



Long Island Rail Road

March 25, 2016

Gannett Fleming—AECOM Rail Road Expansion Partnership
Two Penn Plaza
Suite 552
New York, N.Y. 10121-0101

LIRR Contract- Release: Master GEC Contract No. 6168A-01-02-A - Engineering and Environmental Consultant Services for the LIRR Expansion Project from Floral Park to Hicksville – Notice of Award (NOA)

LIRR PN/Task Number: Project No. PN-TZ ; Task No. L10570

Dear Mr. Boate:

This is Release “A” to Contract No. 6168A-01-02.

The Long Island Rail Road (LIRR) accepts the final March 15, 2016 cost proposal from Gannett Fleming—AECOM Rail Road Expansion Partnership (GF/AECOM) for the above referenced Contract. GF/AECOM is hereby awarded a contract to provide services in connection with the initiative entitled “Engineering and Environmental Consultant Services for the LIRR Expansion Project from Floral Park to Hicksville” in accordance with the terms and conditions contained in:

- The General Engineering Consultants Contract #6168
- Technical Scope of Work (TSOW) attached (MLTSOW 3-23-16)
- RFP dated January 19, 2016
- RFP Addenda No. 1 through No. 8
- GF/AECOM’s Technical Proposal dated February 5, 2016, and Final Technical and Cost Proposal for Base (Outreach and EIS), and Options for Design and CPS dated March 15, 2016, as given below.

The Base Work of this contract consists of full Environmental Impact Statement Services (including necessary pre-design work) and Public Outreach, in the cost plus fixed fee, not to exceed amount of Six Million, Nine Hundred and Fifty Thousand, One Hundred and Forty dollars and No cents (\$6,950,140.00), as given below:

Direct Wages	\$ 937,892.80
Overhead (149.49%)	\$1,402,055.95
Other Direct Costs	\$ 360,814.34
Fixed Fee on Wages and Overhead (8%)	\$ 187,195.90
Subconsultants	\$3,943,865.43
Fixed Fee/G&A on Subconsultant Charges (3%)	\$ 118,315.96
TOTAL	\$6,950,140.38, say, \$6,950,140

The duration of the Base Work under this contract is 282 consecutive calendar days from this NOA, i.e. through December 31, 2016.

In addition, this contract has the following options. Should the LIRR choose to exercise these options they will be awarded via a contract modification, and their issuance is subject to funding availability. The price for each option is as follows:

Option #1: (Preliminary Design)

Direct Wages	\$1,752,724.70
Overhead (149.49%)	\$2,620,148.15
Other Direct Costs	\$ 166,681.08
Fixed Fee on Wages and Overhead (8%)	\$ 349,829.83
Subconsultants	\$1,908,107.22
Fixed Fee/G&A on Subconsultant Charges (3%)	\$ 57,243.22
TOTAL	\$6,854,734.20, say, \$6,854,734.00

NOTE: To be exercised no later than 93 days after Award. Duration of the work under this Option #1 shall be 456 days from award of Option.

Option #2: Construction Phase Services (to be negotiated based upon the proposal below)

Direct Wages	\$ 504,787.34
Overhead (149.49%)	\$ 754,606.59
Other Direct Costs	\$ 10,000.00
Fixed Fee on Wages and Overhead (8%)	\$ 100,751.51
Subconsultants	\$ 385,885.39
Fixed Fee/G&A on Subconsultant Charges (3%)	\$ 0.00
TOTAL	\$1,756,030.83, say, \$1,756,031.00

All Tasks in the Base Work and Options shall progress at the discretion of the Railroad. In addition to the receipt of the Base Award, and any Modifications to the contract, GF/AECOM shall obtain written authorization from the LIRR Project Manager prior to progressing any of the individual Tasks.

GF/AECOM is to provide the following in accordance with the RFP and GEC Contract #6168 Terms and Conditions:

- RFP Appendix 002, Work Site Security Requirements, Part 5 – Statement of Acknowledgement and Compliance with Work Site Security Requirements;
- RFP Attachment E, Standard Form of Insurance Certificate;
- Safety Plan (GEC Contract #6168, Section II-10, “Safety”) to the Project Manager and a copy to the Contractor Administrator within fifteen (15) calendar days of this NOA letter;
- Form A “Minority and Women-Owned Business Enterprises – Equal Opportunity Policy Statement (last page of attached amended Contract #6168 “Participation with Minority and Women-Owned Business Enterprises with Respect to State Contracts Requirements and Procedures”).

The “Notice to Proceed” shall be granted subject to receipt and approval of the above submissions.

GF/AECOM also is to provide the following:

- Project Specific Quality Plan (GEC Contract #6168, Section II-10 “Quality Management”) within thirty (30) days of this NOA to the Project Manager and copy to the Contract Administrator. **Note: no invoices for payment shall be approved or paid until receipt and approval of the PQP.**

All overhead and staff rates are subject to audit.

In accordance with GEC Contract #6168, the “Consultant shall not remove any personnel previously approved by the LIRR without the prior written approval the LIRR Procurement and Logistics Department.” LIRR reserves the right to request changes to personnel and sub-consultant usage.

The MTA Department of Diversity & Civil Rights (DDCR) has approved GF/AECOM’s M/WBE Plan, as follows:

Subcontractor	Subcontract Amount	Percentage of Base Work
MBE:		
KS Engineers	\$706,000	10.16%
PACO Group	\$319,869	4.60%
VJ Associates	\$25,282	0.36%
Total MBE:	\$1,051,151	15.12%
WBE:		
Matrix New World	\$12,934	0.19%
Stokes Creative Group	\$747,995	10.76%
The Calladium Group	\$308,444	4.43%
Total WBE:	\$1,069,373	15.38%

You are reminded that in accordance with the Contract Documents, you are required to submit the following during the life of the contract to MTA DDCR:

- Monthly MWBE Progress Report (Form 15A.3, attached) by the 10th of each month to the DDCRmonthlyparticipationreports@nyc.com, with a copy to the Compliance Manager, Vikas Gera at vgera@mtahq.org, reporting the payment activity (or lack of activity) for approved MWBE subcontractors during the preceding month;
- Work schedule outlining when the MWBE subcontractors will commence and complete work on the project;
- Copy of subcontract agreements with MWBE subcontractor/s no later than thirty (30) days before the subcontractor/s commence work on this project
- Form C Work Force Utilization Report (attached) on a quarterly basis.

Submittals of the aforementioned M/WBE 15A.3 reports can be sent to:

MTA Department of Diversity & Civil Rights (DDCR)
2 Broadway, 16th Floor
New York, NY 10004
Attn: Vikas Gera, Compliance Manager
Email: vgera@mtahq.org
Tel: 646-252-1352

cc: LIRR Clearing House, email ClearingHouse@lirr.org and LIRR's Project Manager, Poonam Punj,
email: poonam@lirr.org

Submittals of the aforementioned Form C Work Force Utilization reports can be sent to:

MTA Department of Diversity & Civil Rights (DDCR)
2 Broadway, 16th Floor
New York, NY 10004
Attn: Naeem Din, Deputy Director
Email: ndin@mtahq.org
Tel: 646-252-1387

In accordance with MTA policy, in the event of the contractor's willful and intentional failure to comply with the State MBE/WBE Law, the Regulations or the provisions of this contract governing MBE/WBE participation requirements, and in the event LIRR/MTA elects not to follow the procedures set forth in the paragraph below, the contractor shall be liable to LIRR/MTA for liquidated damages in an amount equal to fifty percent (50%) of the difference between the dollar amount of MBE/WBE participation set forth in the contractor's approved MBE/WBE Utilization Plan and the actual dollar amount credited by LIRR/MTA for such participation. Such a willful and intentional failure on the part of the contractor shall also constitute a breach of this contract and the LIRR/MTA may avail itself of such other remedies as are provided in the contract or at law or equity on account of such breach.

In the event LIRR/MTA determines that the contractor has failed to comply with the State MBE/WBE Law, the Regulations or this contract, including that contractor has acted in bad faith or has willfully and intentionally failed to comply with the same and elects not to enforce its rights as set forth in the paragraph above, LIRR/MTA may file a complaint with the Director ("Director") of the Division of Minority and Women's Business Development of the Empire State Development Corporation, pursuant to Executive Law, Section 316, seeking specified remedies, which include, but are not limited to, the imposition of various sanctions, fines or penalties against the contractor. The procedure and requirements with respect to filing and resolving any such complaint are set forth in the Regulations. The contractor is hereby put on notice that the penalties imposed by the Director for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a proposal to any contracting State agency, which is defined in the State MBE/WBE Law and the Regulations to include any MTA Agency, and many other non-MTA agencies, or be awarded any State agency contract for a period not to exceed one (1) year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a proposal pursuant to applicable regulations, the penalties imposed for any subsequent violation, if such violation occurs within five (5) years of the first violation, may include a determination that the contractor shall be ineligible to submit a proposal to any

contracting State agency or be awarded any State agency contract for a period not to exceed five (5) years following the final determination.

Questions related to the M/WBE program can be directed to DDCR's point of contact, Vikas Gera. See attached M/WBE "Requirements and Procedures" that apply to this contract.

All contractual activities under this contract shall be coordinated with the Contract Administrator, Ms. Andrea Savva, at the address appearing on this letterhead, telephone number 718-558-4984 or email asavva@lirr.org. All technical correspondence shall be forwarded directly to Senior Project Manager Ms. Poonam Punj at telephone number 718-558-3638 or email poonam@lirr.org or her designee.

It is required that any employees that require access to LIRR property take the LIRR Roadway Worker Protection (RWP) training prior to being allowed access on the LIRR Right-of-Way. Please contact Ms. Punj in order to schedule RWP training.

GF/AECOM and a representative of each associated subcontractor, as appropriate, shall attend a "kick-off meeting" to be scheduled in the immediate future. Your Project Manager should communicate directly with the LIRR's designated Senior Project Manager to establish a date and agenda.

GF/AECOM is advised that only the LIRR Chief Procurement & Logistics Office or his designee is authorized to change the terms and conditions of this Contract. Should GF/AECOM proceed with unauthorized changes, it does so at its own risk. Please note that no dollars shall be expended beyond this contract award amount, nor will the Rail Road be liable unless so authorized in writing by the LIRR's Chief Procurement & Logistics Office or his Contract Department designee. Also, any work that is performed outside of the scope of the contract, or modified herein, and is not approved by a duly appointed Contracting Offer, will be done at the contractor's risk.

Two original letters convey this Notice of Award. Please acknowledge your acceptance of this Contract by signing and returning one original of this letter to Ms. Andrea Savva. The other original is for your records.

Sincerely,


Dennis L. Malton
Chief Procurement and Logistics Officer

ACKNOWLEDGED: GANNETT FLEMING—AECOM RAIL ROAD EXPANSION PARTNERSHIP

BY: M.T.M. Mann
NAME: MICHAEL T. McNAMARA TITLE: VP, GANNETT FLEMING
DATE: 3-25-16

cc. E. Picca; C. Carter; R. Mack; G. Turchetto; C. Montuori; A. Savva; P. Dietlin; P. Punj; D. Betty; K. McGraw; LIRR Clearing House; V. Gera (DDCR); M. Villa (RIM)