms.

Amtrak completed a SOGR evaluation of the Amtrak-controlled portions of the Train shed in 2020, which will be provided to the successful bidder for information.

In addition to the SOGR work within the train shed, the platforms are not currently in full compliance with ADA requirements. Include recommendations for addressing platform ADA issues, where possible, in the condition survey report.

4 Task 2: Preliminary Design

4.1 General

This task includes the A/E analysis and design work needed to produce the Preliminary Design deliverables, taking into consideration all input and feedback from the Partners and other affected stakeholders, along with the community needs and work performed by the NEPA Consultant. Coordinate with the NEPA Consultant if the preferred design approach triggers additional environmental review.

Address and close out review comments and incorporate them into the Preliminary Design. Submit the final Preliminary Design documents to MTA C&D following incorporation of all Partner and stakeholder comments.

Prepare all drawings, specifications, and addenda in a format acceptable to the Partners and as approved by MTA C&D. Coordinate all documents. Prepare all designs and specifications in compliance with the requirements of all grant and funding partners, including FTA and/or FRA. Determine the coordinate system required and prepare design drawings in that format.

4.2 Technical Specifications

Prepare all preliminary specifications in CSI format for all applicable CSI technical divisions. Include key criteria for products and systems, and other requirements that cannot reasonably be depicted in the drawings.

4.3 Basis of Design Report

Prepare a Basis of Design Report ("BODR") to supplement the Preliminary Design. The BODR will synthesize the Partners' individual codes, standards, practices into a project-specific set of design criteria and requirements to supplement the technical specifications. Explain the logic behind the selection of the project-specific criteria, and identify and justify any deviations. Identify unresolved issues, if any, that are being carried into the next phase of the design and procurement process.

4.4 Building Information Management (BIM)

Design the Project in a fully integrated, state-of-the-art BIM format to coordinate the design/construction process and identify conflicts/clashes and clearance problems before they become field issues.

Provide the Partners with full access to review the model contents and lead monthly progress meetings on the BIM modeling.

See Section 2.1 regarding interfacing with the MTA ASITE management platform.

Prepare a quality control plan/BIM implementation plan for the entire process, including:

- Value management, interference management, and design-changes tracking;
- Assurance that the project data set has no undefined, incorrectly defined, or duplicated elements;
- Assurance that the fonts, dimensions, line styles, levels and other as-built drawing formatting issues follow the CADD Standard and BIM workspace requirements established for the Project; and
- A description of the extent of the BIM model.

Plan and execute the BIM model in such a way that engineering CADD files are generated efficiently and are usable for future contract document production, and the BIM model can serve as a basis for 3-D renderings, "animated" walkthroughs and physical model fabrication.

Submit BIM project models in accordance with the schedule to be specified by MTA C&D and in the format to be directed by MTA C&D.

4.5 Demolition

Provide plans delineating the areas to be demolished, indicating what elements within each area are to be demolished.

4.6 Architectural Requirements

4.6.1 Functional Program

Maintain and expand the current functional program database. Incorporate changes and updates as required. Add and populate room characteristics fields (e.g., HVAC, electrical, lighting, plumbing, data, communications, security, finishes, furnishings) by room or room type.

4.6.2 Architectural Design Requirements Report

Prepare an Architectural Design Requirements Report that documents key architectural decisions, supplements the architectural specifications, and includes renderings and other illustrations to serve as a comprehensive documentation of the architectural approach and key architectural characteristics of the Preliminary Design.

4.6.3 Passenger Experience Alternatives

Develop concept-level passenger experience alternatives for entrances, train hall(s), public circulation and public-facing spaces. Integrate retail layout and wayfinding. Develop evaluation criteria and evaluate each alternative under those criteria.

4.6.4 Public Art Coordination

Make recommendations and coordinate with the public art managers at MTA Arts & Design, NJT Transit Arts, and the Amtrak Transit Arts Committee (TAC).

Prepare an Artwork Implementation Plan. Recommend the allocation of responsibility (among the Partners and/or other entities) for leadership, management and funding for public artwork. Recommend a process for art programming and artist selection. Recommend target budget and funding sources. Determine and document potential artwork locations, and elements and project types to be incorporated in the BODR.

4.6.5 Visualizations

Prepare architect's in-house renderings for internal discussions, professional progress renderings, animations and videos, and final professional renderings, animations and videos.

The Master Plan concept includes a video information wall in the East Train Hall. Develop a preliminary concept for using this video wall for passenger information display and preliminary concepts for different types of programming for this wall to activate the train hall. This could include concepts for holiday and special event programming, and public service programming.

4.6.6 Architectural Drawings

Prepare architectural plans, elevations, building sections, reflected ceiling plans, room finish schedules, representative wall sections and details.

4.6.7 Furniture, Fixtures & Equipment

Review existing agency furniture, fixtures and equipment ("FF&E") specifications and procurement procedures. Prepare a plan recommending allocation of responsibility for FFE selection and procurement. Determine furniture quantities, locations and requirements for the reconstructed station including street furniture and interior furniture for waiting areas and BOH spaces. Develop FF&E plans and specifications as necessary for space-proofing purposes.

4.6.8 Signage and Wayfinding

Propose a comprehensive signage and wayfinding strategy to reconcile new signage and wayfinding for the Project with the signage and wayfinding in use in the Moynihan Train Hall and the strategy to be implemented in the LIRR 33rd Street Concourse renovation. Include directional signage in all public areas, site and building identification signage, and room identification signage in all station areas. Include a description, analysis, evaluation of the key directional decision points, and hierarchy and recommendation of the types of signs to be used at each. Include circulation diagrams delineating station user routes for the site, building exterior, and each public level of the station.

Design criteria for color, typography, accessibility, hierarchy of messaging and other standards will be established for the Project, informed by the strategy proposed by the Consultant, and implemented by the Consultant.

Include symbols keyed to each of the primary signage types established by the railroads' signage standards in the signage wayfinding design diagrams.

4.7 Civil and Utilities

Prepare site plans, showing building lines, curb lines, locations of bollards or other protective structures, entrances, and other physical characteristics that define the Project Limits. Prepare plans, cross sections, and profiles for roadway and driveway modifications necessary to implement the Project. Provide turning movement studies demonstrating feasibility of proposed vehicular access to the site.

Prepare Composite Utilities Plans depicting the location of existing street lighting, telephone/communications, storm drainage, water, and traffic signals.

Coordinate with utility providers to design new services needed to support proposed loads and other requirements in Penn Station. Prepare utility services plans indicating new, modified, and relocated water, sewer, gas and electric services as required to Penn Station and the existing Service Building. Initiate applications to utility owners for new service or modifications to existing service and incorporate their requirements in the Preliminary Design.

4.8 Environmental

Based on the assessment performed under Section 3.5, prepare criteria and technical specifications for remediation of hazardous materials. Incorporate any requirements that arise from the Section 106 investigation of impacts to historic properties or from the NEPA process for the Project.

4.9 Structural

Provide existing plans, foundation plans, structural demolition plans, column schedules, localized part plans, sections and elevations to depict reframing in critical areas, major mechanical and electrical equipment loadings and locations. No detailing other than Architecturally Exposed

Structural Steel ("AESS") is required. Support of excavation ("SOE") design and drawings are not required. Provide appropriate specifications.

Based on the Preliminary Hazard Analysis described in Section 4.13.3, conduct analysis of structural hardening to identify impacts on configuration of building structure and systems.

4.10 HVAC

Prepare layouts of each floor with conceptual single-line ductwork diagrams, conceptual piping layouts, locations of major equipment, equipment schedules presenting preliminary sizing of equipment, and schematic layout of equipment rooms showing existing and proposed equipment for space-proofing purposes. Provide appropriate specifications. Coordinate with SCADA system requirements in Section 4.13.5.

4.11 Plumbing

Provide sanitary and waste pipe layouts and riser diagrams, stormwater layouts and riser diagrams, and domestic water layout and riser diagrams. Conduct interface coordination of new sanitary waste vent lines with existing vent lines located within Madison Square Garden. Provide appropriate specifications.

4.12 Vertical Transportation

Recommend elevator and escalator equipment quantities and types. Support architectural, structural, and MEP work by space proofing and establishing mechanical, electrical and fire protection requirements for VT equipment. Provide appropriate specifications. Coordinate with SCADA system requirements in Section 4.13.5.

4.13 Systems and Systems Integration

4.13.1 Systems Integration

Investigate and confirm the as-built condition of all electrical and electronic systems. Develop a plan to rationalize, coordinate and integrate the various systems enumerated in the following subsections to the extent feasible and desirable, including temporary relocation and permanent replacement. Provide appropriate specifications.

4.13.2 Integrated Security, Fire and Life Safety, and Emergency Response Approach

Support the formation of a Security, Fire and Life Safety and Emergency Response Working Group (the "SFLS Working Group") to develop and implement an integrated approach to fire and life safety, building Supervisory Control and Data Acquisition ("SCADA") system, security systems and emergency response programs. The SFLS Working Group will comprise the Consultant's relevant task leads, corresponding Partner, City and State agency safety and security personnel, and first responders. Reflect the SFLS Working Group's decisions and recommendations in the work.

4.13.3 Preliminary Hazard Analysis

Conduct a Preliminary Hazard Analysis ("PHA"). Conduct interviews with the Partners, NYPD, FDNY, MTAPD, Amtrak PD and other security stakeholders and review available incident data. A Security Report prepared by PSMP will be made available to the Consultant as well. Determine and summarize vulnerabilities and identify potential mitigation strategies to be implemented in facility design and operations.

A Threat and Vulnerability Risk Assessment ("TVRA") will be completed at a later stage of design or procurement of the Project and is not part of this Contract.

4.13.4 Security Strategy

Based on the PSMP Security Report, discussions with the Partners and the findings of the PHA, develop and propose an overall strategy for security in Penn Station and for potential integration of security strategies for Moynihan Train Hall and Penn Expansion.

4.13.5 Supervisory Control and Data Acquisition System ("SCADA")

Develop a SCADA system, to be located in a building management center, for real-time monitoring and control of all building systems. Consider if and how this will be integrated with the security, fire alarm, fire control and emergency response systems, and possible co-location with the integrated command center set forth in Subsection 4.13.6.

4.13.6 Security and Access Control Systems

The work of this subsection will be based on the PSMP Security Report and the findings of the PHA (Section 4.13.3). Assess equipment and space needs for individual or unified monitoring location(s). Equipment specified under this subsection includes security devices (e.g., cameras, access control and intrusion detection). This subsection also includes design of an integrated security and emergency response command center, possibly integrated with Moynihan and the future Penn Expansion, and possibly integrated with a central building management center.

4.13.7 Life Safety Codes

Ascertain and document all applicable codes and their jurisdictional boundaries within the Project Limits and recommend a unified approach to implementing a Fire and Life Safety plan. Document all decisions and prepare a comprehensive compliance summary for the BODR.

4.13.8 Fire Alarm System

Prepare removal drawings for the existing fire alarm system and proposed layouts showing locations of the main fire alarm panel and associated data gathering panels and the fire command center. Provide riser diagrams showing network connections between main fire alarm panel and data-gathering panels, typical fire alarm devices and connections to HVAC, plumbing and fire protection equipment. Provide appropriate specifications.

4.13.9 Fire Protection

Prepare removal drawings for the existing fire protection system, and proposed layouts showing locations of the main fire pump and associated valve room arrangements, sprinkler zones, and associated main lines. Provide riser diagrams showing pipe, valve, and zone arrangement. Provide interface details with fire alarm equipment. Provide appropriate specifications.

4.13.10 Smoke Control

Prepare design documents for an emergency ventilation and smoke purge system serving Levels A, B and C of the Station. Design the emergency ventilation system in accordance with all applicable codes.

Perform an NFPA 130 Time of Tenability analysis for the platform level based on an appropriate train fire. This will require both egress simulation using LEGION or other approved software and CFD smoke modeling. Determine Platform Occupant Load based on the criteria outlined in Chapter 5 of NFPA 130. Determine Occupant Loads for Levels A, B and C based on the criteria of the New York City Building Code. Establish whether there is compliant egress capacity for the determined occupant load.

Perform similar modeling for the A, B and C Levels using appropriate fire scenarios in retail spaces or workshop/storage spaces.

The work under this Section need not be completed for the Midpoint Deliverables but rather the Final Deliverables only.

4.13.11 Police Radio System

Identify requirements and design the system to provide seamless police radio coverage to all spaces in Penn Station and be compatible and integrated with the system in use in the Moynihan Train Hall. The Partners will determine what police force(s) will patrol and operate in the station. Coordinate with the Partners to identify the system requirements for the chosen police force(s), including compatibility with NYPD if so directed by MTA C&D. This system is anticipated to be a Fiber-Fed Distributed Antenna System ("DAS"). Provide appropriate specifications.

4.13.12 FDNY Radio System

Identify requirements to make the Police Radio System compatible with FDNY radios. If necessary and if directed to do so by MTA C&D, design a separate radio system for FDNY, anticipated to be a DAS. Provide appropriate specifications.

4.13.13 Emergency Telephone

This category includes telephone systems for both emergency and public information and assistance purposes. Provide appropriate specifications.

4.13.14 Integrated Public Address, Passenger Information Displays and Emergency Information System

This category includes speakers and audio head-end equipment, digital screens and their head-end equipment for integrated Passenger Information Displays (PIDs), which will also display Emergency Information and Notifications and, if directed, intermittent commercial advertising. The Passenger Information system will be a single integrated system serving all railroads using Penn Station. Provide appropriate specifications.

4.13.15 Neutral Host Wi-Fi System and Cellular Coverage System

Identify requirements and coordinate the design for a free Public Wireless Internet system accessible throughout the station to be provided by a neutral host selected by the Partners. Identify requirements and coordinate the design for a Cell Phone Coverage system to expand Cellular Service connectivity to support all major Cellular Service providers. This system will either have to be integrated with existing systems or will replace existing systems, as recommended by the Consultant and directed by MTA C&D.

4.13.16 Non-public Wi-Fi System for the Partners

Identify requirements and coordinate the design for a non-public Wi-Fi network for exclusive use of staff of the Partners.

4.13.17 Electrical

Prepare removal drawings for existing electrical distribution and proposed drawings for single-line and riser diagrams, electrical plans showing location of main distribution and satellite rooms, electrical connections to major HVAC, plumbing and fire protection loads, part plans with equipment layouts in new distribution rooms for space proofing purposes and schedules. Coordinate with Con Edison to provide new electrical services to support proposed required loads in Penn Station. Provide appropriate specifications.

4.13.18 Lighting

Prepare comprehensive lighting performance criteria. Cover required lighting levels for each type of functional area, energy consumption, and fixture mounting, maintenance, and durability requirements. Define or otherwise identify architecturally critical areas and provide salient requirements for lighting fixtures in such areas. Provide appropriate specifications.

4.14 Pedestrian Flow Analysis

Building on the LEGION model and analysis developed during the PSMP study, conduct pedestrian flow analysis of the station for the Midpoint Deliverables and the Final Deliverables.

Perform a time of tenability egress analysis in accordance with NFPA 130. Determine Platform Occupant Load based on the criteria outlined in Chapter 5 of NFPA 130. Determine Occupant Load for Levels A, B and C based on the criteria of the New York City Building Code. Account for human behavior in egress modeling and analysis. Perform CFD Modeling of smoke behavior using appropriate software for 1D and 3D modeling of train movements.

4.15 Construction Phasing and Staging

Develop and recommend an overall construction staging and maintenance and protection of traffic ("MPT") strategy for the Project, considering all work required to successfully complete the Project in the most time-efficient and compact manner.

Consider early activities, concurrent work, long-lead items, procurements and production of special construction equipment, and work performed by Amtrak forces.

Prepare MPT plans addressing pedestrians, private autos, taxis, buses, rideshare, deliveries and bicycle traffic. Address the following:

- Extent and sequencing of construction work;
- Work limits / restrictions on contractor access and use of premises;
- Proposed track outage windows for work that will affect normal train traffic;
- Proposed temporary or permanent relocation of Amtrak, LIRR, and NJT ticketing, baggage, customer waiting, and BOH facilities;
- Contractor laydown areas;
- Materials delivery system; and
- Locations for construction trailers.

Recommend design and performance criteria associated with the staging plans.

4.16 Constructability Review

Perform constructability reviews during the Preliminary Design to ensure that the design is constructible within the constraints of the stakeholders and operating railroads. The Partners will participate in constructability reviews for work on their respective properties.

4.17 Sustainability

The Project is to be designed and constructed in a sustainable manner. With that goal in mind, evaluate whether the use of the Envision and/or LEED system is suitable for the Project and make recommendations. The Envision rating system tool evaluates environmental, sustainable and resiliency initiatives included in large infrastructure projects. The Envision system is a collaboration of the American Society of Civil Engineers (ASCE), the Zofnass Program for Sustainable

Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure.

If found to be suitable, provide a design that adheres to the sustainable infrastructure or buildings guidelines selected.

Consider utilizing the selected system's rating tool to evaluate the effectiveness of environmental protection initiatives and the sustainable performance of the Project taking into account the technical performance and social, environmental and economic perspectives of the Project. The rating tool should include a flexible framework of criteria achievements to help provide higher performing solutions by addressing infrastructure integration, using a lifecycle analysis, working with communities, and by striving for a restorative approach to stations projects.

Meetings and coordination will be necessary to further discuss design solutions that address various applicable credits and make available supporting documentation for the aspects of design that exceed the baseline. Provide a preliminary written evaluation of the Project based on the selected criteria over which designers have influence.

4.18 Preliminary Permitting Plan

Develop a preliminary permitting plan identifying any permits required for construction of the Project. Meet with the Partners, City agencies, utilities, and AHJs to identify all necessary approvals and permits required for the Project.

4.19 Cost Estimating and Scheduling

Provide Cost Estimates and Preliminary Construction Schedules for the Project at each milestone submission stage.

Develop a Work Breakdown Structure ("WBS") that will be the basis of both the cost estimates and schedules. Submit the WBS for review and approval before proceeding with the cost estimates and schedules.

Construct the schedules in Primavera P6, coordinated with the construction phasing and staging plans and methods, and preliminary requirements and locations for temporary laydown, back of house phasing and areas needed by the contractors. Logic-link the schedule items and show critical path and float.

Prepare the cost estimates bottom-up, filling-in the WBS as the design work progresses.

4.20 Unified Ticketing

Prepare recommendations for a unified ticketing system for Amtrak, NJT, LIRR and MNR, including necessary facility design and equipment changes. Submit for review and incorporate decisions into the Preliminary Design as directed by MTA C&D.

4.21 Retail Analysis

Two (2) retail reports are included with this RFP. Prepare updated analyses (including financial projections) and recommendations, including how best to curate the retail program.

4.22 Concept of Operations

A Working Group comprising staff from the Partners will lead the development of one or more Governance Model(s) and Concept(s) of Operations for Penn Station, including if and how they will be extended to Moynihan Train Hall and to the Penn Expansion in the future. Support the Working Group as directed. This may include staffing meetings, preparing meeting notes,

arranging workshops with subject matter experts, writing White Papers, and drafting memos and reports presenting the Governance Model(s) and Concept(s) of Operations as they are developed.

Provide one (1) or more advisors to support governance and management discussions among the Partners. Advisor(s) shall have experience in multi-agency governance of comparable passenger facilities. Discussions will cover the extent of unified management of Penn Station, potential integration with the management of Moynihan Trail Hall and Penn Expansion, potential use of a private party to take over a set of management tasks to be determined by the Partners, including curation of retail, cleaning, building routine, preventive and emergency maintenance, control and coordination of deliveries, and any other tasks the Consultant may recommend or that MTA C&D may direct.

Reflect all decisions of the Partners regarding the Governance Model(s) and Concept(s) of Operations in the Preliminary Design as appropriate.

4.23 Risk and Opportunities Management Plan

Develop and maintain a qualitative Risk and Opportunities Plan, beginning early in the Project. Include potential mitigations for the risks and identify ways to reflect those mitigations in the Preliminary Design and make recommendations on how to take advantage of opportunities.

Convene Project Risk Workshops at appropriate times with Consultant and Partner staffs. The workshops will review and extend the Risk and Opportunities Register to comprehensively identify and quantify general risks and opportunities for the Project overall and for construction in particular, for both cost and schedule. Use Monte Carlo simulations to establish appropriate cost and schedule contingencies in accordance with FTA guidelines and best industry practice. Develop further recommendations to mitigate risks and take advantage of opportunities.

Types of risk and opportunity to address in the Risk and Opportunities Management Plan for the Project, which will be used throughout the Project life include:

- Requirements;
- Design;
- Third-party risks, including permits, approvals and third-party work;
- Schedule;
- Construction;
- Start Up
- Unknown conditions; and
- Market conditions.

Include in the Plan:

- Risk and opportunities register: to include: risk element, risk category, risk description, risk event or outcome, probability of occurrence, cost and schedule impacts, risk rating, risk owner, and proposed mitigations, actions, mitigation/action responsible party, and timeline for effectively implementing mitigations/actions;
- Risk mitigations and opportunities pursuit plan;
- Party responsible for each risk mitigation and opportunity pursuit;
- A dashboard to monitor the progress and effectiveness of the risk mitigations and opportunities pursuits;

- An initial workshop with the Partners to begin the process;
- A workshop with the Partners before the Midpoint Submittal;
- A workshop with the Partners before the Draft Final Submittal.

6 Task 3: Supporting Stakeholder Outreach

6.1 Stakeholder and Public Outreach Support

The Partners will lead all stakeholder and public outreach activities. Support their stakeholder and public outreach efforts as directed.

6.2 Stakeholders

Stakeholders in the Project include:

- Elected officials whose jurisdictions include the area within the Project Limits or whose jurisdictions are affected by the Project, including local, city, county, state and Congressional elected officials in both New York and New Jersey;
- New York City agencies with jurisdiction over or interest in the Project Limits, including NYCDOT, NYCDCP, New York City Public Design Commission ("NYCPDC") and New York City Department of Environmental Protection ("NYCDEP");
- Emergency response agencies, including New York City Police Department ("NYPD") and New York City Fire Department ("FDNY");
- Empire State Development ("ESD"), the agency preparing a General Project Plan and Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project;
- Federal Railroad Administration ("FRA");
- Federal Transit Administration ("FTA");
- Gateway Program Development Corporation and Gateway Development Commission (together, "GDC");
- Northeast Corridor Commission ("NECC");
- Regional planning organizations;
- NYC Community Boards 4 and 5;
- Local and regional business associations;
- Local business owners and operators;
- Local residents;
- Amtrak, MTA and NJT Rider Councils and Americans with Disabilities Act ("ADA") compliance advisory committees;
- A Penn Station Stakeholders Advisory Group to be formed by the Partners to provide advice, comment and input on the Project;
- A Public Realm Advisory Group to be formed by ESD to provide advice, comment and input on public realm aspects of the Penn Station Area Civic and Land Use Improvement Project, including how the Project interfaces with the public realm;
- VNO, the owner of Penn 1 and 2;
- MSG, the owner of Madison Square Garden Corp.;
- Advocacy groups with an interest in the Project; and
- The general public.

6.3 Outreach Activities

Outreach activities may include:

- Public meetings and presentations about the Project, in-person or virtual;
- Public hearings for the environmental review process, which will be managed by the Environmental Consultant but may require advance support and attendance of the Consultant;
- Regular and ad hoc meetings with individual stakeholders or groups of stakeholders;
- Progress briefings for individual stakeholders or groups of stakeholders;
- Supporting and providing content for Project web page(s) on the Partners' public websites;
- Creating and maintaining public comment webpages on the Partners' public websites; and
- Supporting and providing content for the Partners' social media platforms.

6.4 Outreach Materials

Develop and provide outreach materials, which may include:

- Messaging, brochures, meeting handouts, fact sheets, Q&A documents and talking points;
- Narratives and tables;
- PowerPoint presentations;
- Large-size color plans, sketches, images or infographics;
- Renderings;
- Flash presentations;
- Interactive graphics;
- Videos and 3D animations or fly-throughs;
- Physical models; and
- Other types of illustrations.

6.5 Other Outreach Support Activities

- Taking meeting notes or minutes of stakeholder and public meetings;
- Scheduling, arranging and running public meetings, either in-person or virtual, and recording comments received;
- Tracking comments received from all sources, including meetings, letters, oral comments, and comment webpages; and
- Providing information and draft responses to questions, inquiries and comments raised at public meetings or otherwise submitted by the public, media, professional organizations, or other inquiring entities and tracking all responses and follow-ups.

7 Option Scope of Services

7.1 Options 1, 2, 3.1 and 3.2

The Option Scope of Services sets forth two (2) alternatives for preparing contract documents and providing support services during the procurement and award phase(s) for a Design-Build or P3 delivery of the Project, and one (1) alternative for advancing the Preliminary Design to a 100% final design ("Final Design") and preparing contract documents for an alternative delivery method.

- Under Option 1, prepare bridging documents and provide support services for procuring and delivering the Project as a single Design-Build or P3 contract, assuming two (2) design packages (one (1) early-works design package and one (1) design package for the balance of the Project);
- Under Option 2, prepare bridging documents and provide support services for procuring and delivering the Project as five (5) individual Design-Build contracts, each with its own procurement and award phase maintaining a focus on developing early works design packages; and
- Under Option 3.1, prepare a Final Design for the Project and contract documents appropriate for an alternative procurement process and delivery method, contracted to a single entity.
- Under Option 3.2, support the construction phase as Designer of Record for an alternative procurement process and delivery method.

Provide all Project Support Services as set forth in Section 2 above throughout the duration of the Option Scope of Services.

7.2 Option 1: Bridging Documents and Procurement Support – Single Contract Design-Build, or P3 Delivery

The Technical Scope of Services for Option 1 comprises the following Tasks:

- Task 1: Basis of Design Report;
- Task 2: Request for Qualifications ("RFQ") and Evaluation Support;
- Task 3: Bridging Documents; and
- Task 4: Request for Proposals ("RFP") and Procurement Support.

If a P3 delivery method is selected, modify the deliverables for the Tasks described below as directed so they can be made part of corresponding overall P3 documents to be prepared by others. Coordinate these deliverables with the P3 document preparer designated by MTA C&D.

7.2.1 Task 1 – Basis of Design Report

Modify the Basis of Design Report prepared under the Base Scope of Services as appropriate.

As part of this Task, prepare two (2) additional plans:

- A responsibility matrix defining the scope of work to be performed by the Design-Build, or P3 contractor(s) and the scope of work to be performed by others, including the Partners' force account craft personnel and the Partners' staffs; and
- A strategic plan consistent with current industry best practice for the approach chosen by the Partners. Address any early action items required to expedite the work, strategy or

actions to manage construction impacts on the work force housed in Penn Station, use of a Project Labor Agreement ("PLA"), overall procurement and Project schedule, coordination with environmental review and other issues identified.

7.2.2 Task 2 - Request for Qualifications ("RFQ") and Evaluation Support

The services of this Task comprise the following:

- Assist in preparing RFQ documents, including project descriptions in sufficient detail for respondents to understand the Project;
- Prepare qualifications analyses;
- Research the project histories of the respondents, including calling references;
- Assist in:
 - Scheduling, arranging and participating in interviews with those respondents deemed to be in a competitive range and answering technical questions;
 - Preparing materials for the use of the selection committee in the interviews, including suggested topics, questions and clarifications to pursue with each respondent;
- Prepare clarification questions after the interviews and evaluate the responses; and
- Develop addenda to the RFQ documents as directed.

7.2.3 Task 3: Bridging Documents

Prepare bridging documents in a format acceptable to MTA C&D that set forth all technical and performance requirements for the Project. Present the bridging documents as performance requirements suitable for use by the design-builder to prepare final designs, making clear the bridging documents are not a finished design. Include technical and performance requirements for all disciplines anticipated on the Project. Coordinate the bridging documents with the work of other consultants retained by the Partners.

Include the following documents:

- Architectural Principles and Requirements;
- Project Requirements and Scope of Work;
- Design Criteria and Performance Requirements;
- General Requirements Specifications (CSI Division 1);
- Preliminary Design Drawings;
- Preliminary Technical Specifications (CSI Divisions 2 – 50);
- BIM model in a format compatible with each Partners' technical requirements; and
- All documents, as-built drawings, drawings from previous improvements, inspection reports, surveys, utility plates, environmental reports and any other information developed during the PSMP Study, under this Contract, or available from other previous or on-going projects in Penn Station, released For Information Only.

7.2.4 Task 4: Request for Proposals ("RFP") and Procurement Support

This Task comprises the following services:

- Split the Preliminary Design into two (2) design packages, one (1) early works package and one (1) design package that comprises the balance of the Project, with both being part of a single contract;

- Assist in assembling a complete RFP package for the procurement of the single contract, including the bridging documents specified above, instructions to proposers and a draft contract;
- Assist in the development of any required special conditions clauses and other documents required for the development of solicitations;
- Assist in arranging a series of confidential one-on-one meetings with each of the qualified proposers, including:
 - Preparing agendas;
 - Preparing presentations or other materials;
 - Answering technical questions; and
 - Noting questions to be responded to and actions to be taken.
- Respond to proposer questions, comments, and requests for clarifications;
- Develop and implement an alternative technical concept ("ATC") process;
- Prepare proposal and cost analyses;
- Prepare addenda, amendments, revised drawings and specifications, and supplementary drawings for the construction package;
- Assist in scheduling, arranging and participating in interviews with those proposers deemed to be in a competitive range;
- Assist in determining if revised proposals or best and final offers ("BAFOs") will be requested, and if so, assist in preparing the terms and conditions of the requests;
- Prepare revised proposal or BAFO analyses;
- Assist in negotiations with one (1) or more proposers; and
- Compile a final set of conformed bridging documents.

Develop contract packages for any other required, ancillary contracts. Coordinate with the Partners to ensure consistency of terms and conditions among all contracts for the Project.

7.3 Option 2: Bridging Documents and Procurement Support – Multiple Design-Build Contracts;

Divide the Project into five (5) separate Design-Build contracts to reduce the scale and cost of each individual contract, maintaining a focus on developing early works design packages.

The tasks enumerated in Section 6.2 apply for each of the five (5) Design-Build contracts.

7.4 Option 3.1: Final Design and Contract Documents – Alternative Delivery Method.

The Partners are considering alternative delivery methods that require design to be progressed by the Consultant beyond the Preliminary Design, potentially to 100% completion.

The Technical Scope of Services for Option 3 comprises the following Tasks:

- Task 1: Procurement Support;
- Task 2: Value Engineering ("VE");
- Task 3: Basis of Design Report; and
- Task 4: Final Design and Contract Documents

The Consultant will work collaboratively with the Partners to:

- Optimize the Final Design and Contract Documents for ease of construction, minimized disruption to station and train operations and minimized cost;

- Coordinate design deliverables and packages to support proposed phasing plans, if any;
- Coordinate material selection decisions;
- Coordinate constructability, operability, and/or biddability reviews; and
- Resolve constructability issues and evaluate proposed ATCs.

Schedule the following with the Partners:

- Regular meetings and site visits, also inviting project stakeholders when so directed;
- Regular Over-the-Shoulder reviews for all design packages produced by the Consultant; and
- Design workshops on particular design issues whenever this would be the most efficient way to resolve issues.

7.4.1 Task 1: Procurement Support

Support the preparation of an RFQ and/or RFP for a construction contractor as directed, including support during the solicitation phase.

7.4.2 Task 2: Value Engineering ("VE")

The Consultant shall participate in the Value Engineering ("VE") workshop led by the construction contractor. The Preliminary Design (30%) package shall be a direct input to the workshop and as such, the Consultant shall assist the construction contractor in conducting VE early in the execution of Option 3.

7.4.3 Task 3: Basis of Design Report

Update the BODR for each design submittal enumerated below.

7.4.4 Task 4: Final Design and Contract Documents

For Final Design, continue and complete all the design and coordination elements begun in the Base Scope of Services to a 100% level of completion.

Advance the Preliminary Design to Final Design in the stages enumerated below and prepare complete Contract Documents in accordance with the following:

A. Intermediate Design Submittal (60%)

Prepare an intermediate design submittal at a 60% completion level for all project elements, for review and comment by the Partners, including technical specifications, CSI Division 1 specifications, an updated 3D structural model and an updated BIM model. At this stage, the overall design and specifications should be substantially complete, with draft or partial details for all elements of design enumerated in the Base Scope of Services and any other elements of design identified in the Base Scope of Services. Break the submittal into smaller packages in a logical arrangement as directed by MTA C&D. Perform the following additional activities and produce the following work products:

- Where necessary, define additional surveys, borings, test pits, laboratory tests and analysis to ensure the design is executed on the basis of a thorough and complete geotechnical, environmental, and utilities site investigation;
- Update the geotechnical baseline report (if applicable) based upon updated or new field and laboratory test data;
- Provide an overall Project schedule, including updated and refined procurement phasing;

- Update the testing and commissioning plan;
- Update the systems integration plan;
- Provide draft Contract Documents, which are essentially the same as the bridging documents enumerated in Option 1, modified as appropriate for this procurement and delivery method and advanced to a 60% completion level;
- Conduct a workshop with the Partners and appropriate security stakeholders to support a Threat and Vulnerability Risk Assessment ("TVRA"). Review available incident data and prepare a draft TVRA report, summarizing vulnerabilities and identifying potential mitigation strategies to be implemented in the facility design and operations;
- Assist the Partners in planning for track outages;
- Compile all applicable Partner soft costs and force account costs;
- Combine cost estimates with agency soft costs and force account costs;
- Update the risk and opportunities register, including risk mitigations and opportunities pursuits;
- Assist with the overall Project risk register;
- Schedule and run a risk workshop with the Partners to establish Project contingencies in accordance with FTA guidelines;
- Continue supporting the Environmental Consultant if necessary; and
- Organize and facilitate over-the-shoulder design-review workshops with the Partners.

B. Pre-Final Design Submittal (90%)

Advance the contract documents to a pre-Final Design submittal at a 90% completion level. Complete and fully coordinate all designs, drawings, specifications and plans. Resolve all comments received prior to 90% submittal and ensure they are incorporated into the contract documents and verified as closed. Perform the following activities:

- Finalize the comprehensive system testing and commissioning plan;
- Complete all design calculations and supporting documents;
- Organize and facilitate over-the-shoulder design review workshops with the Partners;
- Finalize the systems integration plan;
- Complete Certified Items List from the approved PHA;
- Update the overall Project schedule, including updated and refined procurement phasing;
- Prepare a Final TVRA report reflecting any changes or advancements since 60% design;
- Update the planning for track outages and organize access workshop with the Partners;
- Combine updated cost estimates with updated agency soft costs and force account costs;
- Continue supporting the Environmental Consultant as necessary;
- Obtain design approvals from the various utilities and AHJ(s) as required for the Project;
- Obtain design approvals from the appropriate federal, state and city agencies as required for the Project;
- Update the risk and opportunities register, including risk mitigations and opportunities pursuits;
- Assist with the overall Project risk register; and

- Schedule and run another risk workshop with the Partners to update Project contingencies and confirm mitigations.

C. Final Design Submittal (100%)

Resolve all comments received after the 90% submittal and ensure they are incorporated into the final contract documents. Organize and facilitate an over-the-shoulder design review workshop with the Partners to close out all open comments. Obtain signoffs from all stakeholders.

Develop all final design drawings, specifications, and other documents in accordance with local, state, and federal requirements such that required permits can be readily obtained for the designed work. All drawings and calculations must be sealed and signed by professional(s) licensed in the State of New York.

Submit a Final Design Submittal (100%) document checklist that includes such elements as, but is not limited to: design drawings, design specifications, and calculations. Prepare the checklist to meet the Project's minimum design criteria requirements and submit the checklist for approval.

7.5 Option 3.2: Construction Phase Support – Alternative Delivery Method

Provide engineering support services during the construction phase functioning as the designer of record for the Project. The Consultant services during the construction phase include, but are not limited to:

- RFI responses;
- Design deliverable reviews;
- Shop drawing reviews;
- Attendance at construction progress meetings;
- Change order support;
- Final inspections as applicable;
- Test witnessing as applicable;
- Coordination of the construction related questions/queries related to all design components; and
- Develop As-Built drawings from red lined drawings from the construction contractor.

The Consultant shall remain responsible for all errors and omissions discovered during all phases of the Project. The inspection, review, approval or acceptance of, or payment for, any of the work required under the Contract shall not be construed to relieve the Consultant of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the MTA 's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Consultant and/or its Subconsultants shall correct or revise any errors, omissions or defective work at no additional cost to the MTA.

7.6 Option 4: Design Development for Subway Improvements

Advance and refine the concept designs for the NYCT subway improvements included in the Final Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project based on the concept designs in the PSMP Alternatives Report attached to this RFP to support ESD in negotiations with developers and the City. The extent of design development will be on the order of 15% completion.

Coordinate with NYCT, ESD and VNO or other site developers as required.

7.7 Option 5: Design Development for Underground Connections

Advance and refine the concept designs for the underground connections included in the Final Environmental Impact Statement for the Penn Station Area Civic and Land Use Improvement Project based on the concept designs in the PSMP Alternatives Report attached to this RFP to support ESD in negotiations with developers and the City. The extent of design development will be on the order of 15% completion.

Coordinate with NYCT, ESD and VNO or other site developers as required.

Exhibit B

Form of PTE

[Attached.]

EXHIBIT _ – PTE Example

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 9/01/21)

Transmittal Date: December 20, 2021
File: E-47-____
Internal Order: ____
WBS Element: ____
Reference: ____

1. TEMPORARY PERMISSION. Temporary permission is hereby granted to:

(hereinafter called "Permittee") to enter property owned and/or controlled by National Railroad Passenger Corporation (hereinafter called "Railroad") for the purpose of __, under the terms and conditions set forth below.

- o Permittee is required to pay the \$__.00 Temporary Permit preparation fee.
- o If Railroad approves the use of its Blanket Railroad Protective Liability Insurance (RRPLI) Program, Permittee shall include the \$__.00 RRPLI premium.

2. LOCATION AND ACCESS. (Give map reference, description or both – include city and state)

MP __, __, __

(hereinafter called "Property").

3. INDEMNIFICATION. Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, as well as its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

- A. injury, death, or disease of any person, and/or
- B. damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad

arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Railroad and/or Permittee (as well as Permittee's employees, agents, contractors, subcontractors, or any other person acting for or by permission of Permittee) in connection with this Temporary Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or any contractor or subcontractor and shall survive the termination or expiration of this Temporary Permit for any reason.

As used in this section, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, successors, assigns and subsidiaries.

4. COMPENSATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the Temporary Permit preparation fee outlined in section 1 as compensation for the preparation of this Temporary Permit. This fee is to be paid upon Permittee's execution of this Temporary Permit.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his/her designee, in writing, at least fifteen (15) working days before it desires to enter upon the Property. No entry upon the Property will be permitted until this Temporary Permit has been fully executed and specific written permission to enter upon the Property has been received by Permittee via

electronic mail from Railroad's Engineering – I&C Department.

6. **PERMITTEE ACTIVITIES.** All activities performed by or on behalf of Permittee shall be performed so as not to interfere with Railroad's operations or facilities. In no event shall personnel, equipment or material cross a track(s) without special advance permission from Railroad's Deputy Chief Engineer-Construction or his/her designee. If, in the opinion of Railroad's Deputy Chief Engineer-Construction or his/her designee, conditions warrant at any time, Railroad will provide flagging and/or other protection services at the sole cost and expense of Permittee.

7. **CLEARANCES.** All equipment and material of Permittee shall be kept away from the tracks by the distances set forth in Attachment A hereof, unless specifically otherwise authorized in writing by Railroad's Deputy Chief Engineer-Construction or his/her designee. Permittee shall conduct all operations so that no part of any equipment or material can foul: an operating track; transmission, communication or signal line; or any other structure or facility of Railroad.

8. **RESTORATION OF PROPERTY.** Upon completion of its work, Permittee shall, at the option of Railroad, leave the Property in a condition satisfactory to Railroad or restore the Property to its original condition. This may include the restoration of any fences removed or damaged by Permittee.

9. **TERM OF TEMPORARY PERMIT.** The term shall commence on the date Railroad executes this Temporary Permit ("Execution Date"). Railroad will not execute this Temporary Permit until Railroad has received: payment of any fees/costs identified in section 1 hereof, payment of the fee set forth in section 4 hereof, and satisfactory evidence of the insurance required pursuant to section 11 hereof. The term shall extend until the end of the period Railroad determines is necessary for Permittee to accomplish the purpose set forth in section 1 hereof; provided, however, Railroad reserves the right to revoke this Temporary Permit at any time for any reason, and in no event shall this Temporary Permit extend beyond the Expiration Date. Under no circumstances shall this Temporary Permit be construed as granting to Permittee any right, title or interest of any kind in any property of Railroad.

10. **SAFETY AND PROTECTION.** All work on, over, under, within or adjacent to the Property shall be performed in accordance with the document entitled "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY," a copy of which is attached hereto as Attachment A and incorporated herein. Failure to comply with Railroad's safety requirements and Attachment A shall, at Railroad's option, result in immediate termination of this Temporary Permit, denial of future Temporary Permit requests by Permittee, and forfeiture of all funds paid to Railroad.

11. **INSURANCE.** Before Permittee commences any work on, over, under, within or adjacent to the Property, Permittee and its contractors (unless Permittee opts to provide the required coverage for them), shall furnish to Railroad's Senior Manager Engineering, evidence of the insurance coverages specified in the document entitled "INSURANCE REQUIREMENTS - NATIONAL RAILROAD PASSENGER CORPORATION," a copy of which is attached hereto as Attachment B and incorporated herein.

12. **SAFETY TRAINING CLASS.** No person may enter upon Railroad property or within twenty-five (25) feet of the centerline of any track or energized wire until he/she has successfully completed Railroad's contractor orientation computer-based safety training class, as noted in section 12 of Attachment A.

13. **COMPLIANCE BY CONTRACTORS.** Permittee shall take all steps necessary to ensure that its contractors and subcontractors comply with the terms and conditions of this Temporary Permit.

14. **REIMBURSEMENT OF COSTS; PAYMENTS.** Railroad shall not be responsible for any costs incurred by Permittee in relation to any matter whatsoever. Permittee is required to reimburse Railroad for all costs incurred by Railroad in relation to this Temporary Permit. Without limiting the foregoing, Permittee is required to reimburse Railroad for all costs incurred by Railroad in performing flagging and other protective services and in reviewing any plans, drawings or other submissions.

Railroad's costs, expenses and labor charges will be billed to Permittee at Railroad's then-current standard force account rates. Permittee understands that Railroad employees working under expired collective bargaining agreements may receive future, retroactive hourly wage increases for their work performed in support of Permittee's activities under this Temporary Permit. Upon payment to the applicable employees of retroactive hourly wage increases (and regardless of whether such payment is made during or after the term of this Temporary Permit), Railroad will invoice Permittee for, and Permittee will pay, the retroactive hourly wage increases, including the applicable overhead additives and benefit costs associated with the support services performed by Railroad.

Except as specified in section 4 hereof, all payments due from Permittee to Railroad under this Temporary Permit shall be due and payable within thirty (30) days from the date of invoice. Permittee shall have no right to set off against any payment due under this Temporary Permit any sums which Permittee may believe are due to it from Railroad for any reason whatsoever. In the event that Permittee shall fail to pay, when due, any amount payable by it under this Temporary Permit, Permittee shall also pay to Railroad, together with such overdue payment, interest on the overdue amount at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, if less than the foregoing, calculated from the date the payment was due until paid. Railroad also has the right to suspend its support services, without penalty, until Permittee has paid all past due amounts with accrued interest. All payments due from Permittee to Railroad hereunder shall be: (a) made by check drawn from currently available funds; (b) made payable to National Railroad Passenger Corporation; and (c) delivered to the address indicated on the invoice. (However, the permit fee referenced in section 4 hereof and the Railroad Protective Liability premium referenced in Attachment B, if applicable, shall be delivered to Railroad at the address set forth in section 4 hereof.) All payment obligations of Permittee under this Temporary Permit shall survive the termination or expiration of this Temporary Permit for any reason.

15. ENVIRONMENTAL AND GEOTECHNICAL TESTS AND STUDIES. Permittee shall not perform any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) unless specifically identified and authorized in section 1 hereof. If any such tests or studies are performed, Permittee shall promptly furnish to Railroad, at no cost, a copy of the results including any reports or analyses obtained or compiled. Except as may be required by applicable law or as authorized by Railroad in writing, Permittee shall not disclose the results of any such tests or studies to anyone other than Railroad or Permittee's client. Failure to comply with the provisions of this clause shall, at Railroad's option, result in immediate termination of this Temporary Permit, forfeiture of all compensation paid Railroad therefor, and pursuance of any other remedies (at law or in equity) that may be available to Railroad. The obligations of Permittee under this section shall survive the termination or expiration of this Temporary Permit for any reason.

16. SEVERABILITY. If any provision of this Temporary Permit is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Temporary Permit.

17. GOVERNING LAW. This Temporary Permit shall be governed by and construed under the laws of the District of Columbia and pursuant to 49 USC 28103(b) which precludes and preempts any other federal or state laws. All legal proceedings in connection with any dispute arising under or relating to this Temporary Permit shall be brought in the United States District Court for the District of Columbia.

*AGREED TO AND ACCEPTED BY PERMITTEE:

—

By: _____
(signature)

Title: _____
Must be an Owner/Partner or duly authorized representative

Date: _____

* By signing this Temporary Permit, Permittee certifies that this document has not been altered in any manner from the original version as submitted by Railroad.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
VP Engineering Services

Date: _____
Execution Date

Expiration Date: (For Amtrak Use Only)

- 1 year from Execution Date
- Project Completion
- Other:

ATTACHMENT A
Temporary Permit to Enter Upon Property
SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 9/21/18)

National Railroad Passenger Corporation

In the following Specifications, "Temporary Permit" means Railroad's "Temporary Permit to Enter Upon Property"; "Railroad" means National Railroad Passenger Corporation; "Chief Engineer" means Railroad's Chief Engineer or his/her duly authorized representative; "Permittee" means the party so identified in the Temporary Permit; and "Contractor" means the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement, Design Phase Agreement, Construction Phase Agreement, Force Account Agreement, License Agreement or other such agreement, as applicable. Reference to "Permittee/Contractor" includes both the Permittee and the Contractor.

(1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit, for written approval of the Chief Engineer, plans, computations, a site-specific safety work plan and site-specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic in accordance with Amtrak Engineering Practices EP 3014. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.

(2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety, security and continuity, and Permittee/Contractor shall conduct its operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee/Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. Any violation of such rules, regulations, or requirements shall be grounds for the termination of the Temporary Permit and/or the immediate suspension of Permittee/Contractor work, and the re-training of all personnel, at Permittee's/Contractor's expense.

(3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee/Contractor shall immediately notify Railroad and take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee/Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee/Contractor, shall be paid by Permittee/Contractor. Any work (or equipment being staged onsite during the work) performed at or near a railroad crossing must not obstruct the view of flashing light units or gates to oncoming traffic.

(4) Protection in General: Permittee/Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any inspectors, track foremen, track watchmen, flagmen, signalmen, electric traction linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee/Contractor. The cost of same shall be paid directly to Railroad by Permittee/Contractor. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee/Contractor from its complete responsibility for the adequacy and safety of its operations.

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity thereof must be strictly observed. No employees or equipment

will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of a track or energized wire or that has the potential of getting within twenty-five (25) feet of such track or wire without the approval of the Chief Engineer. Permittee/Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When Permittee/Contractor desires to foul an active track or overhead wire, it must provide the Chief Engineer with its site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of the railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within such distance in (a) above and shall require the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford Permittee/Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer.

(7) Track Outages: Permittee/Contractor shall verify the time and schedule of track outages from Railroad before scheduling any of its work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee/Contractor shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee/Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Permittee/Contractor must provide horizontal and vertical shields, designed by a professional engineer registered in the state in which the work takes place. These shields shall be designed in accordance with Railroad's specifications and approved by Railroad, so as to prevent any debris from falling onto Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge. Ballasted track structure must be kept free of all construction and demolition debris.

(9) Equipment Condition and Location: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment be placed or put into operation within twenty-five (25) feet from the centerline of an outside track, except as approved by Railroad in accordance with Permittee's/Contractor's site-specific safety work plan. To ensure compliance with this requirement, Permittee/Contractor must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer. Permittee/Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

If work to be performed on Railroad property involves heavy trucks, equipment, or machinery along the right-of-way, duct lines and pull boxes shall be inspected by on-site Railroad personnel and the equipment operator to ensure they can withstand the weight.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of twenty-five (25) feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when Permittee/Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee/Contractor shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee/Contractor shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee/Contractor and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee/Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of a track or overhead wire, must first complete Railroad's contractor orientation computer-based safety training class. The class is provided electronically at www.amtrakcontractor.com. Upon successful completion of the class and test, the individual taking the class will receive a temporary certificate without a photo that is valid for fourteen (14) days. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee/Contractor. Permittee/Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with Permittee's/Contractor's site-specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee/Contractor, unless Railroad makes a specific written request that such work be performed at Railroad's expense.

(14) Utilities: All underground utilities, cables, and facilities must be located and protected before any excavating, drilling of any kind, boring, ground penetrating activities, or construction activities take place. This includes, but is not limited to, Railroad and commercial utilities, cables, duct lines, and facilities. The "call before you dig" process must be followed. Railroad is not part of that process; therefore, Permittee/Contractor must contact Railroad's Engineering Department to have Railroad's underground utilities and assets located. If requested by Railroad, existing depths of any utilities being crossed must be verified through test pits performed by Permittee/Contractor as directed by and under the direct supervision of Railroad personnel. Hand digging may be required, as directed by Railroad's on-site support personnel. No activities may be performed in close proximity to Railroad duct bank or communication facilities unless monitored by on-site Railroad personnel. Railroad maintains the right to access its existing cables and conduits throughout construction and reserves the right to upgrade and install new cables and conduits in the affected area. Precautions must be taken by Permittee/Contractor to prevent any interruption to Railroad's operations.

**ATTACHMENT B
INSURANCE REQUIREMENTS
Penn Station Reconstruction 30% Design Phase
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of November 1, 2022**

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design and/or Construction Phase Agreement, Force Account Agreement, License Agreement), as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and with no exclusions for Explosion/Collapse/ Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This primary policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$4,000,000	Annual Policy Aggregate
\$4,000,000	Products and Completed Operations

The Umbrella/Excess Liability policies shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.
3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence, Combined Single Limit
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In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
 - B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
 - C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, an MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.
4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$6,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

- 5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.
- 6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
- B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.
- 7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$10,000,000	Each Occurrence
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.
- B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.

C. Any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$10,000,000	Per Claim
\$10,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.
- C. If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

MISCELLANEOUS

1. **General**

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.
- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force.
- F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.

2. **Waiver of Subrogation** As to all insurance policies required herein. Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.

3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.

4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:

- A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
- B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
- C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
- D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

5. **Evidence of Insurance**

- A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
- B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
- C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
- D. **ALL INSURANCE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING.**
- E. Evidence of insurance coverage shall be sent to:

Senior Manager Engineering
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
2955 Market Street
Philadelphia, PA 19104-2817

Exhibit B-1

Form of NJ TRANSIT PTE

[Attached.]

Exhibit C

Secondary Agreements

Type of Secondary Agreement	Primary Agreement Section Reference
Procure and contract with PMC to support the Parties in managing the design and construction procurement process and to provide construction management services for the construction phase	2(g)
Funding associated with the Options, PMC and subsequent construction phase	6(d)
Progression of Base Scope Bridging Documents (Options 1 or 2) or Final Design and Construction Phase Engineering Support (Option 3a and Option 3b)	8(b)
Agreements that will advance the goal of a unified station concept	10(e)
Finalizing which codes, standards, procedures, and guidelines apply and agree on the Authority Having Jurisdiction (“AHJ”) for the issuance of approvals and permits during the construction phase	20(c)
Design Option phase and construction agreement setting forth the roles and responsibilities of the Parties during any design Option phase	22(a) and 23(a)