

**The Metropolitan Transportation Authority
Acting By
The MTA Capital Construction Company**



MTA CONTRACT #6240

**DESIGN-BUILD SERVICES
FOR
LIRR EXPANSION PROJECT
FROM FLORAL PARK TO HICKSVILLE**

CONFORMED DOCUMENTS

**VOLUME 1
DESIGN-BUILD AGREEMENT**

JANUARY 8, 2018

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DESIGN-BUILD AGREEMENT

Contract No. 6240

County of Nassau

THIS DESIGN-BUILD AGREEMENT, entered into this 29th day of December, 2017, by The MTA Capital Construction Company acting on behalf of The Metropolitan Transportation Authority, hereinafter referred to as “MTA”, and 3rd Track Constructors, a joint venture consisting of John P. Picone, Inc., Dragados USA, Inc., Halmar International LLC, and CCA Civil, Inc., hereinafter referred-to as the “Design-Builder”, the location of whose principal office is 810 Seventh Avenue, 9th Floor, New York, New York 10019.

The Design-Builder was selected pursuant to a Request for Proposals issued by MTA’s subsidiary The Long Island Rail Road Company (the “Railroad”).

MTA and the Design-Builder, for the consideration hereinafter named, agree as follows:

ARTICLE 1. DEFINITIONS

Each term defined in the preamble of this Agreement has its assigned meaning, and each term defined in the body of this Agreement, in General Provisions GP 1.02 or elsewhere in the Contract Documents has the meaning therein assigned to it. References in Volumes 3 through 10 of the Contract Documents to “Railroad” shall be deemed to refer to MTA except in reference to documents issued by the Railroad or to which the Railroad is a party, to Railroad property or to Railroad standards, rules and operations or when referring to both MTA and the Railroad.

ARTICLE 2. COMPENSATION

Article 2.1. Contract Price

As full compensation for the Work, MTA shall pay the Design-Builder a lump sum of One Billion Four Hundred Fifty Seven Million One Hundred Seventeen Thousand Nine Dollars and Ninety Nine Cents (\$1,457,117,009.99) (the “Contract Price”), which is the total lump sum price proposed by the Design-Builder for the Project as agreed to by MTA. The Contract Price may be subject to adjustment from time to time for allowance costs and by Change Orders. The Contract Price excludes compensation for the Completion Option Work and the Parking Structure Option Work. If MTA exercises the Completion Option, then the Contract Price will be increased by the lump sum price for the Completion Option Work set forth in the Completion Option annexed hereto as Exhibit A. If MTA exercises any of the Parking Structure Options, then the Contract Price will be increased by the applicable lump sum price or prices set forth in the Parking Structure Options annexed hereto as Exhibit B for the exercised Parking Structure Option or Options.

The Contract Price includes the following allowances:

Hazardous Materials/ACM and Lead Based Paint Allowance (\$10,000,000), for: (i) the incremental increased costs of staging, handling, transportation and disposal of unanticipated excavated Hazardous Materials as required by TP 2.7.14 above the costs that would have been incurred for non-Hazardous Materials; and (ii) the incremental increased costs of abatement and disposal of asbestos containing materials and lead based paint as required by TP 2.8 above the costs that the Design-Builder otherwise would have incurred; in each case calculated on a time

and material basis in accordance with GP 5.01E.2.r or on the basis of a fixed negotiated price in MTA's Project Manager's sole discretion; and

Community Benefits Fund Allowance (\$20,000,000), for costs as provided in GP 13.01.

Unless otherwise provided in the Contract Documents:

- .1 the Design-Builder's overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price and not in the allowances;
- .2 no cost may be charged to an allowance without MTA's written approval;
- .3 no cost may be charged to an allowance if the Design-Builder would have been required to incur such cost notwithstanding the work covered by the allowance;
- .4 notwithstanding any other provision of the Contract Documents, no Compensable Delay relief will be granted to the Design-Builder on account of Work covered by the Hazardous Materials/ACM and Lead Based Paint Allowance amount except to the extent the allowance amount of \$10,000,000 is exceeded;
- .5 no cost may be charged to the Hazardous Materials/ACM and Lead Based Paint Allowance for staging, handling, transportation or disposal of Hazardous Materials, or the abatement and disposal of asbestos containing materials and lead based paint, if such activities were required as a result of an Alternative Technical Concept;
- .6 no cost may be charged to the Hazardous Materials/ACM and Lead Based Paint Allowance for staging, handling, transportation or disposal of Hazardous Materials, or the abatement and disposal of asbestos containing materials and lead based paint located on property acquired or leased by the Design-Builder;
- .7 no cost may be charged to the Hazardous Materials/ACM and Lead Based Paint Allowance to address Hazardous Materials brought to a Site by the Design-Builder or released as a result of the negligence of the Design-Builder, a Subcontractor or any other person for whose acts the Design-Builder is responsible;
- .8 the cost of testing and excavation of suspected or actual Hazardous Materials is included in the Contract Price and no such cost may be charged to the Hazardous Materials/ACM and Lead Based Paint Allowance;
- .9 the cost of staging, handling, transporting or disposing of non-Hazardous Materials, including without limitation, contaminated materials, non-contaminated materials, rock, construction debris and other materials in performance of the Work is included in the Contract Price and no such cost may be charged to the Hazardous Materials/ACM and Lead Based Paint Allowance; and
- .10 if costs properly charged to an allowance are more than or less than allowance amount, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between such actual costs and the allowance amount.

Article 2.2. Executory Clause

In accordance with Section 41 of the New York State Finance Law, this Contract shall be deemed executory only to the extent of money available to MTA for the performance of the terms hereof and no liability on account thereof shall be incurred by MTA beyond moneys available for the purpose thereof.

ARTICLE 3. CONTRACT TIME

Article 3.1. Limited Notice to Proceed

MTA shall issue the Limited Notice to Proceed (LNTP) to the Design-Builder upon submission by the Design-Builder and approval by MTA of all required bonds, insurance documentation and schedules, and compliance with all other pre-LNTP requirements of the Technical Provisions applicable to the Pre-construction Work. Upon receipt of the LNTP, the Design-Builder shall: (a) proceed promptly with Pre-construction Work; and (b) commence construction of the Early Start Work (no later than the months for such commencement indicated in Exhibit D annexed hereto or as otherwise agreed by MTA and the Design-Builder) and perform the Early Start Work continuously until completion. MTA and the Design-Builder shall work together to identify additional items of Early Start Work and refine Exhibit D in order to maximize opportunities for accomplishing Work early in the overall duration for the Work and achieve timely completion of all Work. After commencement, the Design-Builder shall use best efforts to advance the Early Work to points that will demonstrate to the public, at the earliest possible times, tangible progress in construction of permanent physical Work and the commitment of the Design-Builder and MTA to meet the time and other requirements of the Contract Documents.

Article 3.2. Notice To Proceed

MTA shall issue the Notice to Proceed (NTP) to the Design-Builder nine months after issuing the Limited Notice to Proceed; provided, however, that upon request of the Design-Builder MTA, in its sole discretion, may issue the NTP to the Design-Builder earlier than nine months after issuing the LNTP. The Design-Builder shall comply with all pre-NTP requirements of the Technical Provisions within nine (9) months after issuance of the LNTP. Receipt of the Notice to Proceed authorizes the Design-Builder to proceed with all Work, subject to compliance with all requirements of the Contract Documents. The Design-Builder shall prosecute the Work so that it shall be performed and completed within the times set forth in Articles 3.3 through 3.8.

Article 3.3. Maximum Durations of Road Closures

Partial road closure for the Grade Crossing at New Hyde Park Road shall not exceed 270 Calendar Days. Full road closure for each Grade Crossing other than the Grade Crossing at New Hyde Park Road shall not exceed 180 Calendar Days.

Article 3.4. Completion of Grade Crossings

The Design-Builder shall complete all Work on the Grade Crossings at Covert Avenue and Urban Avenue (other than minor punch-list work) by December 31, 2019; and shall complete all Work at the Grade Crossings at New Hyde Park Road, South 12th Street and Main Street (other than minor punch list work) by December 31, 2020. The start of road closures in connection with Work on Grade Crossings shall be permitted only as set forth in the Technical Provisions.

Article 3.5. Completion of Parking Structures

The Design-Builder shall complete the Mineola Harrison Avenue parking structure described in the Technical Provisions 3.14 – Parking Structures within two (2) years (731 Calendar Days) after receipt of the NTP.

Article 3.6. Heavy Construction Completion Milestone

The Design-Builder shall complete all Heavy Construction within 1,446 Calendar Days after receipt of the NTP.

Article 3.7. Project Substantial Completion

The Design-Builder shall achieve Substantial Completion of all Work within 180 Calendar Days after completing all Heavy Construction.

Article 3.8. Project Final Completion

The Design-Builder shall achieve Final Completion of all Work within 180 Calendar Days after Substantial Completion.

Final Completion shall be final and conclusive except for: defects not readily ascertainable by MTA; actual or constructive fraud; gross mistakes amounting to fraud; other errors which the Design-Builder knew or should have known about; or MTA’s rights under any Warranty or guarantee.

Article 3.9. Extension of Time

No extension of any time requirement of the Contract shall be effective unless in writing signed by MTA. Any extension shall be for such time and upon such terms as shall be fixed by MTA.

Notice of application for any such extension shall be filed with MTA’s Project Manager at least 15 days prior to the expiration of the time sought to be extended and shall comply with all other notice requirements of the Contract Documents.

ARTICLE 4. INCENTIVE PAYMENTS FOR EARLY RE-OPENING OF ROADS

MTA shall pay a Road Re-opening Incentive Payment to the Design-Builder if the Design-Builder re-opens a road closed for Work at a Grade Crossing earlier than the applicable maximum road closure duration provided in Article 3.3. The amount of each Road Closure Incentive Payment shall equal \$250,000 per week for the number of full weeks of such early re-opening; provided, however, that the total of all Road Re-opening Incentive Payments shall not exceed \$2,000,000.

ARTICLE 5. WORK TO BE DONE

The Design-Builder shall furnish all the materials, appliances, tools, and labor of every kind required, and construct and complete in a skillful manner, the design, construction, improvement or reconstruction of the Project on or before the dates defined above in Article 3 and as specifically identified and shown in the scope of Work identified in the Contract Documents, except for: (i) the Completion Option Work (if MTA does not exercise the Completion Option); and (ii) the Parking Structure Option Work (to the extent that MTA does not exercise the Parking Structure Options).

MTA may exercise the Completion Option and any or all of the Parking Structure Options by written notice sent to the Design-Builder in each case on or before the applicable exercise deadline set forth below:

<u>Option</u>	<u>Exercise Deadline</u>
Completion Option	January 4, 2021
Parking Structure Option 1 (Mineola Second Street)	January 4, 2021
Parking Structure Option 2 (Westbury North)	January 24, 2021
Parking Structure Option 3 (Westbury South)	January 4, 2021

Parking Structure Option 4
(Hicksville)

February 21, 2021

If MTA wishes to exercise the Completion Option or any of the Parking Structure Options after the applicable exercise deadline, MTA may request a proposal from the Design-Builder addressing the price and schedule impacts of such exercise and the Design-Builder shall submit a proposal and negotiate with MTA in good faith to reach agreement on such impacts. If agreement is reached, MTA and the Design-Builder shall execute a Change Order documenting such agreement and MTA may exercise the option in accordance with such Change Order.

The Work to be done by the Design-Builder shall include the Completion Option Work if MTA exercises the Completion Option and shall include the Parking Structure Option Work if and to the extent that MTA exercises the Parking Structure Options.

ARTICLE 6. LICENSING

Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by professionals licensed in accordance with such articles.

ARTICLE 7. DOCUMENTS FORMING THE CONTRACT

The documents forming the Contract are: (i) this conformed Design-Build Agreement (Volume 1) dated December 29, 2017; (ii) the following additional volumes:

- Volume 0: Instructions to Proposers (conformed, dated June 8, 2017)
- Volume 2: General Provisions (conformed, dated December 29, 2017)
- Volume 3: Technical Provisions (conformed, dated December 27, 2017)
- Volume 4: Utility Requirements (conformed, dated December 27, 2017)
- Volume 5: Technical Specifications (conformed, dated December 27, 2017)
- Volume 6: Environmental Compliance Plan (conformed, dated December 27, 2017)
- Volume 7: Contract Drawings (conformed, dated December 27, 2017)
- Volume 8: Directive Drawings (conformed, dated December 27, 2017)
- Volume 9: Standards (conformed, dated December 27, 2017)
- Volume 10: Existing Conditions Data (conformed, dated December 27, 2017)
- Volume 11: Addenda and Term Sheet (conformed, dated December 27, 2017)

(iii) approved Alternative Technical Concepts and the Design-Builder's Proposal, Revised Proposal and additional revisions as accepted by MTA set forth in Exhibit C annexed hereto; and (iv) those other documents set forth in or referenced in the definition of "Contract Documents" as set forth in GP 1.02. Volumes 1 through 10 have been conformed to reflect all revisions made in the Addenda and Term Sheet contained in Volume 11 and subsequent negotiations of the parties. Any undertakings by the Design-Builder in Exhibit C that are more advantageous to MTA or the Railroad or confer additional benefits to MTA or the Railroad beyond the requirements of the other Contract Documents constitute binding obligations of the Design-Builder, except that the Design-Builder is not obligated to comply with undertakings of the Proposal dated July 20, 2017, that exceed requirements of the other Contract Documents to the extent that such requirements were modified by Addendum No. 7 or a subsequent Addendum. Nothing in Exhibit C shall be deemed to waive or modify any requirements of the other Contract Documents except as specifically set forth in the Alternative Technical Concept approvals referenced in Exhibit C.

ARTICLE 8. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PROGRAM/ SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISE PROGRAM

The Design-Builder shall comply with the Minority and Women Owned Business Enterprise Program requirements contained in Appendix A to the General Provisions and the participation goals of 15% for MBE and 15% for WBE as defined therein.

The Design-Builder shall comply with the Service Disabled Veteran Owned Business Enterprise Program requirements contained in Appendix E to the General Provisions and the participation goal of 6% for SDVOB as defined therein.

ARTICLE 9. EXAMINATION OF DOCUMENTS AND SITE

The Design-Builder represents and warrants that before submitting its Proposal it carefully examined the Contract Documents together with the Sites of the proposed Work and the surrounding territory. The Design-Builder further agrees it is informed regarding all of the conditions affecting the Work to be done and labor and materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations on, over, or under the Site, and that its information was secured by personal and other investigation and research.

ARTICLE 10. ALTERATIONS AND OMISSIONS

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to MTA other than the consideration named in this Contract.

MTA reserves the right, at any time during the progress of the Work, to alter the scope of the Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest. This right includes making allowances for additions and deductions, with compensation made in accordance with the Contract Documents for the altered or omitted Work.

ARTICLE 11. PERIODIC PAYMENTS

The Design-Builder agrees to the terms for periodic payments described in GP 4.03 – PROGRESS PAYMENTS.

ARTICLE 12. FINAL PAYMENT

The Design-Builder agrees to the terms for final payment described in GP 4.04 – FINAL PAYMENT.

ARTICLE 13. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

It is further mutually agreed that if at any time during the prosecution of the Work MTA shall determine that the Work is not being performed according to the Contract, or for the convenience of MTA or the Railroad, MTA may proceed in any of the following ways:

- 1) Temporarily suspend the execution of the Work by the Design-Builder, and MTA may then proceed with the Work under its own direction in such manner as will accord with the Contract Documents and be for the best interests of MTA or the Railroad; or
- 2) Terminate the Design-Builder's Contract with or without default while it is in progress, and thereupon proceed with the Work by a new contract negotiated or publicly advertised, by the use of its own forces, by calling upon the Surety to complete the Work in accordance with the Contract Documents (in the case of termination for Design-Builder default) or by a combination of any such methods; or
- 3) Cancel the Contract and re-advertise; or

4) Complete the Work under MTA's direction in such a manner as will accord with the Contract Documents and be for the interests of MTA or the Railroad.

In the event of suspension with or without default, the rights and obligations of the parties shall be governed by GP 3.07 Temporary Suspension.

In the event of termination without default or for default of the Design-Builder, the rights and obligations of the parties shall be governed by GP 8.01 Termination for Convenience or GP 8.02 Design-Builder's default, respectively.

ARTICLE 14. DETERMINATION AS TO VARIANCES

In any case of any ambiguity in the Contract Documents or between any of the various parts of the Contract Documents, the matter must be immediately submitted to MTA's Project Manager, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 15. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 16. PROJECT ORGANIZATION

Article 16.1 MTA's Project Organization

The following information is the contact information for MTA's Project Manager. MTA's Project Manager will serve as the main point of contact for the Design-Builder. All notices should be sent to MTA's Project Manager at the following address:

Name: Mark Roche

Address: 2 Broadway
New York, New York 10004

Telephone number: 212-878-7459

Fax number: 646-252-2266

Email address: [REDACTED]@mtahq.org

Article 16.2. Design-Builder's Project Organization

The following information is the contact information for the Design-Builder's Project Executive. The Design-Builder's Project Executive will serve as the main point of contact for MTA. All notices should be sent to the Design-Builder's Project Executive at the following address:

Name: Robert Wessels

Address: 810 Seventh Avenue, 9th Floor
New York, New York 10019

Telephone number: 516-239-1600 ext. 2253

Fax number: 516-239-1757

Email address: [REDACTED]@johnpicone.com

ARTICLE 17. INSURANCE PROGRAM

The Design-Builder shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this Contract including any extensions or renewals until Final Acceptance of the

Work, the policies of insurance set forth in General Provisions GP 7.06 and GP Appendix B, covering all operations under the Contract, whether performed by it or its Subcontractors.

ARTICLE 18. LIQUIDATED DAMAGES

It is important that the Work be pursued vigorously to completion. TIME IS OF THE ESSENCE with respect to all time requirements of the Contract. The public is subject to detriment and inconvenience when use of infrastructure cannot be made because of incomplete Work.

The Design-Builder shall perform and complete the activities identified below in accordance with the time requirements specified and if the Design-Builder fails to perform and complete the Work in accordance with such requirements the Design-Builder shall be liable to MTA for and shall promptly pay to MTA the liquidated damages set forth in the table below; provided, however, that the Design-Builder’s total liability for liquidated damages set forth in items 1 through 5 in the table below shall not exceed [REDACTED]. Payment of such liquidated damages shall constitute the Design-Builder’s sole obligation to MTA and the Railroad for failure to meet such requirements; provided, however, that nothing in this Article 18 shall limit MTA’s right to terminate the Contract for default including, without limitation, default in failing to meet any time requirement.

Activity	Time Requirement	Liquidated Damages
1. Road closure at Grade Crossings/re-opening for service	Road closure at New Hyde Park Road not to exceed 270 Calendar Days and road closure at each other Grade Crossing not to exceed 180 Calendar Days	[REDACTED] for each Calendar Day of extended road closure, per location after expiration of the Liquidated Damages Grace Period
2. Completion of Grade Crossings	December 31, 2019 (Covert Avenue and Urban Avenue) and December 31, 2020 (New Hyde Park Road, South 12 th Street and Main Street)	[REDACTED] for each Calendar Day of delay in completion, per Grade Crossing after expiration of the Liquidated Damages Grace Period
3. Completion of Mineola Harrison Avenue parking structure	731 Calendar Days after NTP	[REDACTED] for each Calendar Day of delay in completion after expiration of the Liquidated Damages Grace Period

4. Heavy Construction Completion Milestone	1,446 Calendar Days after NTP	[REDACTED] for each Calendar Day of delay in achieving the Heavy Construction Completion Milestone after expiration of the Liquidated Damages Grace Period
5. Project Substantial Completion	180 Calendar Days after completion of Heavy Construction	[REDACTED] for each Calendar Day of delay in Substantial Completion
6. Late return of track after single track weekday outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for first hour or partial hour of delay in return and \$17,000 for each hour or partial hour thereafter
7. Late return of track after single track weekend outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for first hour or partial hour and [REDACTED] for each hour or partial hour thereafter
8. Late return of track after double track weekend outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for each hour or partial hour

ARTICLE 19. RELIEF EVENTS AND COMPENSATION EVENTS

The Design-Builder may be entitled to relief from the time requirements of the Contract Documents and/or adjustment of the Contract Price on account of the following “Relief Events” or “Compensation Events” meaning any of the following events (each an “Event”), subject to all limitations, submission requirements and other conditions set forth in the Contract Documents, and provided that no relief will be available to the extent that (a) the event is within the Design-Builder’s control, or is due to any wrongful act, wrongful omission, negligence, recklessness, willful misconduct or violation of law on the Design-Builder’s part; or (b) the event could have been avoided by the exercise of reasonable caution, due diligence or other reasonable efforts by the Design-Builder:

- (i) Differing Site Conditions (as provided in GP 2.15);
- (ii) Excusable Delay (as provided in GP 3.04A);
- (iii) Compensable Delay (as provided in GP 3.06);
- (iv) Change in Law (as provided in GP 5.01);
- (v) MTA Changes (as provided in GP 5.01); and
- (vi) Adjustment for Contract Price Allowance costs (as provided in GP 5.04).

If at any time the Design-Builder determines that a Relief Event or Compensation Event has occurred, the Design-Builder shall notify MTA in accordance with the applicable clauses of the General Provisions or, if no other clause of the General Provisions applies then in accordance with GP 9.01E.

Such notice is a condition precedent to any relief or adjustment of compensation and failure to give such notice shall constitute a waiver of any right or claim to relief or adjustment.

If, following the issuance of the required notice, the Design-Builder receives or becomes aware of any further information relating to the Event and/or delay in performance or failure to perform, it shall submit such further information to MTA not later than seven Calendar Days of Design-Builder's receipt or knowledge as the case may be. MTA may request from the Design-Builder any further information that MTA may reasonable require, and the Design-Builder shall promptly supply such information.

ARTICLE 20. ADDITIONAL TRACK OUTAGES

The Design-Builder hereby agrees that the track outages parameters in the Technical Provisions are adequate for the timely performance of the Work. In the event that any additional track outages are required to complete the Work, the outages shall be limited to the weekends selected in MTA's sole and absolute discretion, and the Design-Builder shall promptly reimburse MTA for the weekend outage as follows:

Track Outage	Reimbursement
Each Additional Double Track Weekend Outage (Saturday 0000h - Monday 00000h = 48 hours)	\$1,750,000/outage

ARTICLE 21. INDEPENDENT CONTRACTOR

The Design-Builder agrees to the terms as an Independent Contractor described in GP 2.10, Independent Contractor.

ARTICLE 22. NO CONFLICT OF INTEREST

The Design-Builder hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Design-Builder obtained or appeared to obtain an unfair competitive advantage; or (3) compromise the interests of MTA or the Railroad.

The Design-Builder further agrees that the Contract was secured without collusion or fraud and that neither any officer nor employee of MTA or of the Railroad has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law.)

ARTICLE 23. SELF PERFORMANCE

Design-Builder Self Performance.

The Design-Builder shall perform with its own organization Contract Work amounting to not less than **TWENTY PERCENT (20%)** of the original total Contract Price. The Design-Builder's own organization shall be construed to include only workers employed and paid directly by the Design-Builder and equipment owned or rented by it, with or without operators. The Design-Builder's own organization does not include employees or equipment of a Subcontractor, assignee, or agent of the Design-Builder and/or its Principal Participants.

The Contract amount upon which the **TWENTY PERCENT (20%)** requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Design-Builder under the Contract provisions.

ARTICLE 24. WRITTEN NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed to the individuals or titles named in the Contract documents, or which are designated by the Design-Builder or MTA at the pre-construction meeting, or which are designated by MTA or the Design-Builder from time to time during the course of the Contract pursuant to Paragraph 3 herein.

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen Calendar Days' written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 25. CONTRACT PAYMENTS

Contract payments shall be made as set out in the General Provisions, Chapter 4 – Price and Payments.

ARTICLE 26. DESIGN-BUILDER RESPONSIBILITY

1. The Design-Builder shall at all times during the Contract term remain responsible. The Design-Builder agrees, if requested by MTA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. MTA, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Design-Builder. In the event of such suspension, the Design-Builder will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Design-Builder must comply with the terms of the suspension order. Contract activity may resume at such time as the Railroad issues a written notice authorizing a resumption of performance under the Contract.

3. Upon written notice to the Design-Builder, and a reasonable opportunity to be heard with appropriate MTA officials or staff, the Contract may be terminated by MTA at the Design-Builder's expense where the Design-Builder is determined by MTA to be non-responsible. In such event, MTA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

ARTICLE 27. WAIVER OF CONSEQUENTIAL DAMAGES

The Design-Builder waives any claims against MTA, and MTA waives any claim against the Design-Builder, for indirect, incidental or consequential damages arising from or relating to the Contract or the Work, including but not limited to lost profits, lost use, lost opportunity or capital or financing costs, regardless of whether such damages arise through tort (including negligence), contract, statute or other theory of liability; provided, however, that the foregoing waiver shall not apply to the Design-Builder's obligation to pay liquidated damages pursuant to the provisions of the Contract or to either party's obligation to indemnify the other for third-party claims pursuant to the terms of the Contract.


ARTICLE 28. COMMITMENT TO PROJECT VILLAGES

Annexed hereto as Exhibit E is a summary of certain commitments by the Railroad to Project Villages regarding design and construction of the Project. The Design-Builder agrees to work with MTA with respect to such commitments as provided in Exhibit E.

IN WITNESS WHEREOF, this Contract has been executed by MTA, and the Design-Builder or its appointed representative, which has executed this Contract on the day and year first written above.

The Metropolitan Transportation Authority

3rd Track Constructors, a joint venture consisting of John P. Picone, Inc., Dragados USA, Inc., Halmar International LLC, and CCA Civil, Inc.



David K. Cannon

Jose Miguel Ibanez

Title: Senior Director and Chief Procurement Officer
MTA Capital Construction Company

Title: Authorized Representative of the Joint Venture

Date: January 8, 2018

Date: JANUARY 8th, 2018

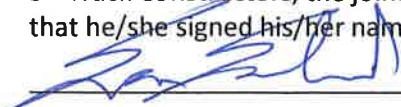
Acknowledgment by Design-Builder, if a joint venture

STATE OF NEW YORK

ss.:

COUNTY OF New York

On this 8 day of January, 2018 before me personally came to me known, who being duly sworn, did depose and say that he/she resides in that he/she is the Authorized Representative of 3rd Track Constructors, the joint venture described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by Power of Attorney granted by that joint venture.



Notary Public

[Faint notary seal and date stamp]
2/17/18

EXHIBIT A
COMPLETION OPTION

1. The terms and conditions set forth in this Exhibit A - Completion Option, inclusive of Exhibits A-1 and A-2, shall apply if MTA exercises the Completion Option.
2. The Design-Builder shall construct and complete all Work described in this Exhibit A.
3. As full compensation for the Completion Option Work, MTA shall pay the Design-Builder the lump sum price of Two Hundred Seventy Million Six Hundred Eight Thousand Four Hundred Ninety Nine Dollars and Zero Cents (\$270,608,499.00) and the Contract Price shall be adjusted to include this amount.
4. Article 3.6 of the Agreement and the definition of "Heavy Construction" in GP 1.02 shall be deleted. If MTA exercises the Completion Option on or before July 2, 2020, then the following provision shall be added to the Agreement:

Article 3.6 Construction Completion

The Design-Builder shall achieve Construction Completion within 1,446 Calendar Days after receipt of the NTP issued pursuant to Article 3.2 of this Agreement.

If MTA exercises the Completion Option after July 2, 2020, and no later than January 4, 2021, then the following provision shall be added to the Agreement:

Article 3.6 Construction Completion

The Design-Builder shall achieve Construction Completion within 1,630 Calendar Days [or shorter duration if agreed based on exercise between 7/3/20 and 1/4/21] after receipt of the NTP issued pursuant to Article 3.2 of this Agreement.

5. Article 3.7 of the Agreement shall be deleted and the following provision shall be added to the Agreement:

Article 3.7 Project Substantial Completion

The Design-Builder shall achieve Substantial Completion of all Work within 180 Calendar Days after Construction Completion.

6. GP 1.02 shall be amended to add the following: "Construction Completion. As defined in GP 3.03."

7. The title of GP 3.03 shall be amended to read "CONSTRUCTION COMPLETION, POSSESSION PRIOR TO CONSTRUCTION COMPLETION, SUBSTANTIAL COMPLETION AND FINAL COMPLETION" and GP 3.03A shall be amended to delete the term "Substantial Completion" and replace it with the term "Construction Completion".

8. GP 3.03 shall be further amended to add the following:

B. Construction Completion:

Construction Completion is the stage in the progress of the Work when all track, stations, platforms and systems (including power, signal, communications and life safety) are complete and commissioned, temporary certificates of occupancy have been issued for the new stations and parking structures, the new third track can be operated legally, safely and reliably at the level of service required by the Contract Documents, and all operating manuals and other documentation required for operation have been delivered to MTA, all as verified by MTA's inspection. A further description of the Work that must be completed to achieve Construction Completion is set forth in the Design-Build Agreement, Exhibit A-2. Work set forth in the Completed Activities column of Exhibit A-2 must be completed to achieve Construction Completion; Work set forth in the Uncompleted Activities column is not required to be completed to achieve Construction Completion. Anything herein to the contrary notwithstanding, commencement of revenue service shall not be deemed acceptance of the Work.

The Design-Builder shall notify MTA in writing (i) forty-five (45) days before the anticipated date of Construction Completion and (ii) when such Work has advanced to the point of Construction Completion, and MTA shall conduct an inspection within thirty (30) days after receipt of the second notice to determine whether or not Construction Completion has been achieved. When MTA considers the Work to have achieved Construction Completion, MTA will deliver to the Design-Builder written notice that Construction Completion has been achieved. "Construction Completion" shall be deemed effective upon MTA's issuance of such notice.

9. GP 3.03B shall be re-numbered as GP 3.03C, and the first paragraph thereof shall be deleted and replaced with the following:

Substantial Completion is the stage in the progress of the Work where the Work has been completed to a point that it can be used for its intended purposes. The items upon which the issuance of a Certificate of Substantial Completion is contingent include, but are not limited to: (i) fabrication, delivery and installation of all switches forming part of the Work, (ii) commissioning of all systems (whether mechanical, electrical, structural or otherwise) forming part of the Work, (iii) issuance to MTA of all permits, licenses, certificates of completion, compliance or occupancy covering the Work required from any governmental authority, and (iv) delivery by the Design-Builder's Design Professional(s) to MTA of a certificate, in form and substance satisfactory to MTA, that all Work is substantially complete and has been performed in accordance with the design documents released for construction as approved by MTA and any revisions or supplements to such documents approved by MTA.

10. GP 3.03C shall be re-numbered as GP 3.03D and GP 3.03D shall be re-numbered as GP 3.03E.

11. The table in Article 18 of the Agreement - Liquidated Damages shall be deleted and the following table shall be added in its place, with the Time Requirement for item 4 – Construction Completion stated as either 1,446 Calendar Days after NTP or 1,630 Calendar Days [or shorter duration if agreed based on exercise between 7/3/20 and 1/4/21] after NTP depending on the date of exercise of the Completion Option.

Activity	Time Requirement	Liquidated Damages
1. Road closure at Grade Crossings/re-opening for service	Road closure at New Hyde Park Road not to exceed 270 Calendar Days and road closure at each other Grade Crossing not to exceed 180 Calendar Days:	[REDACTED] for each Calendar Day of extended road closure, per location after expiration of the Liquidated Damages Grace Period
2. Completion of Grade Crossings	December 31, 2019 (Covert Avenue and Urban Avenue) and December 31, 2020 (New Hyde Park Road, South 12 th Street and Main Street)	[REDACTED] for each Calendar Day of delay in completion, per Grade Crossing after expiration of the Liquidated Damages Grace Period
3. Completion of Mineola Harrison Avenue parking structure	731 Calendar Days after NTP	[REDACTED] for each Calendar Day of delay in completion per parking structure after expiration of the Liquidated Damages Grace Period
4. Construction Completion	1,446 Calendar Days after NTP (if Completion Option is exercised on or before July 2, 2020); - or - 1,630 Calendar Days after NTP (if Completion Option is exercised after July 2, 2020, and on or before January 4, 2021) [or shorter duration if agreed based on exercise between 7/3/20 and 1/4/21].	[REDACTED] for each Calendar Day of delay in Construction Completion after expiration of the Liquidated Damages Grace Period
5. Project Substantial Completion	180 Calendar Days after Construction Completion	[REDACTED] for each Calendar Day of delay in Substantial Completion

6. Late return of track after single track weekday outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for first hour or partial hour of delay in return and \$17,000 for each hour or partial hour thereafter
7. Late return of track after single track weekend outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for first hour or partial hour and [REDACTED] for each hour or partial hour thereafter
8. Late return of track after double track weekend outage	See Technical Provisions 1.22, Railroad Operations	[REDACTED] for each hour or partial hour

12. The Design-Builder shall provide written confirmation to MTA that the performance and payment bonds previously furnished by the Design-Builder to MTA pursuant to GP Chapter 6 cover the Completion Option Work. If, at the time that the Completion Option is exercised, the penal sum of said bonds is less than fifty percent (50%) of the value (based on the Contract Price with all prior adjustments as increased by the Completion Option) of all Work that has not been accepted by MTA, then the Design-Builder shall increase the penal sum of the bonds to equal fifty percent (50%) of such value.

13. TP 1.22.19.A.4 shall be revised to increase the number of Mainline double track outages to a number to be agreed upon by MTA and the Design-Builder depending on the date of exercise of the Completion Option.

14. TP 4.6 Base Contract Work Closeout shall be deleted.

* * *

EXHIBIT A-1

COMPLETION OPTION WORK BREAKDOWN

LINE	WORK ITEM	DETAILS & COMMENTS
	LEGEND	
	Line: Line number provided for convenience and reference only. Note that line numbers are not sequential.	
	SUPERIOR HEADINGS, shown thusly: Identify major areas of work.	
	Secondary Headings, shown thusly: Subset of the area of work set out in the superior heading.	
	NOTE that the stationing on drawings is based on the stationing shown in the 3TC Proposal.	
7	SITE PREPARATION AND DEMOLITION	
55		COMPLETION OPTION
64	STRUCTURES	
65	Roadway Bridges	
69	LIRR Oyster Bay Line and Hinck Way over Willis Avenue	COMPLETION OPTION
70	Front Street over Willis Avenue	COMPLETION OPTION
72	Undergrade Crossings	
75	LIRR over Willis Avenue	COMPLETION OPTION
76	LIRR Oyster Bay Line and Hinck Way over Willis Avenue	COMPLETION OPTION
77	LIRR Main Line over School Street	COMPLETION OPTION
91	Retaining Walls	
		For the avoidance of doubt, all retaining walls will be constructed, backfilled and completed under the base Contract. The Completion Option includes application of anti-graffiti coating.
92	Floral Park to New Hyde Park Station (14.5 and 15.5) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
93	Floral Park to New Hyde Park Station (14.5 and 15.5) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
94	New Hyde Park Station Merillon Station (15.5 to 16.9 at Denton Ave inclusive) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
95	New Hyde Park Station Merillon Station (15.5 to 16.9 at Denton Ave inclusive) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
96	Merillon Station to Mineola Station (16.9 Denton Avenue to approx. 17.9 Herricks Road inclusive) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
97	Merillon Station to Mineola Station (16.9 Denton Avenue to approx. 17.9 Herricks Road inclusive) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
98	Mineola Station to Carle Place Station (17.9 Herricks Road to 19.9 Glen Cove Road inclusive) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
99	Mineola Station to Carle Place Station (17.9 Herricks Road to 19.9 Glen Cove	COMPLETION OPTION: Apply anti-graffiti coating to walls.

LINE	WORK ITEM	DETAILS & COMMENTS
	Road inclusive) NORTH SIDE	
100	Carle Place Station to Westbury Station (19.9 to 21.0 Ellison Avenue inclusive) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
101	Carle Place Station to Westbury Station (19.9 to 21.0 Ellison Avenue inclusive) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
102	Westbury Station to Hicksville Station (21.0 Ellison Avenue to 23.3 at Wantagh Parkway) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
103	Westbury Station to Hicksville Station (21.0 Ellison Avenue to 23.3 at Wantagh Parkway) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
104	Vicinity of Hicksville Station(23.3 Wantagh Parkway to eastern end of Project) SOUTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
105	Vicinity of Hicksville Station(23.3 Wantagh Parkway to eastern end of Project) NORTH SIDE	COMPLETION OPTION: Apply anti-graffiti coating to walls.
107	Sound Attenuation Barriers	
108	Floral Park to New Hyde Park Station (14.5 and 15.5) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
109	Floral Park to New Hyde Park Station (14.5 and 15.5) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
110	New Hyde Park Station Merillon Station (15.5 to 16.9 at Denton Ave inclusive) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
111	New Hyde Park Station Merillon Station (15.5 to 16.9 at Denton Ave inclusive) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
112	Merillon Station to Mineola Station (16.9 Denton Avenue to approx. 17.9 Herricks Road inclusive) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
113	Merillon Station to Mineola Station (16.9 Denton Avenue to approx. 17.9 Herricks Road inclusive) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
114	Mineola Station to Carle Place Station (17.9 Herricks Road to 19.9 Glen Cove Road inclusive) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
115	Mineola Station to Carle Place Station (17.9 Herricks Road to 19.9 Glen Cove Road inclusive) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.

LINE	WORK ITEM	DETAILS & COMMENTS
116	Carle Place Station to Westbury Station (19.9 to 21.0 Ellison Avenue inclusive) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
117	Carle Place Station to Westbury Station (19.9 to 21.0 Ellison Avenue inclusive) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
118	Westbury Station to Hicksville Station (21.0 Ellison Avenue to 23.3 at Wantagh Parkway) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
119	Westbury Station to Hicksville Station (21.0 Ellison Avenue to 23.3 at Wantagh Parkway) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
120	Vicinity of Hicksville Station(23.3 Wantagh Parkway to eastern end of Project) SOUTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
121	Vicinity of Hicksville Station(23.3 Wantagh Parkway to eastern end of Project) NORTH SIDE	COMPLETION OPTION: Construct sound attenuation walls and apply anti-graffiti coating.
123	CIVIL, HIGHWAYS, AND PARKING	
127	Main Street UG Crossing	COMPLETION OPTION
	Kiss and Ride at Mineola	COMPLETION OPTION
128	Willis Avenue UG Crossing	COMPLETION OPTION
129	School Street UG Crossing	COMPLETION OPTION
	Park and Ride at School St.	COMPLETION OPTION
140	Surface Parking near UG Crossings	
144	Willis Avenue UG Crossing	COMPLETION OPTION
145	School Street UG Crossing	COMPLETION OPTION
152	LIGHTING, TRAFFIC SIGNALS AND ITS	
153	See Civil, Highways and Parking	COMPLETION OPTION: Work associated with Willis Avenue and School Street undergrade crossings.
155	ALIGNMENT AND TRACK	
156	Mainline Track	
157	Track 1	For the avoidance of doubt, as part of the base Contract Work, the Design-Builder will provide ballast to support LIRR Force Account track shifts and raisings for the two mainline existing tracks into their final position, including the completion of all track formation work to the top of sub ballast and installation of ROW drainage.
158	Track 2	ditto
159	Track 3	For the avoidance of doubt, Alignment and Track Work under the base Contract includes all track formation work to the top of sub-ballast, including ROW drainage, and ready to receive ballast and track to be installed as part of the Completion Option Work.
160	West of Covert Ave.	COMPLETION OPTION: Ballast and track
161	Covert Avenue UG Crossing	COMPLETION OPTION: Ballast and track
162	Between Covert and South 12th	COMPLETION OPTION: Ballast and track
163	South 12th UG Crossing	COMPLETION OPTION: Ballast and track
164	Between S 12th and New Hyde Park	COMPLETION OPTION: Ballast and track

LINE	WORK ITEM	DETAILS & COMMENTS
165	New Hyde Park Road UG Crossing	COMPLETION OPTION: Ballast and track
166	Between New Hyde Park and Main	COMPLETION OPTION: Ballast and track
167	Main Street UG Crossing	COMPLETION OPTION: Ballast and track
168	Between Main and Willis	COMPLETION OPTION: Ballast and track
169	Willis Avenue UG Crossing	COMPLETION OPTION: Ballast and track
170	Between Willis and School	COMPLETION OPTION: Ballast and track
171	School Street UG Crossing	COMPLETION OPTION: Ballast and track
172	Between School and Urban	COMPLETION OPTION: Ballast and track
173	Urban Avenue UG Crossing	COMPLETION OPTION: Ballast and track
174	East of Urban Ave UG Crossing	COMPLETION OPTION: Ballast and track
176	Sidings	
177	Maintenance of Way (MOW) siding east of Urban Avenue	COMPLETION OPTION: Ballast and track.
178	Siding east of School Street	COMPLETION OPTION: Ballast and track.
179	Siding east of Urban Avenue	COMPLETION OPTION: Ballast and track.
180	Jamaica Ash Siding	COMPLETION OPTION: Ballast and track.
182	Interlockings	
		For the avoidance of doubt for items 182 to 189, Work under the base Contract includes – Interlockings, all turnouts on the two existing tracks will be installed and completed, including signals installation. The Design-Builder will provide the signal houses for “card ready” transition from two track operation to three track operation, and signal masts and heads for the two existing tracks will be installed but not activated.
183	Hempstead Interlocking	For the avoidance of doubt, Work under the base Contract includes the design by Stantec, Ansaldo and Bombardier.
		COMPLETION OPTION: All special trackwork, track, 3rd rail, switches, subballast, ballast, conduit, signals, signal & battery houses, wayside signals and PTC equipment will be provided and installed as part of the Completion Option. Additionally, the special track, switch, third rail, sub-ballast, and ballast, conduit, signal house and battery house and wayside signal associated with the Floral Park switch to the new 3rd track will be installed as part of the Completion Option.
184	Nassau 1 Interlocking	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder, will provide the sub-ballast & ballast, as well as [REDACTED] and 3rd rail sections with insulators and DC cables for existing tracks though Nassau 1, for LIRR installation. Additionally, wayside signals 1-3E, 1-1E, 1-3W, and 1-1W will be fully installed along with all Nassau 1 signal houses, Battery houses, PTC Equipment, switch and 3rd Rail heater cabinets and heater elements for the two existing tracks’ switches and 3rd rail. Underground conduit, signal junction boxes, track drainage and sub-ballast will also be installed for the new 3rd track location included in the base Contract Work.

LINE	WORK ITEM	DETAILS & COMMENTS
		COMPLETION OPTION: [REDACTED], wayside signals 1-2E and 1-2W along with new 3rd rail and insulators and disconnects, new 3rd track, switch heat elements for these 2 switches and 3rd rail heat elements for the new 3rd Track will be installed and tested.
185	Nassau 2 Interlocking	For the avoidance of doubt, Nassau 2 Signal and Battery Houses and all underground signal conduit will be installed under the base Contract. The signal houses will be connected to the new fiber optic backbone and the signal SCADA will be fully tested.
		COMPLETION OPTION: [REDACTED], wayside signals [REDACTED] will be installed and tested.
186	Nassau 3 Interlocking	For avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide the sub-ballast & ballast, as well as [REDACTED] and 3rd rail sections with insulators and DC cables for the two existing tracks though Nassau 3, for LIRR installation. Additionally, wayside signals 1-3E, 1-1E, 1-3W, and 1-1W will be fully installed along with all Nassau 1 signal houses, Battery houses, switch and 3rd Rail heater cabinets and heater elements for the two existing tracks' switches and 3rd rail. Underground conduit, signal junction boxes, track drainage and sub-ballast will be also installed for the new 3rd track location as part of the Work under the base Contract.
		COMPLETION OPTION: [REDACTED], wayside signals 1-2E and 1-2W along with new 3rd rail and insulators and disconnects, new 3rd track, switch heat elements for these 2 switches and 3rd rail heat elements for this new 3rd Track will be installed and tested.
187	Interlocking West of Wantagh	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide subballast and ballast, switches at approximately [REDACTED] and [REDACTED], underground signal and traction power conduit, signals 1-3E, 1-1E, 1-3W, and 1-1W, the new signal and battery houses in the Base Contract. The signal houses will be connected to the new fiber optic backbone and the signal SCADA will be fully tested.
		COMPLETION OPTION: Switch at approximately [REDACTED], wayside signals 1-2E and 1-2W will be installed and tested.
188	Divide 4 Interlocking	COMPLETION OPTION: Provide all material for Divide 4 Interlocking
190	DRAINAGE	
196	Willis Avenue UG Crossing	COMPLETION OPTION
197	School Street UG Crossing	COMPLETION OPTION
200	LANDSCAPING	
201	Undergrade Crossings	
206	Willis Avenue UG Crossing	COMPLETION OPTION
207	School Street UG Crossing	COMPLETION OPTION
228	STATIONS AND ARCHITECTURE	
249	Pedestrian Overpass at Willis Avenue	COMPLETION OPTION
255	Westbury Station	

LINE	WORK ITEM	DETAILS & COMMENTS
259	Pedestrian Overpass leading to the Southern Parking Structure	For the avoidance of doubt, the configuration of the bridge and elevator shall be arranged so that the elevator is performed in conjunction with the construction of the Pedestrian Overpass, and such work is part of the Work under the base Contract.
271	TRACTION POWER AND SIGNAL POWER	
272	Substations	
		For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide design, PE Stamped drawings, procurement, factory testing and delivery of the substations and mobile substations to LIRR facilities. Additionally, it includes some work associated with the installation of the temporary traction power mobile substations at the first two substation to be removed, G15 & G19, so these mobile substations are installed, tested, SCADA integrated, and commissioned, ready to cutover upon execution of the Completion Option Work. This allows the first two substations to stay in full operation until the Completion Option is exercised, immediately after which, the 2 mobile substations will be placed into service and the 2 existing substations will be taken out of service and replaced.
273 274	G-13 Floral Park	Items 273 & 274 and Items 292 & 293 – For avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide complete design with PE stamped drawings from the Substation manufacturer, as well as procurement, factory testing and delivery of this equipment to LIRR facilities. The Design-Builder will also provide the traction power underground conduit installation at Floral Park.
		COMPLETION OPTION: Installation, wiring, field testing and SCADA integration of the substation.
275 276	G-14 New Hyde Park	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide complete design with PE stamped drawings from the Substation manufacturer, as well as procurement, factory testing and delivery of this equipment to LIRR facilities within the base Contract Work. The Design-Builder will also provide the traction power underground conduit installation, along with the PSE&G engineering, service underground conduit and property line manhole installation.
		COMPLETION OPTION: Installation, wiring, AC service, field DC disconnects, field testing and SCADA integration of this substation
277 278	G-15 Merillon	Items 277 & 278 – G15 Merillon Substation, items 279 & 280 and items 294 & 295 – G16 Mineola Substation and MG Set, and items 285 & 286 – G19 New Cassel Substation: For avoidance of doubt, as part of Work under the base Contract, the Design-Builder will provide complete design with PE stamped drawings from the Substation manufacturer, as well as procurement, factory testing and delivery of this equipment to LIRR facilities along with the 3 mobile substations. Within the base Contract Work, the Design-Builder will install, test, and SCADA integrate two (2) mobile substations near each of these 2 existing substations, having them ready to go online upon issuance of

LINE	WORK ITEM	DETAILS & COMMENTS
		the Completion Option. The Design-Builder will also provide the traction power underground conduit installation, along with the PSE&G service underground conduit and property line manhole installation as part of the base Contract.
		COMPLETION OPTION: Installation, wiring, AC service, field DC disconnects, field testing and SCADA integration of these new substations.
279 280	G-16 Mineola	SEE 277
281 282	G-17 Carle Place	Items 281 & 282 – G17 Carle Place Substation, items 283 & 284 – G18 Westbury Substation, and items 287 & 288 and items 296 & 297 – G20 Hicksville Substation and MG Set: For avoidance of doubt, the Design-Builder will provide complete design with PE stamped drawings from the Substation manufacturer, as well as procurement, factory testing and delivery of this equipment to LIRR facilities within the base Contract. The Design-Builder will also provide the traction power underground conduit installation, along with the PSE&G service underground conduit and property line manhole installation as part of the Work under the base Contract.
		COMPLETION OPTION: Install, test, and SCADA integrate two (2) mobile substations near each of the 2 existing substations. Installation, wiring, AC service, field DC disconnects, field testing and SCADA integration of these new substations and MG Set.
283 284	G-18 Westbury	SEE 281
285 286	G-19 New Cassel	SEE 277
287 288	G-20 Hicksville	SEE 281
289	Emergency Backup	For the avoidance of doubt, the Design-Builder will design, provide PE Stamped drawings from the mobile substation manufacturer, factory test and deliver this emergency mobile substation to LIRR facilities as part of the base Contract Work.
291	MG Sets	
292	G-13 Floral Park	SEE 273
293	SCADA and other integration	SEE 273
294	G-16 Mineola	SEE 277
295	SCADA and other integration	SEE 277
296	G-20 Hicksville	SEE 281
297	SCADA and other integration	SEE 281
302	SIGNALS AND TRAIN CONTROL	
		For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will fully design (Ansaldo to P.E. Stamped Signal Drawings), procure, factory test, deliver, install and field test the new signal systems. In this case, the new signal system houses, ML's, wayside signals, and switch heat system will be installed, including the conduit infrastructure and wiring for the existing two tracks of switch machines and all new

LINE	WORK ITEM	DETAILS & COMMENTS
		<p>wayside signals (Wayside signals, switch heat wiring and heated elements for the future 3rd track would not be installed at this time). The conduit infrastructure for the new 3rd track equipment locations will also be installed as part of the Work under the base Contract. The signal houses will be connected to the new fiber optic backbone and the signal SCADA system configured and tested, including the Control Center modifications. The new signal system to be installed and tested, then, with the exception of Nassau 1, Nassau 3 and Divide 1 Interlockings, be disabled waiting for the installation of the 3rd track, (switches installed within the existing Nassau 1 & 3 and Divide 1 interlockings on existing tracks spiked, clamped and point protected). Additionally, the 3rd rail heating system will be fully installed, including underground conduit, less the wiring and heater elements associated with the future 3rd track at all of the interlockings, as well as the stations.</p>
303	Interlockings and SCADA	
304 305 306	Hempstead Interlocking	<p>For the avoidance of doubt, Work under the base Contract includes complete design, including PE stamped plans. Additionally, the procurement, factory test and delivery of the Signal and Battery Houses, Third Rail and switch heat control cabinets, and wayside signals.</p>
		<p>COMPLETION OPTION: Procurement, factory testing and delivery of the PTC equipment, along with all signal installation, Field Testing, SCADA integration will be provided. This same scope also pertains to the Signal House, switch, wayside signals and PTC at the new Floral Park switch.</p>
307 308 309	Nassau 1 Interlocking	<p>For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide wayside signals 1-3E, 1-1E, 1-3W, and 1-1W with all Nassau 1 signal houses, Battery houses, PTC equipment, switch and 3rd Rail heater cabinets and heater elements for the two existing tracks' switches and 3rd rail. SCADA and PTC integration will be completed for the two existing tracks within the base Contract Work and the new 3rd track within the Completion Option as a "card ready" transition. Underground conduit and signal junction boxes will be installed for the new 3rd track location within the base Contract Work.</p>
		<p>COMPLETION OPTION: Bring live wayside signals 1-2E and 1-2W, switch heat elements for the new 3rd track switches and 3rd rail heat elements for the new 3rd Track.</p>
310 311 312	Nassau 2 Interlocking	<p>For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will design, procure, factory test, deliver and install the new signal houses, battery house, third rail and switch heat control cabinets for this interlocking within the base Contract Work. Additionally, all underground signal conduit will be installed as part of the Work under the base Contract. The Fiber Optic backbone will be dropped to these signal houses, terminated and tested. The signal houses will be powered and field</p>

LINE	WORK ITEM	DETAILS & COMMENTS
		simulation tests completed, including SCADA integration testing to the control center, as part of the Work under the base Contract.
		COMPLETION OPTION: Procurement, factory test and delivery of the PTC equipment, its connection to the new signal house, field and integration testing, along with wiring and testing of the new switches and wayside signals for this interlocking.
313 314 315	Nassau 3 Interlocking	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide wayside signals 1-3E, 1-1E, 1-3W, and 1-1W with all Nassau 3 signal houses, Battery houses, PTC equipment, switch and 3rd Rail heater cabinets and heater elements for the two existing tracks' switches and 3rd rail. SCADA and PTC integration will be completed for the two existing tracks within the base Contract and provide for "card ready" transition for 3rd Track operation. Additionally, underground conduit and signal junction boxes will be installed for the new 3rd track locations within the base Contract Work.
		COMPLETION OPTION: Bring live wayside signals 1-2E and 1-2W, switch heat elements for the new 3rd Track switches and 3rd rail heat elements for the new 3rd Track.
316 317 318	Interlocking West of Wantagh	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will provide underground signal conduit, signals 1- 3E, 1-1E, 1-3W, and 1-1W, the new signal and battery houses within the base Contract Work. The signal houses will be connected to the new fiber optic backbone and the signal SCADA will be fully tested and integrated.
		COMPLETION OPTION: Installation and testing of the switch at approximately [REDACTED], wayside signals 1-2E and 1-2W.
319 320 321	Divide 4 Interlocking	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will design, procure, factory test, deliver and install the new signal houses, battery house, third rail and switch heat control cabinets for this interlocking within the base Contract. All underground signal conduit will be installed as part of the base Contract. The Fiber Optic backbone will be dropped to these signal houses, terminated and tested. The signal houses will be powered and field simulation tests completed, including SCADA integration testing to the control center, as part of the base contract.
		COMPLETION OPTION: PTC equipment procurement and delivery, its connection to the new signal house, field and integration testing, along with wiring and testing of the new switches and wayside signals for this interlocking.
321	PTC	For the avoidance of doubt, as part of the Work under the base Contract,

LINE	WORK ITEM	DETAILS & COMMENTS
		the Design-Builder will complete the design and provide coordination support to the Railroad in regards to the installation of PTC on Tracks 1 and 2, but will not provide any materials or equipment.
322	ANY OTHER ITEMS	For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will complete the design, procurement, factory test and installation of the Master Location signal equipment . Additionally, all underground signal conduit and wire will be installed. All Master Locations will be tested in conjunction with the Interlocking Signal Equipment as described above and any units that need to be shut down awaiting installation of the new 3rd track will be shut off.
		COMPLETION OPTION: Final testing and integration. Temporary crossing signal cabinets necessary for the removal of crossing signals, will be procured, installed and tested in the respective options associated with the crossing elimination.
323	COMMUNICATIONS	
		For the avoidance of doubt, as part of the Work under the base Contract, the Design-Builder will construct the fiber backbone and pilot wire.
		For the avoidance of doubt, all of the following work is to be completed except for that work related to Parking Structure options that have not been exercised (and such work related to Parking Structure options will be completed to the extent the Parking Structure options have been exercised).
324	AVPS	COMPLETION OPTION
325	PA	COMPLETION OPTION
326	Access nodes and Wi-Fi	COMPLETION OPTION
327	TVM relocation	COMPLETION OPTION
328	Digital Interactive Screens	COMPLETION OPTION
329	Parking Payment Systems	COMPLETION OPTION
330	Telephone T boxes	COMPLETION OPTION
331	Necessary relocations	COMPLETION OPTION
332	Communications Networking Equip	COMPLETION OPTION
334	SECURITY SYSTEMS	
335	CCTV	COMPLETION OPTION: Willis Avenue and School Street grade separation locations.
341	ASSET MANAGEMENT RECORDS	
342	Records	COMPLETION OPTION: Records for Completion Option scope items.
344	GIS RECORDS	
345	Records	COMPLETION OPTION: Records for Completion Option scope items.
347		END

EXHIBIT A-2

CONSTRUCTION COMPLETION MILESTONE REQUIREMENTS

Component	Completed Activities (Elements have been Accepted by MTA)	Uncompleted Activities
1. Utilities	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA 	
2. Railroad Utilities <ul style="list-style-type: none"> Utility poles owned by the Railroad ■ ■ power distribution lines Communications lines (fiber and copper) on utility poles Signal power lines underground and on signal towers Express signal cable Signal Power Distribution (Above and Below Ground) Switch Heater Distribution and Control. 3rd Rail Heaters Communication and Signals Wayside Distribution and Control Traction Power Distribution 	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	<ul style="list-style-type: none"> Minor utility work or relocations not requiring heavy equipment Substations if it can be demonstrated that system reliability is acceptable to MTA
3. Structures <ul style="list-style-type: none"> Existing structures to remain and new structures Roadway bridges Undergrade crossings Railroad bridges – new and modified Retaining walls Sound attenuation walls Pedestrian bridges at grade crossing eliminations Pedestrian bridges at stations Pedestrian tunnels 	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA 	<ul style="list-style-type: none"> Aesthetic details, finishes, painting
4. Civil, Highways and Parking	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA 	<ul style="list-style-type: none"> Some parking may not be in final location
5. Lighting, Traffic Signals and ITS	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	<ul style="list-style-type: none"> Aesthetic details, finishes, painting
6. Pedestrian Facilities	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA 	
7. Track <ul style="list-style-type: none"> Adjustment of existing tracks New track including third rail New crossovers and turnouts Fencing and barriers along the ROW Close clearance signs 	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	
8. Drainage	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	<ul style="list-style-type: none"> Aesthetic details, finishes, painting, amenities
9. Landscaping		<ul style="list-style-type: none"> Landscaping along streets, at stations and in Railroad ROW
10. Stations <ul style="list-style-type: none"> Platforms and canopies, buildings, MEP, vertical Transportation, signage, Arts for Transit, fare system 	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	<ul style="list-style-type: none"> Furnishings and accoutrements Finishes and painting
11. Parking structures	<ul style="list-style-type: none"> All elements are in place, functioning and accepted by MTA Test program completed 	

12. Permanent Facilities	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	
13. Systems <ul style="list-style-type: none"> • Reliability, Availability and Maintainability Plan (RAM), Electromagnetic Interference, and Sectionalizing Plan • Integration with existing railroad 	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	
14. Traction Power	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	<ul style="list-style-type: none"> • Substations or subsections if it can be demonstrated that system reliability is acceptable to MTA
15. Corrosion Control and Grounding	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	
16. Communications	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	
17. Security Systems	<ul style="list-style-type: none"> • All elements are in place, functioning and accepted by MTA • Test program completed 	







EXHIBIT B

PARKING STRUCTURE OPTIONS

1. The terms and conditions set forth in this Exhibit B - Parking Structure Options shall apply if MTA exercises one or more of the Parking Structure Options, and in such event shall apply to the Parking Structure Option or Options exercised by MTA.

2. The Design-Builder shall perform the Parking Structure Option Work for the Parking Structure Option or Options exercised by MTA.

3. As full compensation for the Parking Structure Option Work, MTA shall pay the Design-Builder the applicable lump sum price or prices for the Parking Structure Option or Options exercised by MTA:

Parking Structure Option 1	(Mineola Second Street) Exercise by September 3, 2020	
	- or -	
	Exercise by January 4, 2021	
Parking Structure Option 2	(Westbury North)	
Parking Structure Option 3	(Westbury South) Exercise by September 27, 2019	
	- or -	
	Exercise by January 4, 2021	
Parking Structure Option 4:	(Hicksville)	

4. If MTA exercises Parking Structure Option 1 (Mineola Second Street) on or before September 3, 2020, then Article 3.5 of the Agreement shall be revised by adding the following: "The Design-Builder shall complete the Parking Structure Option 1 Work in accordance with the requirements set forth in Articles 3.6-3.8." If MTA exercises Parking Structure Option 1 (Mineola Second Street) after September 3, 2020, but on or before January 4, 2021, then the following changes shall be made to the Contract Documents:

Article 3.7 of the Agreement shall be revised by adding the following: "The Design-Builder shall achieve Substantial Completion of the Parking Structure Option 1 Work within 900 Calendar Days [or shorter duration if agreed based on exercise between 9/4/20 and 1/4/21] after receipt of notice of such exercise."

Article 3.8 of the Agreement shall be revised by adding the following: “The Design-Builder shall achieve Final Completion of the Parking Structure Option 1 Work within 60 Calendar Days after Substantial Completion of the Parking Structure Option 1 Work.”

GP 3.03B shall be amended to add the following at the end of the first paragraph:

“Substantial Completion with respect to Parking Structure Option 1 Work is the stage in the progress of the Work where the Parking Structure Option 1 Work has been completed to a point that it can be used for its intended purposes. The items upon which the issuance of a Certificate of Substantial Completion is contingent include, but are not limited to: (i) issuance to MTA of all permits, licenses and certificates of occupancy compliance of occupancy covering the Parking Structure Option 1 Work required from any governmental authority and (ii) delivery by the Design-Builder’s Design Professional(s) to MTA of a certificate, in form and substance satisfactory to MTA, that all Parking Structure Option 1 Work is substantially complete and has been performed in accordance with the design documents released for construction as approved by MTA and any revisions or supplements to such documents approved by MTA.”

GP 3.03B shall be further amended by adding “or the Parking Structure Option 1 Work as applicable” immediately after each instance where the term “Work” appears in the second, third and fourth paragraphs of GP 3.03B.

GP 3.03C shall be further amended by adding “or the Parking Structure Option 1 Work as applicable” immediately after each instance where the term “Work” appears.

5. If MTA exercises Parking Structure Option 2 (Westbury North) on or before January 24, 2021, then Article 3.5 of the Agreement shall be revised by adding the following: “The Design-Builder shall complete the Parking Structure Option 2 Work in accordance with the requirements set forth in Sections 3.6-3.8.”

6. If MTA exercises Parking Structure Option 3 (Westbury South) on or before September 27, 2019, then Article 3.5 of the Agreement shall be revised by adding the following: “The Design-Builder shall complete the Parking Structure Option 3 Work in accordance with the requirements set forth in Articles 3.6-3.8.” If MTA exercises Parking Structure Option 3 (Westbury South) after September 27, 2019, but on or before January 4, 2021, then the following changes shall be made to the Contract Documents:

Article 3.7 of the Agreement shall be revised by adding the following: “The Design-Builder shall achieve Substantial Completion of the Parking Structure Option 3 Work within 930 Calendar Days [or shorter duration if agreed based on award between 9/28/19 and 1/4/21] after receipt of notice of such exercise.”

Article 3.8 of the Agreement shall be revised by adding the following: “The Design-Builder shall achieve Final Completion of the Parking Structure Option 3 Work within 60 Calendar Days after Substantial Completion of the Parking Structure Option 3 Work.”

GP 3.03B shall be amended to add the following at the end of the first paragraph:

“Substantial Completion with respect to Parking Structure Option 3 Work is the stage in the progress of the Work where the Parking Structure Option 3 Work has been completed to a point

that it can be used for its intended purposes. The items upon which the issuance of a Certificate of Substantial Completion is contingent include, but are not limited to: (i) issuance to MTA of all permits, licenses and certificates of occupancy compliance of occupancy covering the Parking Structure Option 3 Work required from any governmental authority and (ii) delivery by the Design-Builder’s Design Professional(s) to MTA of a certificate, in form and substance satisfactory to MTA, that all Parking Structure Option 3 Work is substantially complete and has been performed in accordance with the design documents released for construction as approved by MTA and any revisions or supplements to such documents approved by MTA.”

GP 3.03B shall be further amended by adding “or the Parking Structure Option 3 Work as applicable” immediately after each instance where the term “Work” appears in the second, third and fourth paragraphs of GP 3.03B.

GP 3.03C shall be further amended by adding “or the Parking Structure Option 3 Work as applicable” immediate after each instance where the term “Work” appears.

7. If MTA exercises Parking Structure Option 4 (Hicksville) on or before February 21, 2021, then Article 3.5 of the Agreement shall be revised by adding the following: “The Design-Builder shall complete the Parking Structure Option 4 Work in accordance with the requirements set forth in Articles 3.6-3.8.”

8. (a) If MTA exercises Parking Structure Option 1 (Mineola Second Street) after September 3, 2020, then the table in Article 18 - Liquidated Damages of the Agreement shall be revised by adding the following:

Activity	Time Requirement	Liquidated Damages
Completion of Parking Structure Option 1 Work (Mineola Second Street)	As provided in Agreement Article 3.5	[REDACTED] for each Calendar Day of delay in completion after expiration of the Liquidated Damages Grace Period

(b) If MTA exercises Parking Structure Option 3 (Westbury South) after September 27, 2019, then the table in Article 18 - Liquidated Damages of the Agreement shall be revised by adding the following:

Activity	Time Requirement	Liquidated Damages
Completion of Parking Structure Option 3 Work (Westbury South)	As provided in Agreement Article 3.5	[REDACTED] for each Calendar Day of delay in completion after expiration of the Liquidated Damages Grace Period

9. The Design-Builder shall provide written confirmation to MTA that the performance and payment bonds previously furnished by the Design-Builder to MTA pursuant to GP Chapter 6 cover the Parking Structure Option Work for the Parking Structure Option or Options exercised by MTA. If, at the time that a Parking Structure Option is exercised, the penal sum of said bonds is less than fifty percent (50%) of the value (based on the Contract Price with all prior adjustments, as increased by the Parking Structure Option exercised at such time) of all Work that has not been accepted by MTA, then the Design-Builder shall increase the penal sum of the bonds to equal fifty percent (50%) of such value.

* * *

EXHIBIT C

**APPROVED ALTERNATIVE TECHNICAL CONCEPTS
AND DESIGN-BUILDER'S PROPOSAL AND REVISED PROPOSAL
AND REVISIONS AS ACCEPTED BY MTA**

Alternative Technical Concept #1 as referenced in the Design-Builder's Proposal dated July 20, 2017, refers to Alternative Technical Concept #1 (Rev 0) dated April 25, 2017, and the Railroad's conditional approval letter dated May 14, 2017, are incorporated herein by reference.

Alternative Technical Concept #27 as referenced in the Design-Builder's Proposal dated July 20, 2017, refers to Alternative Technical Concept #27 Alternative A (Rev 1) dated May 25, 2017 and Alternative B (Rev 1) dated May 24, 2017, and the Railroad's conditional approval letter dated June 5, 2017, are incorporated herein by reference.

Alternative Technical Concept #31 as referenced in the Design-Builder's Proposal dated July 20, 2017, refers to Alternative Technical Concept #31 (Rev 0) dated April 25, 2017, and the Railroad's conditional approval letter dated May 15, 2017 are incorporated herein by reference.

Parts 1A – 1C, 2, 3, 4A – 4C and 5 of this Exhibit C are separately bound (as 9 books) and contain select provisions from the Design-Builder's Proposal dated July 20, 2017, and the Design-Builder's Revised Proposal B dated October 11, 2017, and subsequent revisions as follows:

Part 1A – Proposal Volume 1: Legal/Administrative Forms
(Schedules II, III, V, VI and IX)

Part 1B – Proposal Volume 1: Legal/Administrative Forms
(Schedule IX continued)

Part 1C – Proposal Volume 1: Legal/Administrative Forms
(Schedules XI, XII, XIII, XIV, XV and XVI)

Part 2 – Proposal Volume 2: Package 1

Part 3 – Proposal Volume 2: Package 2

Part 4A – Proposal Volume 2: Package 2 Appendices

Part 4B – Proposal Volume 2: Package 2 Appendices

Part 4C – Proposal Volume 2: Package 2 Appendices

Part 5 – Proposal Volume 2: Package 3 (excluding Appendix 1 and Appendix 2); Proposal Volume 2: Package 4 (excluding consolidated financial statements); Proposal Volume 2: Package 5; Revised Proposal B with (a) revised Schedule II – Total Revised Price Breakdown – Revised Proposal B – Base Contract Work B dated 11/27/2017 and (b) revised Schedule II – Total Revised Price Breakdown – Revised Proposal B – Completion Option Work, both dated 11/27/2017; and the Design-Builder's revised Proposed DB Firm Organization chart.

The video file "3TC_LIRR Expansion Project_v2 Pk2.7 Contract" included in the Design-Builder's Proposal dated July 20, 2017, is incorporated herein by reference.

EXHIBIT D

IDENTIFICATION OF EARLY START WORK

Early Work starting April - 2018

1. Separation construction fencing printed mesh with artwork
2. Signalization of intersections at the following locations:
 - a. West John Street at Marion Place
 - b. Barclay Street at Marion Place
3. Demolition of advertising billboards from ROW
4. Tree removal and C&G along ROW where possible conflicts occur with retaining walls or new construction
5. Relocation of existing utilities, both aerial and underground, as required,
 - a. along LIRR ROW
 - b. at grade crossing elimination areas
 - c. bridge replacement areas
 - d. Station utility work
 - e. Parking structure utility work
6. Procure and deliver Negative Return Traction Power Cables that LIRR must install at the existing substations
- 6a. Sound Attenuation Walls: public involvement event to pick color and finishes.

Early Work starting June - 2018

7. Installation of Wi-Fi at the stations
8. Retaining walls:
 - a. South:
 - i. SOE installation for [REDACTED] Needs SOE with single track outage E
 - ii. SOE installation for [REDACTED] Needs SOE with single track outage
9. Demo [REDACTED]
10. Demo [REDACTED].
11. Demo [REDACTED].
12. Hicksville platform repair

13. Lead and asbestos abatement thought the project

Early Work starting September - 2018

14. Mineola Harrison parking structure

15. Retaining walls:

- a. North:

- i. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- b. South:

- [REDACTED]

16. Floral Park Station and Elevators
17. Floral Park Viaduct
18. Cherry Lane SOE Walls
19. Linden Avenue underpass Extension (leading to Floral Park Rec Center)
20. Sound Attenuation Walls: construction of 2,000 feet of approved walls.

Other items to be included with LIRR's previous approval.

EXHIBIT E

COMMITMENTS TO PROJECT VILLAGES

The Railroad has, pursuant to Memoranda of Understanding with each of the Villages of Floral Park, New Hyde Park, Westbury, Garden City and Mineola (collectively, the “Project Villages”), agreed to certain commitments regarding the design and construction of the Project. These commitments, which are described in more detail below, cover certain matters relating to communications and consultation with the Project Villages on Project design and progress, additional steps to mitigate potential community impacts stemming from construction of the Project, and the inclusion of certain work, as part of the Project, to enhance community quality of life. These commitments do not require that the Design-Builder obtain approvals from the Project Villages for any part of the Work, unless otherwise required by law, regulations or codes applicable to the Project.

MTA intends to carry out the Railroad’s commitments to the Project Villages. Subject to the next paragraph, the Design-Builder agrees to work in good faith with MTA, both during performance of the (Base) Work, and during the performance of any work covered by the Completion Option Work, or any Parking Structure Option Work, to ensure that MTA can honor these commitments.

If, in order to honor any of the following commitments to the Project Villages, MTA requests the Design-Builder to perform any work, or take any action, that is not otherwise expressly required under the terms of any of the Contract Documents, such request shall be treated as a Change Request and addressed in accordance with GP 5.01, except as otherwise provided in Paragraphs 14(A)(1) (regarding certain work restrictions in the Village of Floral Park) and 15(B)(1) (regarding the retaining wall to support the south side of the Railroad right of way at Westbury Station) of this Exhibit E. MTA does not expect that consultations with, requests by or requirements of the Project Villages will negatively impact or interfere with the Project schedule.

Railroad Commitments:

1. Design Consultation.

(a) The Railroad and the Design-Builder shall regularly consult, at least bi-monthly, with each of the Project Villages on the design of Project elements to be constructed within its political boundaries, excluding elements relating to rail operations such as track, switches, and stations (other than improvements at the Floral Park Station intended to satisfy Americans with Disabilities Act requirements). This consultation will include review of aesthetics for finishes including sound attenuation walls, fences, underpass walls, landscaping and station elements. The Design-Builder will coordinate with the Railroad so that the Railroad is able to give each Project Village up to 14 days to provide input on such aesthetics.

(b) With respect to the station plaza to be constructed adjacent to the station in Westbury, paved surfaces shall consist of either stylized concrete or stone, with surfaces of at least 2’ x 2’. Sound attenuation walls in Westbury shall have a stylized element on the side facing public streets.

2. Community Safety & Quality of Life. With respect to each Project Village, the Design-Builder shall implement an active program of construction and maintenance to ensure community safety and quality

of life in those areas of the Village where Project Work is proceeding, such program to include an obligation by Design-Builder to:

- (a) Keep construction sites clean and orderly, including control of dust and runoff;
- (b) Safely store construction materials in piles, and not haphazardly;
- (c) Ensure that construction fences are uniform and neat in material and appearance, contain screening, are locked during non-use, have working gates, are at least 6 feet high, and are repaired within a reasonable period of time after notice of disrepair from the Village;
- (d) Entirely fence off all staging areas;
- (e) Prohibit littering and dispersion of personal debris (e.g., cups, cans, and cigarettes) on the construction sites and any adjoining properties;
- (f) Empty the provided covered trash receptacles daily;
- (g) As provided in Paragraph 9(d) of this Exhibit E, perform daily clean-up of public streets and walkways, to ensure the local community is not affected by construction debris, cement residue, and dirt;
- (h) Install onsite portable bathroom facilities that are unobtrusive to the local community;
- (i) Protect access to existing businesses;
- (j) Provide satellite parking for construction workers in order to keep their personal vehicles off residential streets;
- (k) Schedule construction deliveries outside of peak times of school and commuter traffic while school is in session, and inform the subject Village(s) when any deliveries will be made that are likely to cause substantial disruption to businesses and residents;
- (l) Inform the Village when any deliveries are to be made which are likely to cause substantial disruption to Village businesses and residents; and
- (m) Provide reasonable advance notice to the Village of areas proposed to be used for staging within that Village.

3. Communications Plan. With respect to each Project Village, the Design-Builder agrees to

- (a) Prior to the start of construction within such Village, create a Communications and Public Outreach Plan, including a protocol for addressing community complaints and concerns as may be communicated by the Village or its residents;
- (b) Give advance notification of any disruptive work or road closures to such Village, its residents, school districts, and first responders, and coordinate with the Village in connection with the resolution of such issues;

(c) Provide regular updates to the Village and the public in the form of e-mail blasts, automated phone calls, and online postings;

(d) Staff a Project office with on-site supervision, for the entire duration when Work is being done in the Village, and shall have at least one (1) designated person available during the hours of 9 a.m. to 5 p.m., Monday through Saturday, to address community complaints and concerns;

(e) Coordinate with local school districts to provide alternate transportation to schools where temporary or short-term road closures would either substantially increase walking distance to schools or make on-foot travel to schools substantially more problematic in terms of safety hazards;

(f) Provide at least 14 days' notice to local school officials of construction work planned to take place adjacent to local schools; work with local schools to schedule nearby construction activity as unobtrusively as practicable, with sensitivity to the annual school calendar;

(g) Coordinate with emergency service providers to ensure continuity of access to the community;

(h) Work with the Railroad to establish regular meetings, at least once every calendar quarter, for the Railroad, community representatives, and the Design-Builder to discuss construction activities and community concerns; the Village shall be entitled to be present at all meetings with Village residents and stakeholders; and

(i) Provide and staff a 24/7 construction hotline to receive and respond to input and complaints from Village residents and businesses in accordance with the Communications and outreach Plan; the Design-Builder will maintain a log of all calls received and track follow-up; copies of such logs are to be provided to the Village on a calendar monthly basis; if a call or complaint relates to a matter involving a significant imminent threat to human health or safety, the Design-Builder shall respond immediately; in all other cases, the Design-Builder shall be required to respond within twenty four (24) hours.

4. Traffic. With respect to each Project Village, the Design-Builder shall

(a) Prior to the start of construction of the Project, establish and confirm acceptability of a proposed Work Zone Traffic Control plan (WZTC Plan) with the Village, its residents, and affected police and emergency response jurisdictions to facilitate safe and effective enforcement; the WZTC Plan shall give due consideration to Village traffic regulations and the locations of local schools;

(b) Ensure that the WZTC Plan recognizes the need for Village approval of any use of Village public roads which is not otherwise in compliance with Village traffic regulations;

(c) Restore/repair all damage to roads, and adjacent curbs and sidewalks, caused by construction vehicles using such roads in the course of construction of the Project, and all excess wear and tear on roads identified in the approved WZTC Plan as roads on which traffic will be diverted as a result of construction of the Project; the degree of restoration/repair required shall be decided upon by a committee comprised of highway engineers representing the Railroad and the Village and shall be based upon (i) the design life of the road in question and how that design life has been adversely

impacted by the Project, (ii) excluding ordinary wear and tear and damage not reasonably attributable to the Project, and (iii) giving due consideration to damage that is de minimis and can reasonably be repaired through measures that are less than a complete restoration;

(d) Provide traffic control in consultation with the Village to ensure safe and efficient routing of traffic.

5. Utilities. Except where burying an existing pole-mounted utility along the Railroad's right of way is (i) required by applicable law, (ii) required by the conditions or specifications in the Contract, (iii) called for in the Design-Builder's design of the Project, or (iv) directed by the Railroad, upon a determination by the Railroad that it is feasible based on consideration of cost, safety, operational need, and the need for consent of the utility owner, the Design-Builder is not required to bury such pole-mounted utility underground. If, pursuant to clause (iv) of the previous sentence, the Design-Builder is directed to bury a utility, such direction shall be treated as a Change Request and addressed in accordance with General Provision 5.01.

6. Drainage. With respect to each Project Village, the Design-Builder shall

(a) Work in good faith with the Railroad, the Village and the County of Nassau to find the least intrusive drainage solutions for the Village that are economically feasible;

(b) Once a drainage solution has been approved by the Railroad, restore roads disturbed by the drainage path, with the degree of restoration to be determined in the same manner as reflected in Paragraph 4(c) of this Exhibit E above;

(c) Repair any damage to municipal or private property caused by the Design-Builder or its subcontractors during the course of construction of the Project.

Specific Village Commitments: With respect to the Village of Floral Park, consult with the Village to ensure that installation of retaining walls and other Project structures will not result in adverse drainage impacts on properties adjacent to the Railroad right of way. The foregoing notwithstanding, it is understood that the Design-Builder is not obligated to address, as part of the Work, any existing unlawful drainage of stormwater runoff from property owned by third parties onto property owned by the Railroad and if the Design-Builder is requested by MTA to address such runoff and provide a means of disposal of same on the property of the Railroad, such request shall be treated as a Change Request and addressed in accordance with General Provision 5.01.

7. Pre-Construction Condition Survey. With respect to each Project Village, the Design-Builder shall conduct a pre-construction inspection and survey of the existing condition of all structures, roads and properties within the Village immediately adjacent to the Railroad right of way and within other agreed-upon Project construction areas for the purposes of generating photographic and video documentation of existing damage, leaks and cracks; the Village shall be entitled to accompany the Design-Builder or its consultant on such inspection and survey, if the Village so requests; the pre-construction condition survey shall form the basis against which all new cracks, existing progressive cracks, or damage will be measured; the Design-Builder shall pay, or reimburse the affected property owner, for all necessary repairs to address damage caused by the construction of the Project in order to return the structure road, or property to its pre-construction condition, ordinary wear and tear excepted. The Village shall be invited to attend these pre-construction site visits.

8. Pest Control. With respect to each Project Village, the Design-Builder shall, in consultation with the community, employ rodent and pest control measures to ensure that pests and rodents are not a greater nuisance than in the pre-construction state.

9. Dust Control. With respect to each Project Village, the Design-Builder shall

(a) Control dust emanating from the Project onto local roadways;

(b) Employ reasonable measures to minimize the possibility of vehicles leaving the construction site depositing mud or dirt on public roadways in the Village; gravel cover shall be applied to soil (unpaved) surfaces where they will be regularly traveled at ingress and egress routes from/to work sites;

(c) Clean up as necessary, and when requested by the Village, vehicle mud and dirt carryout, material spills, cement deposits, and soil washout onto public roadways, walkways, and storm drains, and other paved areas in the Village;

(d) Be responsible for daily clean-up of public roadways and walkways in the Village affected by the work; a wet spray power vacuum sweeper or similar equipment shall be used on paved roadways; dry power sweeping is prohibited;

(e) Prior to the start of construction, provide the Village with a copy of all stormwater pollution prevention plans which the Design-Builder was required to prepare for the Project.

10. Sound Attenuation Walls. With respect to each Project Village, the Design-Builder shall

(a) Ensure that sound attenuation barrier surfaces are of architecturally treated concrete; together with the Railroad, consult with the Village on the nature of the architectural treatment;

(b) Ensure that where sound attenuation barriers are installed as part of the Project, the top of sound attenuation barrier is at least ■ above the lower proposed ground line adjacent to the barrier or 4' above top of rail, whichever is greater; and

(c) As directed by the Railroad, install landscaping and irrigation (where determined by the Railroad to be feasible, including availability of a water source within a reasonable distance), on the outside of sound attenuation barriers (i.e., on the other side of the barrier from the rail tracks) where space is available. Upon installation, maintenance of the landscaping and the irrigation system (if any) shall be the responsibility of the Village or a community organization approved by the Village. The Railroad shall have no responsibility for the maintenance of the landscaping or the irrigation system (if any).

Specific Village Commitments: The Design-Builder shall perform all Work necessary to satisfy the following specific commitments made to certain Project Villages with respect to sound attenuation barriers:

(A) New Hyde Park: South of the Railroad right of way and east of Premier Boulevard, the wall will transition (continuous slope) down to ■ above top of rail at Covert Avenue and remain at 2' 0"

above top of rail to the westerly edge of the New Hyde Park Station platform. Along this segment, Design-Builder shall install a decorative fence on top of the wall similar in height and appearance to the existing fence.

North of the Railroad right of way between S. 4th and the westerly edge of the New Hyde Park Station platform, the top of this barrier segment shall be [REDACTED] above top of rail with a decorative fence similar in height and appearance to the existing fence.

(B) Garden City: Sound attenuation barriers shall be installed by the Design-Builder (a) from approximately 20 feet from the eastern side of New Hyde Park Road to approximately [REDACTED] past the eastern boundary of Nassau Haven field; (b) from approximately [REDACTED] from the eastern end of the overpass bridge at Denton Avenue to the western end of the Merillon Avenue train station; and (c) from approximately [REDACTED] from the eastern end of the overpass bridge at Nassau Boulevard to approximately 20 feet past [REDACTED].

From Tanners Pond Road due east to the recharge basin east of Whitehall Road, the track side face of the sound barrier along the southernmost track shall be located [REDACTED] from the centerline of the southernmost track. In this area, trees and other landscaping will be provided in the Railroad right of way south of the barrier with such trees and landscaping, to the extent possible, mirroring and enhancing the landscaping prior to construction.

(C) Westbury:

(1) Sound attenuation barriers shall be constructed along the Railroad right of way within the Village at locations specified in the Final Environmental Impact Statement (the "FEIS") for the Project.

(2) The north side embankment near the station will be eliminated (by utilization of a retaining wall or similar structure) and a pedestrian plaza or pocket park will be created in the area noted in the FEIS, incorporating maintenance-free materials so as to make the space attractive, more usable, improve access to the station and reduce ongoing maintenance issues there.

(D) Mineola:

(1) Black decorative fencing will be added between Main Street and Willis Avenue on the north side along the Oyster Bay Branch tracks, and on the south side along the Main Line Tracks.

11. Visual Impacts.

The Design-Builder shall consult with each Project Village on aesthetic finishes for stations, sound walls, substations and other Project elements, including the submission of the Design-Builder's plans for such aesthetic finishes. The final decision on aesthetic finishes shall rest with the Railroad.

12. Environmental Measures. With respect to each Project Village, the Design-Builder shall:

(a) Provide environmental monitoring of Project Work with a Construction Safety and Health Plan (CSHP), and provide a copy of the CSHP to the Village prior to its final adoption for Village review and comment;

(b) implement a Stormwater Pollution Prevention Plan (SWPP) for Project Work in compliance with applicable law, and provide a copy of the SWPP to the Village prior to its final adoption for Village review and comment;

(c) Use directional lighting at night to limit light pollution to residences;

(d) Implement an air quality control plan to include dust control measures, ultra-low sulfur diesel fuel, the use of best available tailpipe technologies such as diesel particulate filters, and the utilization, to the extent reasonably practicable, of advanced state of the art equipment, and provide a copy of the air quality control plan to the Village prior to its final adoption, for review and comment by the Village;

(e) Create and implement a Construction Noise Control Plan and a Vibration Monitoring Control Plan and provide those plans to the Village prior to its final adoption, for review and comment by the Village; the Design-Builder shall minimize construction-related vibration to the extent practicable and feasible;

(f) Minimize noisy work during nighttime hours where practicable and feasible; provide reasonable advance notice to the Village of any anticipated excessively noisy nighttime work; and

(g) Conduct one (1) additional round of soil testing within the Railroad's right of way within the Village, in areas where soil is expected to be disturbed during construction, at interval distances to be agreed upon by the Village and the Railroad, and provide copies of all test results to the Village; comply with all applicable federal and State environmental laws and regulations during construction of the Project, and require that any soil disturbed during construction be handled and disposed of in accordance with such laws and regulations.

13. Parking. With respect to each Project Village, the Design-Builder shall provide additional parking to ensure that there is no net loss of parking spaces during Project construction, in consultation with the Village.

Specific Village Commitments: The Design-Builder shall perform all work necessary to satisfy the following specific commitments made to certain Project Villages with respect to parking:

(A) Floral Park:

(1) Minimize any permanent net loss of parking spaces at the Floral Park Station to no more than approximately five (5) parking spaces.

(2) Provide parking near the Station to offset parking lost during construction.

(3) The Design-Builder shall not utilize the Creedmoor Spur for staging so that the Village can continue to use it for parking under lease arrangements with the Railroad.

(B) New Hyde Park:

(1) The Design-Builder shall provide parking near the New Hyde Park Station to offset parking lost during construction of the Project. All on street parking adjacent to the Station and parking lots

impacted by Station reconstruction shall be reconfigured to allow for the maximum allowable parking spaces, and the Design-Builder shall provide temporary parking at locations in close proximity to the Station to substitute for any parking impacted during construction. The total number of spaces of reconfigured and temporary parking shall, at a minimum, match the number of the existing spaces.

(2) The Design-Builder shall consider the benefits of running a local jitney during construction in order to reduce the number of local vehicles in the Station area in lieu of providing parking spaces lost to construction, in consultation with the Village.

(C) Mineola:

(1) The Design-Builder shall construct the Harrison Avenue Garage in compliance with the applicable provisions of the Memorandum of Understanding between the Railroad and the Village of Mineola.

(2) If the Birchwood Court Apartment parking garages space is needed during construction of the Project, the Design-Builder (i) will rebuild the forty (40) parking garages at Birchwood Court Apartments, in substantially the same design, and (ii) will rent substitute parking space, in as close proximity as is feasible, for Birchwood Court residents during construction.

(3) The Design-Builder shall provide parking near the Mineola Station to offset parking lost during construction. This may be accomplished through (i) the securing of additional, temporary parking by the Design-Builder near the Station, (ii) the reconfiguration of remaining existing spaces near the Station to yield the maximum allowable number of parking spaces; and (iii) upon its completion and turnover to the Village, spaces within the new Harrison Avenue Garage.

14. Construction Schedule. The Design-Builder shall observe the following limitations on its construction schedule for the Project:

- (a) Full closure of Covert Avenue shall not start before January 1, 2019;
- (b) Two lane closure of New Hyde Park Road shall be limited to nine (9) months; and
- (c) Two lane closure of New Hyde Park Road shall not begin until Covert Avenue is grade separated.

Specific Village Commitments: The Design-Builder shall perform all Work in compliance with the following specific commitments made to certain Project Villages with respect to construction schedule:

(A) Floral Park:

(1) The Design-Builder shall schedule construction in consultation with the Village to (i) avoid all disruptive work (e.g., pile driving, use of heavy equipment such as excavators and backhoes) adjacent to the Village pool during the peak season (Friday before Memorial Day through Labor Day), and limit work near the pool during that period to non-disruptive work and normal Railroad operation and maintenance work; and (ii) otherwise minimize, to the extent practicable, the impact of Project work on the use of the Village recreation center and ballfields. The Design-Builder shall cease all construction activity near the pool on April 15 of each year to the opening of the peak pool season, to allow for the

Village to inspect the pool and take any necessary corrective action prior to the peak pool season beginning. Compliance with these requirements shall not constitute a change in the Work or entitle the Design-Builder to an increase in the Contract Price.

(B) New Hyde Park:

- (1) Full closure of Covert Avenue limited to six months.
- (2) See Paragraph 14(a) of this Exhibit E above.
- (3) See Paragraph 14(b) of this Exhibit E above.
- (4) See Paragraph 14(c) of this Exhibit E above.

(C) Westbury:

- (1) Full closure of School Street limited to no more than six months.
- (2) Full closure of School Street not to start until Urban Avenue is grade separated.

(D) Mineola:

(1) Willis Avenue will not be closed prior to January 1, 2020. The Willis Avenue grade crossing elimination work will include construction of the Village's preferred pedestrian overpass with stairs and elevators to maintain north-south connectivity.

(2) Main Street will not be closed prior to completion of the Willis Avenue grade separation. Closure of the Main Street grade crossing includes:

(i) Demolition of the former Railroad substation to create surface parking lot and a "kiss and ride" drop-off area on Main Street south, including a pedestrian overpass with stairs and an elevator; the Railroad and the Design-Builder will consult with the Village on design, with the final design decision resting with the Railroad;

(ii) Creation of a traffic circle at the grade crossing elimination on Main Street north, developed in consultation with the Village;

(iii) Maintaining on-street parking on Main Street, and 2-way traffic; and

(iv) If requested by MTA, repave Front Street on south side of tracks between Main Street and Willis Avenue. MTA and the Design-Builder agree that any request by MTA to repave Front Street as provided in the previous sentence shall be treated as a Change Request to the Contract, and the Design-Builder's obligation to perform such work shall be conditioned upon the negotiation and agreement by MTA and the Design-Builder of an appropriate written modification to the Contract in accordance with General Provision 5.01.

15. Stations and Bridges. The Design-Builder shall perform all Work necessary to comply with the following specific commitments made to individual Project Villages:

(A) Floral Park:

(1) As part of the Project, the Design-Builder shall construct three (3) ADA-compliant elevators from sidewalk level to platform level at the Floral Park Station, including appropriate ADA wheelchair curb cuts on Railroad property.

(B) Westbury:

(1) Westbury Station to be upgraded, to include direct access to the new south parking garage from the south platform¹, new pedestrian overpass, piping for heated platforms, WiFi, platform shelters, security cameras, and other features as outlined in the FEIS. It is understood and agreed by MTA and the Design-Builder that a retaining wall to support the south side of the Railroad right of way is included in the Work and shall not constitute a change to the Work or entitle the Design-Builder to an increase in the Contract Price, irrespective of whether or not the Parking Structure Option for the south side garage is exercised.

(C) Garden City:

(1) Merillon Avenue Station will not have an elevated pedestrian crossing; it will have a pedestrian underpass opening onto Nassau Boulevard as described in the FEIS.

(2) The Project will include an improved Merillon Avenue Station, to include piping for heated platforms, WiFi, platform shelters, ADA accessibility by elevator from platform level down to existing underpass, and security cameras, along with other features as outlined in the FEIS.

(3) No material change shall be made to the width of the Denton Avenue underpass. Any new/modified bridge over Denton Avenue will be designed to have a maximum clearance of [REDACTED] between the roadway surface and the underside of the bridge, provided that construction tolerance of up to [REDACTED] (i.e., to [REDACTED] will be allowed to account for settling, subsidence of soils, or unanticipated site conditions.

(D) Mineola:

(1) The Project will include an improved Mineola Station, to include piping for heated platforms, WiFi, platform shelters, additional ADA capacity by elevator at Main Street, security cameras, and other features as outlined in the FEIS. The station will not include benches.

(2) The Project will include a shifting of the platform to the east to allow for pedestrian and traffic dispersion away from the Station area which has frequent bottlenecks, and to draw pedestrians closer to the Main Street shopping and business district.

¹ If option for south garage is exercised.