Agency Correspondence and Public Involvement

APPENDIX E

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Appendix E Agency Correspondence and Public Involvement

AGENCY COORDINATION AND PUBLIC INVOLVEMENT TABLES

Table E-1. Project Public Meetings

Date	Location	Activity
April 23, 2020	Bronx, NY	Meeting with Bronx Borough Board Meeting
February 12, 2020	Bronx, NY	Meeting with Bronx Community Board 10
February 10, 2020	Bronx, NY	Meeting with Bronx Community Board 11
February 6, 2020	Bronx, NY	Meeting with Bronx Community Board 9
January 15, 2020	Bronx, NY	Meeting with Bronx Community Board 2
September 26, 2019	Bronx, NY	Meeting with the Bronx & Westchester Community Council
June 10, 2014	New York, NY	Marianne Anderson, New York City Department of Parks and Recreation (NYCDPR)
March 20, 2013	Bronx, NY	Bronx Office of NYCDCP
March 13, 2013	New York, NY	Manhattan Office of New York City Department of City Planning (NYCDCP)
March 11 and April 8, 2013	New York, NY	New York State Department of Transportation (NYSDOT)
January 16, 2013	New York, NY	Hudson Yards Development Corporation (HYDC)
December 2010	New York, NY	New York Metropolitan Transportation Council (incl. NYC TCC) (TAC)
October 29, 2010	—	Robert Yaro (Regional Plan Association)
January 20, 2010	New York, NY	TAC Meeting
January 6, 2010	—	Victoria Mason-Ailey, Columbia University
January 2010	—	Meeting with Kirsten Gillibrand (staff)
December 2009/January 2010	Co-op City and Parkchester, Bronx, NY	U.S. Representative Joseph Crowley (Congressional District 7)
December 2009/January 2010	West 125th Street, New York, NY	U.S. Representative Charles Rangel (Congressional District 15)
December 2009/January 2010	—	U.S. Representative John Hall (Congressional District 17)
December 2009/January 2010	—	U.S. Representative Nitta Lowey (Congressional District 18)
December 2009/January 2010	Parkchester and Hunts Point, Bronx, NY	State Representative (Senate) Ruben Diaz, Sr. (District 32)
December 2009/January 2010	Co-op City and Parkchester, Bronx, NY	State Representative (Senate) Jeff Klein (District 34)
December 2009/January 2010	West 125th Street, New York, NY	State Representative (Senate) Eric T. Schneiderman (District 31)
December 2009/January 2010	West 125th Street, New York, NY	State Representative (Senate) Bill Perkins (District 30)

Table E-1. Project Public Meetings (continued)

Date	Location	Activity
December 2009/January 2010	Upper West Side, New York, NY	State Representative (Senate) Thomas Duane (District 29)
December 2009/January 2010	Co-op City, Bronx, NY	State Representative (Senate) Ruth Hassell Thompson (District 36)
December 2009/January 2010	Parkchester, Bronx, NY	State Representative (Assembly) Naomi Rivera (District 80)
December 2009/January 2010	Parkchester, Bronx, NY	State Representative (Assembly) Peter Rivera (District 76)
December 2009/January 2010	West 125th Street, New York, NY	State Representative (Assembly) Daniel O'Donnell (District 69)
December 2009/January 2010	West 125th Street, New York, NY	State Representative (Assembly) Herman D. Farrell (District 71)
December 2009/January 2010	West 125th Street, New York, NY	State Representative (Assembly) Keith Wright (District 70)
December 2009/January 2010	Upper West Side, New York, NY	State Representative (Assembly) Linda Rosenthal (District 67)
December 2009/January 2010	Co-op City, New York, NY	State Representative (Assembly) Carl Heastie (District 83)
December 2009/January 2010	Co-op City, New York, NY	State Representative (Assembly) Michael Benedetto (District 82)
December 2009/January 2010	Hunts Point, Bronx, NY	State Representative (Assembly) Marcos Crespo (District 85)
December 2009/January 2010	Hunts Point, Bronx, NY	State Representative (Assembly) Carmen E. Arroyo (District 84)
December 2009/January 2010	Parkchester, Bronx, NY	City Council Member Anabel Palma (District 18)
December 2009/January 2010	Parkchester, Bronx, NY	City Council Member Jose Rivera (District 15)
December 2009/January 2010	Hunts Point, Bronx, NY	City Council Member Maria Carmen del Arroyo (District 17)
December 2009/January 2010	Co-op City, New York, NY	City Council Member Larry Seabrook (District 12)
December 2009/January 2010	Co-op City and Parkchester, Bronx, NY	City Council Member James Vacca (District 13)
December 2009/January 2010	Upper West Side, New York, NY	City Council Member Christine Quinn (District 3)
December 2009/January 2010	West 125th Street, New York, NY	City Council Member Robert Jackson (District 7)
December 2009/January 2010	West 125th Street, New York, NY	City Council Member Inez Dickens (District 9)
December 2009/January 2010	Co-op City, Bronx, NY	Kenneth Kearns (DM of Board 10)
December 2009/January 2010	—	Ms. Pat Jones (CB 9)
December 2009/January 2010	—	Penny Ryan (DM of Board 7)
December 2009/January 2010	—	Robert Benfatto (Board 4)
December 2009/January 2010	Parkchester, Bronx, NY	Francisco Gonzales (DM of Board 9)
December 2009/January 2010	Parkchester, Bronx, NY	John Fratta (DM of Board 11)
December 2009/January 2010	Hunts Point, Bronx, NY	John Robert (DM of Board 2)
December 2009/January 2010	—	Kevin Corbett (Chair of Empire State. Transportation Alliance)

Table E-1. Project Public Meetings (continued)

Date	Location	Activity
December 2009/January 2010	—	Buzz Paaswell (University Transportation Research Center)
December 2009/January 2010	New York, NY	Operations TAC Meeting with Long Island Railroad (LIRR), New Jersey Transit (NJ TRANSIT), Amtrak, Metro-North Railroad
November 18, 2009	—	Meeting with Charles Schumer (staff)
November 4, 2009	Connecticut	CT Department of Transportation
November 4, 2009	—	William Henderson (PCAC)
October 13, 2009	West 125th Street and Upper West Side, New York, NY	City Council Member Gail Brewer (District 6)
October 10/29, 2009	West 125th Street and Upper West Side, New York, NY	U.S. Representative Jerry Nadler (Congressional District 8)
October 7, 2009	Bronx, NY	Bronx Borough President Ruben Diaz, Jr.
October 7, 2009	Hunts Point, Bronx, NY	U.S. Representative Jose E. Serrano (Congressional District 16)
September 29, 2009	New York, NY	Mayor's Office of Environmental Coordination (TAC)
September 29, 2009	New York, NY	NYC Department of Parks and Recreation (TAC)
September 29, 2009	New York, NY	NYC Economic Development Corporation (TAC)
August 2002	Manhattan, NY	Meeting with Manhattan Borough President's staff
July 31, 2002	Parkchester, Bronx, NY	Community Open House
July – September 2002	Manhattan and Bronx, NY	Meetings with District Managers of Manhattan Community Board 9 (W. 125th Street), and Bronx Community Boards 9 (Parkchester), 10 (Co-op City), 11 (north-central Bronx) and 12 (northern Bronx)
June 27, 2002	Hunts Point, Bronx, NY	Community Open House
June 25, 2002	125th Street, NY, NY	Community Open House
June 24, 2002	Co-Op City, Bronx, NY	Community Open House
June 19, 2002	Parkchester, Bronx, NY	Meeting with Bronx Community Board 9 Member
June 12, 2002	Parkchester, Bronx, NY	Meeting with Bronx Community Board 9
June 12, 2002	Hunts Point, Bronx, NY	Meeting with Bronx Community Board 2
June 12, 2002	Hunts Point, Bronx, NY	Public meeting at Bronx Community Board 2
June 10, 2002	Co-op City, Bronx, NY	Meeting with Bronx Community Board 10
June 7 and September 12, 2002	Bronx, NY	Meetings with Bronx Borough President's staff
June 7, 2002	New York, NY	Meeting with Manhattan Borough President's staff
November 27, 2001	New York, NY	TAC Meeting. #4
November 27, 2001	New York, NY	CLC Meeting. #3
October 17, 2000	New York, NY	TAC Meeting. #3
October 17, 2000	New York, NY	CLC Meeting. #2
March 16, 2000	New York, NY	TAC Meeting. #2
October 7, 1999	Stamford, CT	Public scoping meeting
October 5, 1999	Tarrytown, NY	Public scoping meeting
September 30, 1999	Co-op City, Bronx, NY	Public scoping meeting

Table E-1. Project Public Meetings (continued)

Date	Location	Activity
September 28, 1999	New York, NY	Public scoping meeting
September 23, 1999	Grand Central Terminal, NY	Public open house
September 22, 1999	Penn Station, NY	Public open house
September 21, 1999	New York, NY	CLC Meeting. #1
September 14, 1999	New York, NY	Agency scoping meeting and TAC Meeting. #1
January 14, 1995	—	Poughkeepsie/Dutchess City Transportation Committee
January 14, 1993	New York, NY	NYC Department of Transportation (TAC)
January 14, 1993	New York, NY	NYC Department of Environmental Protection (TAC)
January 14, 1993	New York, NY	NYC Landmarks Preservation Commission (TAC)
January 14, 1993	Westchester, NY	Westchester County Planning Board (TAC)
January 14, 1993	Putnam, NY	Putnam County Dept. of Planning and Dev. (TAC)
January 14, 1993	—	Mid Hudson South TCC (TAC)

Source: WSP and Metro-North, 2020

Table E-2. GEC/Stakeholder Meetings (March 2019–June 2020)

Date	Meeting/Coordination Summary
June 18, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
May 21, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
May 6, 2020	Meeting with MTACD and U.S. Army Corps of Engineers to review Permit Pre-Application
April 16, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
March 19, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
February 20, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
January 16, 2020	Monthly Progress Meeting with MTACD, MNR, LIRR and Amtrak
November 7, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
October 30, 2019	Meeting with MTACC, MNR and Amtrak to review the AC Traction Power Load Flow Studies
October 28, 2019	Meeting with MTACC and MNR to review New Rochelle Yard design concepts
October 24, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
October 22, 2019	Meeting with MTACC and Amtrak to review proposed track outages, construction phasing, support protection resources
October 10, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
October 3, 2019	Meeting with MTACC and Amtrak to review the Pelham Bay Bridge project
October 3, 2019	Meeting with MTACC and Amtrak to review the track design plans
September 19, 2019	Meeting with MTACC, Amtrak, MNR and CSX to review track alignment
September 12, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
September 6, 2019	Meeting with MTACC, MNR, Amtrak, FRA and FTA to review the project simulations
August 29, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
August 27, 2019	Meeting with Amtrak to discuss the subsurface investigation program
August 19, 2019	Meeting with Montefiore Medical Center to review Morris Park Station
August 14, 2019	Meeting with NYCDCP to review Morris Park Station
August 8, 2019	Meeting with NYC Department of City Planning, NYC EDC and NYCDOT to review station designs
August 1, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
July 25, 2019	Meeting with MTACC, MNR and Amtrak to review the track alignment
July 18, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
July 11, 2019	Meeting with MTACC, MNR, Amtrak, FTA and FRA to provide a project briefing and update
June 27, 2019	Meeting with New York State and CSX to discuss the track alignment
June 21, 2019	Meeting with MTACC, MNR and Amtrak to review stations design approach
June 19, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
June 18, 2019	Meeting with MT Meeting with MTACC and Amtrak to review the Track Basis of Design
June 17, 2019	Meeting with MTACC and Amtrak to review the Communications Basis of Design
June 5, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
June 2019	Provided RTC simulations track alignments to Amtrak
May 22, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
May 21, 2019	Meeting with MNR and CSX to review the track alignment
May 9, 2019	Meeting with MTACC and Amtrak to review the Signals Basis of Design
May 8, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
May 7, 2019	Meeting with MTACC and Amtrak to review the Structures Basis of Design and the Amtrak Pelham Bay Bridge project status

Table E-2. GEC/Stakeholder Meetings (March 2019–June 2020 (continued)

Date	Meeting/Coordination Summary
May 6, 2019	Meeting with MTACC, MNR and Amtrak to review the track alignment
May 3, 2019	Meeting with MTACC, MNR and Amtrak to review the Stations Basis of Design
April 26, 2019	Conference call with Amtrak to discuss the Traction Power and OCS Basis of Design
April 24, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
April 22, 2019	Meeting with NYCDCP, NYCEDC and NYCDOT to review stations designs
April 18, 2019	Meeting with MTACC, MNR, Amtrak to discuss PSA simulations/working group meeting
April 12, 2019	Meeting with MTACC, MNR and LIRR to discuss DC Traction Power Studies
April 10, 2019	Bi-weekly Progress Meeting with MTACC, MNR, LIRR and Amtrak
April 5, 2019	Meeting with MTACC, MNR, Amtrak to discuss PSA simulations/working group meeting
April 3, 2019	Meeting with Amtrak to review/workshop the track alignment
March 27, 2019	Meeting with NYC Department of City Planning to review the Morris Park and Parkchester/Van Nest Stations
March 27, 2019	CSX provided letter dated March 27, 2019 and reconfirmed July 3, 2019 stating "CSX has not identified a fatal flaw" of alignment E2
March 18, 2019	Meeting with MTACC and Amtrak technical discipline leads to review project scope
March 6, 2019	Stakeholder Kick-Off Meeting with MTACC, MNR, Amtrak, LIRR to review the project scope
March 5, 2019	Coordination conference call with CSX
March 1, 2019	Meeting with MTACC, MNR, Amtrak to discuss PSA simulations/working group meeting

Source: WSP, 2020

Table E-3. Technical Working Group Meetings between January 2016 and August 2019

Date	Meeting
OPERATIONS SIMULATIONS	
March 1, 2019	Working Group meeting to present findings of randomize results on the NHL and full territory
September 13, 2018	Working Group meeting to present draft findings of deterministic results on NHL and full territory, and discuss cases for randomize runs
June 13, 2018	Steering Committee meeting to discuss preferred option for HGL. Agreed for MNR to prepare a memorandum comparing Options E' and G for Amtrak and other Steering Committee members to facilitate selection of a preferred HGL alignment
May 4, 2018	Working Group meeting to present results for perturbed simulations of discrete delay events (police activity at stations and Hell Gate Bridge openings) and provide an overview of all Hell Gate Line simulations and comparison of the options
March 29, 2018	Working Group meeting to present updated deterministic simulations and results of randomized simulations
February 8, 2018	Follow up call with working group members (Amtrak) to discuss HGL initial results
January 25, 2018	Working Group meeting on HGL Deterministic Simulations findings for Options A1, B1, C2, E, and G
October 25, 2017	Working Group meeting. Briefed working group on Hell Gate Line (HGL) alignment options and operations simulations to be studied (A1, B1, C2, E, G)
February 28, 2017	Kick-off meeting
POWER SIMULATIONS	
August 22, 2019	Working Group meeting with LIRR on further analysis of DC traction power section and provided an overview of the draft report
April 12, 2019	Working Group meeting with overview of DC section technical analyses, preliminary simulation results for PSNY to Woodside DC section, and discussed the Hell Gate Line DC section results
October 19, 2018	Meeting with LIRR to discuss DC power assumptions and understanding of separate LIRR study
September 27, 2018	Working Group meeting on the preliminary findings of the DC traction power section from PSNY through HAROLD Interlocking and on the HGL simulations. Also provided an overview of the Amtrak Phase Break section located north of GATE Interlocking
June 12, 2018	Working Group meeting on the preliminary findings of the HGL traction power simulations
November 9, 2017	Working Group meeting on status of the seasonal readings taken at MNR substations, the transition of AC power to DC power from HAROLD Interlocking to GATE Interlocking
February 28, 2017	Kick-off meeting
TRAVEL DEMAND FORECASTING	
November 9, 2017	Working Group meeting on the draft 2025 travel demand forecasts and the draft findings of the MNR 2016 Customer Satisfaction Survey
February 24, 2017	Working Group kick off meeting on the travel demand forecast refinement activities, origin-destination patterns, and early findings from the MNR 2016 Customer Satisfaction Survey

Table E-3. Technical Working Group Meetings between January 2016 and August 2019 (continued)

Date	Meeting
STATION AREA PLANNING/TOD/VALUE CREATION	
July 14, 2017	Working Group meeting with NYC Department of City Planning to brief on work performed and discuss potential next steps
November 22, 2016	Working Group meeting with HR&A presentation of initial value capture findings
August 8, 2016	Working Group meeting on market analysis summary with HR&A
June 27, 2016	Working Group meeting on TOD & Value Capture with executives
May 2, 2016	Working Group meeting on value capture study with HR&A
April 5, 2016	Kick off meeting on value capture study kickoff with HR&A
March 16, 2016	Working Group meeting on potential and/or proposed development around station areas and value capture study scope of work
February 5, 2016	Working Group meeting on potential and proposed development around station areas, NYC Department of City Planning efforts, and value capture study scope of work
January 15, 2016	Kick off break out session

Source: WSP, 2019

PLANNING PROCESS AND EXPENSE AGREEMENT

Penn Station Access Project
Planning Process and Expenses Agreement

This **Planning Process and Expenses Agreement** (this "**Agreement**") is made as of the 1st day of September, 2015, by and among the **National Railroad Passenger Corporation**, a corporation organized under the laws of the District of Columbia, with its principal office at 60 Massachusetts Avenue, NE, Washington DC 20002 ("**Amtrak**"), the **Metropolitan Transportation Authority,** a New York public benefit corporation with its principal office at 2 Broadway, New York, New York, 10004 **("MTA"), Metro-North Commuter Railroad Compan**y a public benefit corporation subsidiary of MTA whose principal places of business is situated at 420 Lexington Avenue, 11th floor, New York, New York 10170 ("**Metro-North**") and **Long Island Rail Road** a public benefit corporation subsidiary of MTA whose principal place of business is situated at Jamaica Station, Queens, New York 11435 **("LIRR"**, and with Amtrak, MTA, and Metro-North being collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, the parties desire to work cooperatively on the conceptual planning for a potential expansion of Metro-North's commuter rail service into New York Penn Station ("**Penn Station**") via Amtrak's Hell Gate Line, including the establishment of four proposed commuter stations to be built in the Bronx, New York (the "**Project**").

NOW, THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties, intending to be legally bound, agree as follows:

1. MTA has proposed the Project to allow Metro-North to operate trains between the New Haven Line and Penn Station via Amtrak's Hell Gate Line and East River tunnels (the "**Service**") and to add four commuter stations along Amtrak's Hell Gate Line in the Bronx, New York in the vicinity of Co-Op City, Morris Park, Parkchester/Van Nest and Hunts Point.

2. It is anticipated that the Project will be advanced in the following four Phases: Project Development and NEPA, Engineering, Construction, and Operation. This Agreement addresses the Project Development and NEPA Phase. The Design and Permitting, Construction, and Operation Phases will be addressed in future agreements.

3. The Project Development and NEPA Phase will consist of the following activities: (a) technical analysis, simulations, levels of service studies and related planning; (b) conceptual engineering; (c) the environmental review process which will be based on a conceptual Project scope emanating from the activities in this section and includes submitting required documents to the Federal Transit Administration ("FTA") to issue an environmental finding; (d) initial preliminary engineering, as necessary, to help to define the Project at the concept level and, as appropriate, to identify potential impacts and solutions during the environmental review process; and (e) determination of initial capital cost and operating expense responsibilities, taking into account in such determination any applicable requirements of the NEC Commission Interim Cost Allocation Policy document as approved on December 17, 2014 or as may be amended in the Final Cost Allocation Policy document, scheduled to be voted upon in September 2015.

4. MTA, through Metro-North and with the timely cooperation and assistance of the other Parties, will continue the Project Development and NEPA Phase for the Project, to determine Project feasibility and generate information for the Parties to use in subsequent consideration of advancement of the Project and development of any necessary agreements.

5. The Parties acknowledge that:

   a. The Project Development and NEPA Phase shall include review of all relevant service plans, including both peak and all-day service plans and provide an understanding of future service plans and consequences for the entire New Haven Line from Penn Station/LIRR West Side Yard to New Haven and all other train service from Harold to Penn Station.

   b. The planning analysis activities that are part of the Project Development and NEPA Phase relating to the use of Amtrak property or infrastructure shall be guided by design parameters provided by Amtrak and make appropriate use of applicable Amtrak standards unless otherwise agreed to by the Parties. Amtrak shall have the right to review and approve all designs for proposed improvements to Amtrak property and infrastructure, including station locations.

   c. The service plans for Amtrak, Metro-North and LIRR to be accommodated by the Project and within the Project territory must include the reasonable future expansions acceptable to the Parties of (i) intercity service as (A) defined by Amtrak and (B) planned by the States of New York (Empire Corridor improvements), Connecticut, Massachusetts and Vermont (NHHS/Connecticut River Line and Inland Route improvements) as defined in approved HSIPR projects Service Outcomes Agreements between the respective states and the Federal Railroad Administration, and (ii) commuter services.

   d. Following the execution of this Agreement, the Parties shall develop a process for incorporating any change to service and infrastructure assumptions that occur during the Project Development and NEPA Plan phase so that any impact on the planning analysis during such Phase can be assessed.

   e. The design approval in the Project Development and NEPA Phase is for planning purposes and does not constitute Project approval by Amtrak and as such, does not substitute for other, additional Amtrak approvals that will be required if the Project is advanced beyond the Project Development and NEPA Phase.

   f. The assumed baseline Penn Station usage levels ("Baseline Levels") for the railroads currently using Penn Station that will be used to analyze impacts at Penn Station as a result of the Project shall be as follows:

      i. for Amtrak: Intercity 2020 Operating Plan providing twice-per-hour high speed services in both directions, Regional Service at 2015 levels or as modified by HSIPR project service levels as defined in Section 4.c, and 2015 Long Distance services, collectively shown in Appendix A;
      ii. for New Jersey Transit ("NJT"): NJT service levels as set forth for study in Task C of the New York Penn Operations Study (MTA Agreement Number: 06230-0100); and
      iii. for LIRR: LIRR's usage entitlement under agreements with Amtrak, including the Penn Station Joint Facilities Agreement. The addition of Metro-North service into

Penn Station shall be aggregated with the LIRR service into Penn Station and such aggregate service shall not exceed LIRR's Baseline Levels.

However, should it be determined that additional capacity at Penn Station above the Baseline Levels is available, the utilization and allocation of such additional capacity shall be the subject of the terms of existing agreements between LIRR and Amtrak and such additional planning and future agreements as MTA and Amtrak shall mutually agree to.

The Connecticut Department of Transportation (CDOT) will be included as a participant in the development of future service plans operating over the New Haven and Hell Gate Lines. Metro-North and Amtrak shall confer with CDOT regarding overall level of frequencies, stopping patterns and general scheduling of the trains for both commuter and intercity services.

6. MTA agrees to reimburse Amtrak for all direct costs, expenses and appropriate overheads incurred in association with Amtrak's and Amtrak's third party contractor's and consultant's participation in the planning and design of the Project. Amtrak and MTA shall develop a process for planning, budgeting and advance approval of such support services so that such services are as targeted and efficient as possible and the associated costs, expenses and related reimbursement obligations are minimized.

7. It is contemplated that in connection with the Project, there will be additional agreements that include some or all of the Parties, including, without limitation, entry permits, construction, real estate and engineering agreements, and an operating and maintenance agreement.

8. This Agreement shall expire on the earlier of (a) December 31, 2017, or (b) the date that the FTA issues its final environmental finding for the Project. Should the Parties wish to continue the Project Development and NEPA Phase beyond such expiration date, or move into the Engineering Phase of the Project, or commit themselves to any further action related to the Project, the necessary Parties shall timely enter into written agreements related thereto.

9. Each Party's point person for the conceptual planning effort described herein is set forth below:

    a. Amtrak: Andrew Galloway, Chief, Corridor Planning and Performance, NEC IID, 215-349-1371, gallowd@amtrak.com
    b. MTA: William Wheeler, Director of Special Project Development and Planning, 212-878-7258, wwheeler@mtahq.org
    c. Metro-North: Michael Shiffer, Vice President, Planning, 212-340-2355, shiffer@mnr.org
    d. LIRR: Patrick A. Nowakowski, President 718-558-8252 panowak@lirr.org

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Metropolitan Transportation Authority

By: Thomas F. Prendergast
Its: Chairman & Chief Executive Officer

Metro-North Commuter Railroad Company

By: Joseph Giulietti
Its: President

Long Island Rail Road

By: Patrick A. Nowakowski
Its: President

National Railroad Passenger Corporation

By: Stephen Gardner
Its: Vice President, Northeast Corridor Infrastructure and Investment Development

APPROVED AS TO FORM:

Michael F. Collins
Associate General Counsel
Amtrak Law Department

EXECUTED AMTRAK MOU

AGREEMENT BETWEEN THE NATIONAL RAILROAD PASSENGER CORPORATION AND THE METROPOLITAN TRANSPORTATION AUTHORITY RELATING TO COMMUTER RAIL OPERATIONS ON THE HELL GATE LINE

This Agreement between The National Railroad Passenger Corporation ("Amtrak") and the Metropolitan Transportation Authority ("MTA") ") acting by MTA Capital Construction Company ("MTACC") (each individually a "Party" and collectively the "Parties") is intended to set forth the terms and understandings between and among them related to the operation of new commuter service by Metro-North Commuter Railroad Company ("MNR") on the existing Amtrak corridor between New Rochelle, NY and Penn Station, NY, known herein as the "Hell Gate Line" or "HGL". This agreement sets forth the terms, to be further defined and negotiated as required, related to the design and construction of, and ultimately operation and use by MNR of tracks, stations and other facilities along the Hell Gate Line; the undertaking and completion of required environmental review of such actions; the terms of usage of Amtrak infrastructure, services and/or real estate for the operation of MNR commuter service on the Hell Gate Line; other improvements of the Hell Gate Line to permit such operation of commuter service by MNR while maintaining capacity and performance for present and currently planned future Amtrak service on the Hell Gate Line and at Penn Station, NY (the "Project" or the "HGL Project").

WHEREAS, Amtrak is the provider of intercity rail passenger service on and owner of various segments of the Northeast Corridor (NEC) right-of-way between Boston and Washington, DC, including the Hell Gate Line between New Rochelle, NY and Harold Interlocking in Queens, NY, and the segment of the NEC mainline that connects Harold Interlocking to Penn Station, NY and Penn Station, NY itself; and

WHEREAS, Long Island Rail Road ("LIRR") is the provider of commuter rail passenger service between Penn Station, NY, and various destinations on Long Island, including over the segment of the NEC mainline owned by Amtrak that connects Harold Interlocking to Penn Station, NY and Penn Station, NY itself; and

WHEREAS, Execution of this Agreement will be subject to the prior review and approval of the Amtrak Board of Directors; and

WHEREAS, MNR is a New York State public benefit corporation and a subsidiary of the MTA that provides commuter railroad service between New York City and its northern suburbs in New York and Connecticut; and

WHEREAS, MTA is the owner of the NY State portion of the New Haven Line and MNR is the operator of the entire New Haven Line that Amtrak depends upon for operation of its Northeast Corridor services; and

WHEREAS, MTACC is a public benefit corporation and a subsidiary of the MTA that serves as the project management arm for certain transit infrastructure and system expansion projects for the MTA and its subsidiary and affiliate agencies; and

WHEREAS, the Parties recognize that capacity at Penn Station, NY and in the East River Tunnels currently is severely constrained; and

WHEREAS, MTA has requested that Amtrak provide MTA with the right to operate certain MNR trains over the Hell Gate Line in order to provide critical resiliency for access to Penn Station, NY, to meet growing demand for travel along the New Haven Line, and to provide MNR commuters with access to the northern suburbs to and from Penn Station NY, and to provide additional MNR stations in the Bronx, and Amtrak is willing to do so on the initial terms and conditions set forth herein and in more definitive agreements to be negotiated and executed; it being understood by MTA, MTACC and MNR that such use cannot diminish Amtrak's existing use of, or currently anticipated growth over, the Hell Gate Line, and that construction of additional rail capacity, stations, and improvements related to MNR's service on the HGL at MTA's expense as described more fully in the agreements described in Section 11 hereof is a condition to MNR's use of the Hell Gate Line; and

WHEREAS, the Parties recognize that the Hell Gate Line passes through several densely populated neighborhoods in the Bronx that are transit-deprived, and the MTA desires to provide connectivity to the Manhattan Central Business District from the east Bronx, as well as to job centers in Westchester County and Connecticut; and

WHEREAS, the Parties recognize that the addition of commuter service to the Hell Gate Line will require significant capital investment to Amtrak-owned infrastructure between New Rochelle, NY and Penn Station, NY in order to preserve existing intercity service at current or projected performance levels and maintain Amtrak's existing capacity for the growth of intercity service over the Hell Gate Line; and

WHEREAS, the Parties acknowledge that the proposed construction and improvements on the Hell Gate Line are necessary to support the new commuter service and will benefit MNR and its passengers and transit-deprived neighborhoods and, depending upon final project design and ultimate construction work scope, Amtrak is expected to gain improved operational flexibility and capacity for current and future new Amtrak scheduled train services and an upgraded alignment as described in the scope of work of the RFP for a General Engineering Contactor, as described in paragraph 9 hereof;

WHEREAS, the Parties intend to enter into a series of further agreements to allow MTACC to design and construct the improvements necessary for MNR to use the Hell Gate Line, and upon completion thereof in accordance with more definitive agreements to be negotiated and executed between and among the Parties, to have MNR access the Hell Gate Line for operations and to operate MNR's trains and stations on Amtrak's Hell Gate Line.

NOW THEREFORE, the Parties hereby agree to the following:

1. The Parties shall develop a general schedule for the design, construction, testing, commissioning and operation of the various aspects of the Project and the commencement of

MNR commuter service on the HGL and access to Penn Station, New York, taking into account the following guiding principles:

a. Operation of commuter service on the HGL into Penn Station, NY shall not commence until MTACC has demonstrated reasonable progress toward completion of the East Side Access project in accordance with the schedule described in subparagraph (b), below. Notwithstanding the foregoing limitation, the Parties agree to consider the possible operation of future MNR service on portions of the HGL between the new stations to be constructed as part of the Project on the HGL and points in Connecticut prior to placement of the East Side Access Project in revenue service if sufficient HGL infrastructure has been built or improved and the appropriate operating schedules have been developed by the Parties, as verified by rail operations simulations that have as their objective the goal of permitting such service to be regularly operated without adversely impacting Amtrak service on the HGL.

b. MTA and Amtrak shall agree on a schedule and Amtrak shall support MTA in developing and advocating a funding strategy for completion of the remaining aspects of the Regional Improvement projects, as defined in the Service Outcomes Agreement for the Harold Interlocking Project (Harold Project) between National Passenger Railroad Corporation and MTA and predecessor agreements referenced therein (collectively the "Harold Interlocking Agreements"), including the East Bound Reroute Track, the West Bound Bypass Track, Sunnyside Loop Tracks improvements and construction of a new Amtrak Car Wash, The Harold Project is subject to a grant agreement between the MTA and the Federal Railroad Administration under the High Speed and Intercity Passenger Rail Grant Program.

c. Any operation of commuter service on the Hell Gate Line into Penn Station, NY must be coordinated with the requirements of the East River Tunnel Rehabilitation project ("ERT Rehab"), including the demands on Amtrak's workforce associated with the ERT Rehab, any necessary preparatory work related to the East River Tunnel outages and the serial closure of Line 1 and Line 2. Amtrak is taking general steps to develop sufficient force account staff and other personnel as necessary to support major Northeast Corridor capital projects, including the ERT Rehab and the HGL projects. Amtrak will make all reasonable efforts to provide appropriate levels of support and resources for the HGL Project consistent with the terms and project schedules developed as part of future agreements between the Parties covering the HGL Project. The project and outage schedule for the ERT Rehab will be developed by Amtrak, in coordination with the regional outage scheduling process involving the Parties, and this schedule shall serve as a critical input into the development of the Project schedule. Amtrak will work with the MTA to develop the service plans that will be in effect during the implementation of the ERT Rehab project and this service plan will require reductions in train service for the three railroads. The Parties acknowledge that any such service plan will be developed to reflect the service needs of Amtrak, MTA (LIRR and MNR) and NJ Transit and to minimize the impacts of East River Tunnel outages on the existing services. As such, MTA or its subsidiaries or affiliates recognize that operation of MNR service into Penn Station during the undertaking of the ERT Rehab project will only be permitted to occur to the extent that the percentages of trains operated into Penn Station during this period by MTA railroads (MNR and LIRR together) does not exceed the percentage of trains

operated into Penn Station by MTA railroads prior to the undertaking of the ERT Rehab project and such operation does not materially negatively impact Amtrak or NJ Transit operations.

d. The number of MNR trains into Penn Station over the Hell Gate Line shall be determined as described in paragraph 2, below.

e. The plans for the Project, including the MNR service plan for HGL and Penn Station service, which are subject to Amtrak's approval which shall not be unreasonably withheld or delayed, are being developed to accommodate an Amtrak service plan that includes a 35% increase in Amtrak service ("the Amtrak Service Plan," Attachment 1) on the HGL. The plans will include improvements to the HGL infrastructure as reasonably necessary to preserve Amtrak's ability to achieve this service growth. MTA will design and implement the Project so that it shall not interfere with Amtrak's accomplishment of its objectives stated in the Amtrak Service Plan, create scheduling conflicts between the proposed MNR service and existing or planned Amtrak services (as set forth in the Amtrak Service Plan), or create Penn Station or HGL construction outages (to be negotiated pursuant to the existing regional outages scheduling process) that unreasonably interfere with Amtrak or MNR operations. In order to meet the increasing service demands of their customers, the Parties will also cooperate to consider future Amtrak and MNR service growth on the HGL beyond the levels of service contained in the MNR service plan approved by the Parties as part of the Project. However, it is also understood that Amtrak remains the owner of the HGL and, subject to the terms of the Passenger Rail Investment and Improvement Act of 2008 ("PRIIA"), and the other Federal statutes pertaining to Amtrak, retains the right to approve the allocation of any capacity on the HGL not created and assigned to the Parties by the HGL Project and related agreements.

f. The Parties will endeavor to complete the following Project activities within the time frames noted: Preliminary Design (30%) and procurement: 20 months; construction and commissioning: 34 months

2. MTA, through the LIRR, currently holds a contractual right to a specified number of trains operating into Penn Station, NY through the East River Tunnels and the proportion of peak and off-peak slots available to MTA upon completion of the Project for the use of either the LIRR or MNR shall be at least the same as the current proportion of respective LIRR peak and off-peak trains to the total peak and off-peak total trains into Penn Station through the East River Tunnels, other than during the ERT Rehab project as described in subparagraph 1.c. In no event shall Amtrak suffer any regular or intentional reduction in service or on-time performance levels as a result of the new service to be implemented as a result of the Project, or the loss of available Amtrak capacity as a result of this Project or MNR service on the HGL, except as may occur during Amtrak-approved outages and other construction activities during the construction of the improvements to the HGL as part of the Project.

3. Amtrak has projected growth in traffic on the HGL in its current condition, and the Parties will agree upon terms and conditions in subsequent agreements so that, consistent with the principles outlined in Paragraphs 1 and 2 and the requirements of PRIIA and other

applicable Federal statutes, operation and scheduling of MNR commuter rail over the HGL and within Penn Station, NY will not preclude current or future Amtrak train growth, subject to the process for consideration of the further use of capacity outlined in Section 1.e above, or diminish Amtrak performance over the HGL, including at Shell Interlocking (CP216).

4. MTACC will preserve or create infrastructure capacity on the HGL that is sufficient for MNR planned operation of new train service, as well as the current and currently planned future Amtrak intercity train service at levels of frequency and performance contemplated in the Amtrak Service Plan referenced in Section 1.c., above.

5. MTA, through MTACC or MNR, will pay the costs of all permitting, design and construction of capital improvements on the HGL, and at Penn Station, if any, that are reasonably necessary to commence MNR commuter operations thereon as determined by the Parties and pursuant to agreements to be entered into between MTA and/or MNR and Amtrak. In addition, MTA and/or MNR shall pay to Amtrak for the ongoing operating and capital costs associated with MNR use of the HGL and Penn Station in accordance with the Northeast Corridor Commission's Cost Allocation Policy and Section 212 of PRIIA, as the same may be amended from time to time, pursuant to an operating agreement to be entered into between MNR and Amtrak.

6. Rights to Property on the Hell Gate Line.

   a. Upon completion of the Project and except with respect to property rights granted to MTA or MNR in connection with property to be exclusively used by MTA or MNR, Amtrak shall own and have the right to use any such infrastructure improvements made by the MTA or its subsidiaries or affiliates to the HGL for the purpose of providing Amtrak service and operating the HGL. Amtrak shall grant such property rights to MTA as are necessary to allow MTA to have continuing control, as that term is understood within the context of Federal Transit Administration (FTA) regulations, for the durations required by the FTA of improvements funded with FTA grants or other federal funding.

   b. Amtrak shall have access to and use of any stations or facilities built by or for the MTA or its subsidiaries or affiliates on the HGL for the purpose of providing Amtrak service and operating of the HGL, in accordance with an operating agreement to be entered into between MNR and Amtrak. Amtrak shall bear the incremental costs (including but not limited to any design, permitting, or construction costs associated with Amtrak requested changes to the design or construction of the station or facilities, and/or compliance with the Federal Railroad Administration, the Americans with Disabilities Act, and other applicable laws and regulations), if any, of making the stations usable for Amtrak service.

   c. If such stations are used by Amtrak, Amtrak shall pay MTA or its subsidiaries or affiliates for its use of such stations and station-related infrastructure in accordance with the Northeast Corridor Commission's Cost Allocation Policy and Section 212 of PRIIA,

as the same may be amended from time to time, pursuant to an operating agreement to be entered into between MNR and Amtrak.

7. MTA, through MTACC and MNR, will be solely responsible for obtaining all necessary approvals for the Project at its expense. MTA shall provide Amtrak the right to review any environmental impact statements and submittals to governmental authorities reasonably in advance of submission, and to approve the same with regards to the portions of such statements or submittals that describe, characterize, or represent Amtrak properties, infrastructure, services or assets or to the extent such statements or submittals impose any obligation, restriction, or liability upon Amtrak, which approval shall not be unreasonably withheld or delayed. Amtrak shall cooperate, with all Amtrak expenses being fully reimbursed, as reasonably necessary for the MTA to obtain such approvals. If such approvals are obtained, Amtrak shall provide MTA with the right to make such improvements and utilize Amtrak infrastructure for MNR operations, and MNR will then be permitted to use the Hell Gate Line infrastructure for commuter service on terms agreed to by the Parties in accordance with the Northeast Corridor Commission's Cost Allocation Policy and Section 212 of PRIIA, as the same may be amended from time to time.

    a. MTA acknowledges that Amtrak is the owner of the HGL and is agreeing to MNR use of the HGL partially in exchange for MTA's commitment to (i) review and evaluate Amtrak's proposal and associated feasibility analysis for Amtrak's use of certain existing MTA/LIRR infrastructure to operate regular, round trip intercity passenger rail service to and from Long Island and the Northeast Corridor and/or other locations on Amtrak's network, and (ii) if determined by the Parties, including LIRR, to be feasible (including an analysis of any capacity constraints, necessary infrastructure modifications, customer service plan, and the allocation of incremental capital and operating costs to Amtrak for use of LIRR infrastructure), will develop an appropriate operating and access agreement, consistent with applicable Federal statutes pertaining to Amtrak rights of access, that will, if finalized and executed, establish the terms and conditions for such service, while at the same time protecting LIRR commuter rail service as currently provided and as reasonably projected to grow in the future. In the event that, on or before September 30, 2020, the Parties and LIRR have not executed such an agreement to permit Amtrak's operation of intercity passenger rail over LIRR infrastructure on Long Island, Amtrak reserves the right to seek additional consideration (to extent permitted under Federal law and PRIIA) in exchange for its agreement to permit MNR service on the HGL.

8. Amtrak is engaged in design phase activities associated with the replacement of Pelham Bay Bridge Project ("PBB Project"). Amtrak will consult with MTACC and MNR as to conceptual design and timing of the PBB Project, which will be designed to accommodate the Co-op City Station to be constructed by MTA as part of the HGL Project, in a location convenient for and easily accessible by area residents to be determined by the Parties. Amtrak will design the Pelham Bay Bridge incorporating input from MTA and MNR and the design shall reflect the Parties' shared goals of enhancing operational efficiency, reducing costs, and benefitting all passengers utilizing trains operating on the HGL. At a future time when the Parties agree that the PBB project needs to advance, or when Amtrak deems that emergency conditions so require replacement of the PBB, the Parties shall

negotiate an arrangement for the implementation of the PBB Project, including cost-sharing in accordance with the Northeast Corridor Commission's Cost Allocation Policy and Section 212 of PRIIA, as the same may be amended from time to time.

9. MTACC has published a Request for Proposals ("RFP") for a General Engineering Consultant ("GEC") to assist in the design of the Project. Amtrak has had the opportunity to comment upon the contents of the RFP and participate in the process of selection of the GEC.

10. MTACC and the GEC will design the Project with input from Amtrak and MNR, and the Parties will enter into a Design Phase Agreement that sets forth their mutual understandings and obligations, including but not limited to: MTACC's, the GEC's and/or another contractor's obligations to provide design drawings to Amtrak at appropriate intervals; Amtrak's right of review and approval of such drawings, and timing for such review and approval; reimbursement to Amtrak for all costs and services that Amtrak provides during the design phase of the Project; insurance, indemnity and liability requirements for the Project, for the GEC and for any other persons who require access to the Amtrak property during the design phase. The Project will be implemented as a "Design-Build" project, excluding Amtrak force account work, provided such "Design-Build" process delivers track, signal electric traction and communications systems that achieve current or improved levels of reliability, are fully compatible with Amtrak's existing systems, in compliance with Amtrak and Federal regulatory requirements, and which do not burden Amtrak with special maintenance or operating costs or obligations. Amtrak's review of the design and construction plans and proposals for the Project shall confirm that such plans and proposals do not burden Amtrak with any such special costs. The Parties shall reach agreement on such other terms and conditions as the Parties may agree are required in order to complete the Project expeditiously.

11. In addition to a Design Phase Agreement, MTACC and/or MNR and Amtrak intend to enter into the following agreements prior to the completion of final design and acknowledge that the following identifications and descriptions of such agreements are only illustrative as to structure, scope and terms:

    a. A Construction Agreement that sets forth the mutual understandings and obligations of the Parties, including but not limited to: the role of each during the construction phase of the Project; the proposed schedule for construction of the Project; approval of the Project contractor or contractors; reimbursement to Amtrak for services it provides during the construction phase of the Project; insurance, indemnity and liability requirements for the Parties, for the GEC, for the construction or Design Build contractor (if a third party other than Amtrak) and for any other persons or entities that perform design or engineering functions in support of the Project and/or require access to Amtrak property during the construction phase; and, such other terms and conditions as the Parties may agree.

    b. Temporary construction easements or licenses that may be required during the construction phase of the Project.

c. Such other property, access or other agreements as may be necessary to support construction and ongoing operation of service or the construction and operations of stations and to satisfy any federal requirements for continuing control, as that term is understood within the context of Federal Transit Administration (FTA) regulations, for the durations required by the FTA of improvements made on Amtrak's property funded with FTA grants or other federal funding.

d. An Operating Agreement, as reasonably determined by the parties, that addresses MTA slots and operations at Penn Station, NY, and that allocates costs based on the application of the applicable costing methodologies included in the NEC Commission Cost Allocation Policy, that establishes the terms and conditions of MNR's operation following completion of construction, including term, allocation of responsibility for implementing and allocating the cost of: dispatching, maintenance of facilities and right-of-way, policing, station operations and maintenance, recapitalization, future capital investment obligations, train frequencies and schedules (and a process for agreeing on changes to both), and, operations of trains on the Hell Gate Line right-of-way based on MNR's right to conduct such operations using its own crews.

12. Amtrak makes no representation or warranty regarding the condition of the Hell Gate Line or Penn Station, NY or their suitability for the Project, or the ability of the MTA to obtain necessary approvals for, or to design, construct or operate, the Project from any third parties.

13. The Parties acknowledge that the Project cannot be designed or implemented and MNR service may not be operated over the HGL in a way that will impair or infringe upon other contractual or statutory rights or obligations that Amtrak has to other entities that utilize the Hell Gate Line. Amtrak will provide documentation to MTA evidencing the statutory rights of such entities. Except to the extent required by applicable law or contract in order to permit the freight railroads that currently have the right to use the HGL for the purpose of providing common carrier freight rail service to continue to do so, once the Parties execute the necessary agreements to commence the full construction of the Project and an approved operating plan for MNR service on the HGL, Amtrak shall only enter into future agreements with freight railroads for use of the HGL that will ensure that any such freight service on the HGL can be regularly operated without materially negatively impacting MNR service on the HGL.

14. MTA, MTACC and Amtrak on behalf of themselves and their subsidiaries or affiliates agree to follow in good faith the contractually-established payment process and dispute resolution process in this or other agreements to resolve any financial disputes related to amounts billed by Amtrak or MTA, or to confirm services rendered by Amtrak or MTA associated with the Project, and agree to not engage in any extra-contractual efforts to withhold or delay payments due under valid agreements entered into in connection with the Project. The Parties agree that, in connection with the Project, they will develop an expedited and binding dispute resolution process that is acceptable to MNR, MTACC and Amtrak and will apply to all matters related to the Project.

15. The MTA and its subsidiaries and affiliates acknowledge the requirement to pay all undisputed invoiced amounts owed to Amtrak related to the Project and matters set forth herein, in a timely manner in accordance with the payment schedules and dispute resolution processes established in any existing or future agreements between the Parties. Amtrak may suspend its performance under this Agreement with 20 days advance written notice for any failure to make payments within 90 days of the due date of any undisputed invoice submitted pursuant to the payment schedules and processes established under Project agreements.

16. The Parties agree that this Agreement shall not give rise to any claim based on promissory estoppel, partial performance, detrimental reliance or any equitable theory. This agreement is terminable by either Party at any time upon 30 days advance written notice to the other Party, with or without cause. In the event of termination of this Agreement, neither Party shall have any obligation or liability hereunder or otherwise with respect to the Project, except for (a) any financial obligation arising from the Project or any Project-related agreement owed by either Party to the other at the date of termination, including costs reimbursable to Amtrak under this agreement incurred by Amtrak prior to termination, and (b) any obligation hereunder that expressly survives the termination of this Agreement.

WHEREFORE, the Parties have set their hands this 11th day of February 2019.

MTA Capital Construction Company

By: _____

Its: President

National Railroad Passenger Corporation

By: _____

Its: Senior Executive Vice President

Metro-North Railroad

By: _____

Its: President

Metropolitan Transportation Authority

By: _____

Its: Acting Chair

PRELIMINARY DESIGN PHASE AGREEMENT

EXECUTION COPY

PRELIMINARY DESIGN PHASE AGREEMENT BETWEEN MTA CAPITAL CONSTRUCTION COMPANY AND NATIONAL RAILROAD PASSENGER CORPORATION FOR PENN STATION ACCESS PROJECT

This Preliminary Design Phase Agreement, executed in duplicate, effective this 14 day of August, 2019, by and between MTA Capital Construction Company ("MTACC"), a subsidiary of the Metropolitan Transportation Authority ("MTA"), a New York State public authority and public benefit corporation and National Railroad Passenger Corporation, a corporation organized under 49 U. S. C. §24101 et seq. and the laws of the District of Columbia, hereinafter called "Amtrak"; each a "Party" and collectively referred to as the "Parties."

WHEREAS, Amtrak is the provider of intercity rail passenger service on and owner of various segments of the Northeast Corridor ("NEC") right-of-way between Boston and Washington, DC, including the Penn Station, NY (sometimes referred to as "PSNY"), the Hell Gate Line between New Rochelle, NY and Harold Interlocking in Queens, NY, and the segment of the NEC mainline that connects Harold Interlocking to PSNY; and

WHEREAS, Metro-North Commuter Railroad Company ("MNR") is a New York State public benefit corporation and a subsidiary of the MTA that provides commuter railroad service between New York City and its northern suburbs in New York and Connecticut; and

WHEREAS, MTA is the owner of the NY State portion of the New Haven Line and MNR is the operator of the entire New Haven Line; and

WHEREAS, MTACC is a public benefit corporation and a subsidiary of the MTA that serves as the project management arm for certain transit infrastructure and system expansion projects for the MTA and its subsidiary and affiliate agencies; and

WHEREAS, MNR, a New York State public benefit corporation and a subsidiary of the MTA, operates three main lines east of the Hudson River (the Hudson, Harlem and New Haven lines), which currently operate from Grand Central Terminal on Manhattan's east side but do not operate from PSNY; and

WHEREAS, MNR desires to carry some MNR New Haven Line ("NHL") service to PSNY via the Hell Gate Line ("HGL") owned and operated by Amtrak, which necessitates alterations to certain Amtrak railroad facilities (hereinafter referred to as the "Amtrak Facilities"), and design and construction of, and ultimately operation and use by MNR of tracks, stations and other facilities along the HGL; the undertaking and completion of required environmental review of such actions; the terms of usage of Amtrak infrastructure, services and/or real estate for the operation of MNR commuter service on the HGL; and other improvements of the HGL to permit such operation of commuter service by MNR while maintaining capacity and performance for present and currently planned future Amtrak service on the HGL and at PSNY (the "Project" or "HGL Project"); and

WHEREAS, Amtrak will allow and cooperate with the continued planning and design-phase activities related to the proposed MNR service over the HGL, subject to the terms set forth herein, and in the Agreement Relating to Commuter Rail Operations on the Hell Gate Line (the

"Hell Gate Line Agreement") dated February 11, 2019, and subject to a subsequent final design and construction phase agreement for the design build phase of the Project and an operating agreement to be executed between Metro-North and Amtrak at the appropriate time; and

WHEREAS, the Scope of Work for the preliminary design phase is described in MTACC Contract PS 864: General Engineering Consultant ("GEC") Professional Design Services for Metro-North Railroad Penn Station Access Project, a copy of which Scope of Work has been approved by Amtrak (the "GEC Scope of Work"); and

WHEREAS, in furtherance of the commitments set forth in the Hell Gate Line Agreement, MTACC desires that Amtrak provide various design review and engineering services in support of the development of a preliminary design package (30% design, or more for certain components as agreed to by the parties, and 100% track design) (the "Preliminary Design"), suitable for MTACC's procurement of a design-build package for the Project (hereafter referred to as the "Preliminary Design Phase"); and

WHEREAS, MTACC and Amtrak acknowledge and agree that the commitments set forth in the Hell Gate Line Agreement and this Agreement shall inform and guide the Parties' discussion of the allocation of duties and costs in the subsequent agreements related to the construction of the improvements to the HGL; and

WHEREAS, Amtrak is willing to provide services in support of the Project and the Parties agree to carry out their responsibilities in connection with the Preliminary Design Phase of the Project in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) paid by each Party to the other, receipt of which is hereby acknowledged, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. DESIGN AND ENGINEERING FOR THE PROJECT:

(a) The scope of work for this Agreement includes all tasks by both Parties for completion of the Preliminary Design Phase for the Project. Once Amtrak approves the Preliminary Design, the Parties will enter into a separate final design and construction phase agreement for the design/build phase of the Project. MTACC, through its consultants, will prepare such Preliminary Design documents as are contemplated in the GEC Scope of Work which is attached hereto as **Exhibit** A.

(b) Amtrak acknowledges that it had the opportunity to comment upon the contents of the Request for Proposals and participate in the selection of the GEC.

(c) The Parties acknowledge and agree that the Project will be implemented as a "Design-Build" project, excluding Amtrak force account work, and will deliver track, signal electric traction and communications systems that achieve current or improved levels of reliability, are fully compatible with Amtrak's existing systems, in compliance with Amtrak and Federal regulatory requirements, and which do not burden Amtrak with special maintenance or operating costs or obligations. Amtrak's review of the design and construction plans and proposals for the Project shall confirm that such plans and proposals do not burden Amtrak with any such special

costs or obligations. The Parties agree that a separate agreement for the design-build phase will be necessary. In addition, the Parties agree that a separate agreement will be required for operation of MNR trains upon completion of the Project.

(d) Except to the extent that any variations from Amtrak design standards and specifications are approved, the design for work on the HGL and its appurtenant track, catenary, and signal facilities shall be in accordance with Amtrak's requirements and standards as outlined in Section 13.

(e) Notwithstanding the foregoing, in accordance with the Hell Gate Line Agreement, the design for Stations shall comply with the Metro-North Railroad Station Standards and Guidelines, except for interactions between the stations and railroad infrastructure, which shall comply with Amtrak standards and specifications as set forth in Section 13 herein, and shall reflect the requirement that the design standard for platform height will be four feet (4') from top of rail unless the Parties specifically agree otherwise during the Design Phase. In the event that Amtrak elects to use the stations to be constructed as part of the Project, Amtrak shall bear the incremental costs, including but not limited to any design, permitting, or construction costs associated with Amtrak requested changes to the design or construction of the station or facilities, if any, of making the stations usable for Amtrak service.

(f) In addition to the other support that Amtrak shall provide pursuant to this Agreement, Amtrak shall attend bi-weekly meetings with MTACC and the GEC for the purpose of reviewing the status of the Project and addressing any issues that may arise in the course of completing the work of the GEC as described in the GEC Scope of Work.

2. COST ESTIMATE:

An estimate of Amtrak's costs in support of the Preliminary Design Phase of the Project is attached to this Agreement as **Exhibit B.** The Parties may agree to amend **Exhibit B** by executing an amendment to this Agreement in accordance with Section 10. The provision of an estimate does not, however, limit MTACC's obligation to reimburse Amtrak for all costs that are actually incurred by Amtrak in connection with the design phase of the Project.

3. PLANS, DRAWINGS AND SPECIFICATIONS:

(a) MTACC (or its consultants) shall prepare detailed Preliminary Design Phase plans, drawings and specifications for the Project ("Documents"). All such Documents shall be submitted to Amtrak for its review and approval. Amtrak will dedicate, and MTACC will fund the costs including applicable overheads, of, six (6) qualified engineering staff employees dedicated full time to work on the Project ("Amtrak-PSA Project Engineers"). The Amtrak-PSA Engineers will remain employees of Amtrak and will not be MTACC or MTA employees. MTACC will give Amtrak two (2) weeks' notice prior to submission of any design packages. In view of MTACC's agreement to fund the cost of the Amtrak-PSA Engineers, Amtrak will review and comment on Documents within thirty (30) working days after such Documents are presented for Amtrak's review. Until the Amtrak-PSA Engineers are hired and in place to support the Project, Amtrak shall endeavor to review and comment on Documents within thirty (30) working days after such Documents are presented for Amtrak's review and will review and comment on such documents no later than sixty (60) working days after the documents are presented for Amtrak's review. If

for any reason Amtrak is unable to meet the 60-day timeframe Amtrak shall notify the MTA, and the Parties shall work together to resolve any issue as quickly as possible and establish a reasonable time to complete the review. Notwithstanding the foregoing, MACC will be submitting to Amtrak at the end of August 2019 the Advanced Conceptual Design, including the 30% track alignment and Amtrak will review and comment on this submission within thirty (30) working days. MTACC and Amtrak will meet and collaborate on the review of a preliminary design package for each project element (i.e. including but not limited to track, signal and communications, overhead catenary system, power, stations, right of way civil, drainage, bridges, Penn Station New York welfare facility and force account). Any review of the Documents by Amtrak shall be for the purpose of examining the general arrangement, design, and details of the proposed Project for potential impact on Amtrak's operations and/or property and for consistency with Amtrak standards and specifications. MTACC agrees to incorporate to Amtrak's satisfaction all Amtrak comments into the final design plans for the Project including comments with respect to new MNR stations consistent with Section 1(e) above. Amtrak agrees to meet and confer with MTACC personnel and consultants in the event of a disagreement about any such documents. In no event shall Amtrak be liable for any costs or damages or other consequences attributable to project delays of any sort.

(b) [INTENTIONALLY OMITTED]

(c) No review, correction or approval of Documents by Amtrak shall relieve MTACC or the GEC or any of either of their consultants or sub-consultants from the entire responsibility for MTACC's or GEC's, or any of either of their consultants' or sub-consultants', errors and/or omissions in such Documents or for the adequacy thereof. Amtrak assumes no responsibility for and makes no representations or warranties, express or implied, as to the design, condition, workmanship and/or adequacy of the Documents and/or the Project.

(d) If deemed appropriate by Amtrak, Amtrak may, prior to providing final comments to MTACC, notify FRA of its review of MTACC's plans.

(e) The Parties will endeavor to complete the following Project activities within the time frames noted: preliminary design and Procurement: 20 months.

4. CESSATION OF WORK:

(a) If MTACC determines that the Project will no longer proceed, then MTACC may serve formal notice of cancellation of the Project upon Amtrak. MTACC shall reimburse Amtrak for all Amtrak Services (as defined in Section 5) incurred on account of the Project prior to such cancellation, plus any additional costs actually incurred by Amtrak in restoring its system to safe and normal operating conditions and any additional costs incurred by Amtrak as a result of the termination of any contracts. Costs and expenses which are eligible for reimbursement shall be in accordance with Section 11 hereof.

(b) [INTENTIONALLY OMITTED]

5. PERFORMANCE OF SERVICES BY AMTRAK:

(a) Amtrak will make reasonable efforts to provide appropriate levels of support and resources for the Project consistent with the terms and project schedules developed by the Parties, including the dedication of six (6) qualified engineering personnel as described in paragraph 4(a), above, and as incorporated into the New York area resource planning effort managed by MTA which includes Amtrak and MTA subsidiaries ("Regional Outage Plan"). Amtrak shall provide the following services, as applicable, to enable MTACC to complete the preliminary engineering and design work for the Project: (i) participation in the selection of MTACC's design/build contractor; (ii) review of and comment on MTACC's (or its consultants') Documents (including the Concept of Operations ("ConOps")); (iii) inspection services, as required; (iv) services required for protection of railroad traffic, such as flagging, controlled power outages and/or track outages, as may be necessary; (v) preparation of estimates of Amtrak's costs for services to be performed by Amtrak during the preliminary design and design-build phases of the Project; (vi) attendance at meetings; (vii) environmental reviews, if necessary, including participation in environmental or community processes, as requested by MTACC; and (viii) such additional related services as may be agreed upon by the Parties. These services are hereinafter collectively referred to as the "Amtrak Services."

(b) Amtrak's Services may be performed (i) with its own forces on a force-account basis; (ii) by third-party contract awarded by Amtrak; (iii) with a third-party contract awarded by MTACC from a list of Amtrak qualified contractors or otherwise approved by Amtrak; or (iv) by a combination thereof.

(c) Reimbursement by MTACC for Amtrak's Services in support of the Project shall be as set forth in Section 10 hereof.

6. PERMIT TO ENTER:

If entry on, over, under or adjacent to Amtrak's right-of-way or other property is required for purposes of this Project by MTACC or its contractors, MTACC agrees that the entity seeking entry must notify Amtrak at least thirty (30) days in advance and must execute the then-current version of Amtrak's "Temporary Permit to Enter Upon Property" form prior to any such entry. A copy of the current version of such form is attached hereto and incorporated herein as **Exhibit C**.

7. SAFETY AND SECURITY REQUIREMENTS:

(a) MTACC shall require that when any work is being done on, over under or adjacent to Amtrak's right-of-way by anyone other than Amtrak forces all operations affecting Amtrak property, facilities or the safe and uninterrupted operation of its trains shall be carried out in accordance with the then-current version of Amtrak's "Specifications Regarding Safety and Protection of Railroad Traffic and Property," the current version of which attached to the Temporary Permit to Enter Upon Property (**Exhibit C** to this Agreement) as Attachment A. Compliance with such specifications shall be at no cost to Amtrak.

(b) MTACC, at its sole cost, shall comply and shall require its contractors to comply with all reasonable Amtrak security requirements while performing work in connection with the Project.

8. INDEMNIFICATION:

A. Risk of Liability; Indemnification.

1. MTACC's Obligations. To the extent allowed by applicable law, MTACC hereby releases and agrees to defend, indemnify and hold harmless Amtrak and any other affected railroad, as well as their respective officers, directors, employees, agents, insurers, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

(i) injury, death, or disease to any person in connection with this Agreement, excluding only employees of Amtrak to the extent Amtrak has coverage under the force account insurance maintained by Amtrak as described in Section 9 (e) of this Agreement and only to the limits of such insurance. With respect to claims by employees of Amtrak for injury, death or disease as described in this sub-paragraph (i) of this paragraph. Amtrak shall indemnify, defend and hold harmless MTACC or its contractors or subcontractors (other than Amtrak) for such claims. MTACC agrees to share in Amtrak's self-insured retention under the force account insurance policy at 50% or up to $500,000 per event; and/or

(ii) damage (including environmental contamination and loss of use in accordance with Section 14) to or loss of any property, including property of Amtrak arising out of, or in any degree directly or indirectly caused by or resulting from activities of, or work performed by Amtrak and/or the MTACC and its contractors in connection with this Agreement. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for MTACC or any contractor or subcontractor and shall survive termination or expiration of this Agreement for any reason.

2. MTACC's Contractors' Obligations. If any of MTACC's contractors' work is to be performed on, over, under or adjacent to Amtrak property, it will be necessary for such contractors to execute Amtrak's "Temporary Permit to Enter Upon Property" form, as set forth in Section 6 of this Agreement. The permit contains the relevant indemnification obligations. MTACC shall ensure that such contractors execute the permit.

3. MTACC's Design Contractors' Obligations. MTACC agrees to have its contractors who perform design or engineering functions in support of the Project execute a copy of the certificate attached hereto as **Exhibit D** and return the certificate to Amtrak at the address listed in the Notices Section hereof. (Contractors who perform design or engineering functions are referred to as "consultants" in Exhibit D.) This certificate contains the relevant indemnification obligations. Amtrak will not review the Documents until it has received an executed copy of such certificate. The additional indemnification obligations of MTACC's contractors who enter on, above, below or adjacent to Amtrak's

property are set forth in the Temporary Permit to Enter upon Property.

9. INSURANCE:

(a) MTACC's Insurance. MTACC shall procure and maintain in effect during the course of the design phase of the Project, at its sole cost and expense the insurance coverage specified below. The insurance shall include Amtrak as an Additional Insured on the applicable policy. MTACC shall submit to Amtrak certificates of insurance evidencing the required insurance prior to commencement of Operations. As used in this Section 9(a), "Operations" shall mean activities or work performed by or on behalf of MTACC on, under, over or adjacent to Amtrak property. In addition, MTACC agrees to provide certified copies of the insurance policies within thirty (30) days of Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all MTACC contractors and subcontractors' personnel and equipment have been removed from Amtrak's property, and any work has been formally accepted. MTACC may provide for the insurance coverages with such deductibles or retained amounts as Amtrak may approve from time to time, except, however, that MTACC shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. MTACC will provide the following insurance prior to entering on, under, over or adjacent to Amtrak property:

1) **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of MTACC. Employer's Liability coverage with limits of not less than **One Million Dollars ($1,000,000)** each accident or illness shall be included. In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and Outer Continental Lands Act Endorsement are required.

2) **Commercial General Liability (CGL) Insurance** covering liability of MTACC with respect to all Operations to be performed and all obligations assumed by MTACC under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/ Underground (X-C-U) applicable or added. The policy shall name National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry. Claims made policies are not acceptable. Coverage under this policy shall have limits of liability of not less than **Twenty-Five Million Dollars ($25,000,000.00)** each occurrence, combined single limit, for bodily injury (including disease or death), personal

injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

The insurance required in this subsection (2) may be provided using an Owner Controlled Insurance Program or Contractor Controlled Insurance Program.

3) **Automobile Liability Insurance** covering the liability of MTACC arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under MTACC's CGL insurance. The policy shall name National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than **Two Million Dollars ($2,000,000)** each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

4) **Professional Liability Insurance** covering the liability of MTACC for any and all errors or omissions committed by its **performance** of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least six (6) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the Project and shall have limits of liability of not **less than Two Million Dollars ($2,000,000)** per claim and **Two Million Dollars ($2,000,000)** in the annual aggregate.

5) **MTACC Insurance.** Notwithstanding anything in Section 9(a) to the contrary, MTACC/MTA may elect not to carry insurance and to self-insure (or maintain any self-insured retention and/or deductible amount) as to the insurance coverage required by the provisions of this Section pursuant to any plan of self-insurance maintained by MTACC/MTA. If MTACC/MTA elects to act as a self-insurer in lieu of procuring coverage from an insurance company, MTACC/MTA agrees that it will provide the same insurance coverage and protection for the benefit of the Amtrak as an additional insured, in the same amount and under the same terms set forth below as it would provide to Amtrak if MTACC/MTA were to purchase commercial insurance from a third party insurer meeting the insurance coverage requirements set forth in this Section and named Amtrak as an additional insured thereunder. MTACC/MTA further agrees that the limits of insurance set forth herein and any right to self-insure, or self-insured retention and/or deductible amounts shall not be construed as limiting or expanding the indemnification, hold harmless and rights to defense provisions of this Section hereof.

6) **Claims-Made Insurance.** If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:

i. The retroactive date shall coincide with or precede the GEC's start of Operations (including subsequent policies purchased as renewals or replacements);

ii. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

iii. MTACC will maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability and Pollution Legal Liability) for at least three (3) years following completion of the Operations; and

iv. If insurance is terminated for any reason, MTACC will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

7) **Evidence of Insurance.** MTACC shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, MTACC shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will MTACC begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

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

(b) MTACC's Contractor's Insurance. MTACC shall ensure that all of its contractors provide and maintain in effect during the course of the design phase of the Project, at no cost to Amtrak, insurance consistent with the requirements set forth herein which will be specified in Attachment B of the Temporary Permit to Enter Upon Property or MTACC or its GEC may, at its option, provide the insurance coverage for any or all of MTACC's contractors, meeting the requirements of Attachment B, provided the evidence of insurance submitted by MTACC to Amtrak so stipulates. MTACC shall require all of MTACC's contractors to provide Amtrak with a certificate of insurance evidencing the insurance coverage required hereunder.

(c) Additional Insurance for MTACC's Contractors who Perform Design or Engineering Functions. MTACC shall require its contractors who perform design or engineering functions to provide and maintain in effect during the Project professional liability insurance as set forth in **Exhibit D** hereof. Such contractors shall provide Amtrak with a certificate of insurance evidencing the insurance coverage required hereunder. Amtrak will not progress the Services until it has received such certificates.

(d) Insurance provided and maintained by MTACC's Contractors pursuant to Section 9(b) and Section 9(c) shall be primary to all insurance provided by MTACC pursuant to Section 9(a).

(e) Amtrak's Insurance. In the event that Amtrak performs any force account work hereunder, Amtrak shall purchase and maintain in effect, during the period of performance under this Agreement, force account insurance issued to Amtrak and covering liabilities for bodily injury, including death and property damage, arising out of or incidental to work Amtrak is to perform pursuant to this Agreement. The limits of liability shall not be less than Ten Million Dollars ($10,000,000) per claim. The cost of this force account insurance is reflected in **Exhibit B** hereof. Amtrak reserves the right to self-insure for this coverage. If Amtrak elects to act as a self-insurer in lieu of procuring coverage from an insurance company, Amtrak agrees that it will provide the same insurance coverage and protection in the same amount and under the same terms set forth below as it would provide to MTACC/MTA if Amtrak were to purchase commercial insurance from a third party insurer meeting the insurance coverage requirements set forth in this Section. Amtrak further agrees that the limits of insurance set forth herein and any right to self-insure, or self-insured retention and/or deductible amounts shall not be construed as limiting or expanding the indemnification, hold harmless and rights to defense provisions of this Section hereof.

10. BILLABLE COSTS:

(a) Except as described below, MTACC agrees to reimburse Amtrak for Amtrak Services on **Exhibit B** as amended from time to time. MTACC will be required to pay any costs that are actually incurred by Amtrak in connection with the Project upon the submission by Amtrak of invoices described in Section 11.b, below, detailing the Services provided as described in the previous sentence, and a statement of the progress against the estimated costs thus described.

1) The costs for which MTACC shall reimburse Amtrak shall include, but not be limited to, the following:

i. Direct labor and management costs for all assigned Amtrak employees for actual hours worked while performing Services under this Agreement, including hut not limited to: any adjustments, allowances and arbitrary hours (e.g., time paid for hours not worked) in accordance with the then current existing labor agreements; travel costs; overnight accommodations (including boarding and lodging); travel time and mandatory rest time as the result of performing work hereunder; and Amtrak's overhead rates, including General and Administrative (G&A) costs that Amtrak and MTACC agree are reasonably applicable to the Services as set forth in **Exhibit E** ("Overhead Schedule").

ii. Costs for all materials and supplies required for performance of the Services by Amtrak. Any materials and supplies issued from Amtrak's inventory shall be charged at Amtrak's inventory cost in effect at the time the material or supplies are issued, plus any actual shipping/ transportation costs and shipping/ transportation cost additives. Any materials and supplies procured by Amtrak (but not issued from Amtrak's inventory) shall be charged at Amtrak's actual cost

incurred. Material handling and G&A overhead rates set forth in the Overhead Schedule will be added to the cost of all materials and supplies.

iii. Costs for all third-party contract services and for any related additional insurance. Costs will be billed at actual cost incurred, plus the G&A overhead rates set forth in the Overhead Schedule.

iv. Costs for equipment, vehicles, work trains, wire trains, rolling stock and any other such items which are leased by Amtrak and required for performance of Amtrak's Services shall be charged at the actual cost of the lease, plus the G&A overhead rates set forth in the Overhead Schedule.

v. For Amtrak-owned equipment, vehicles, work trains and rolling stock, reimbursement shall be at the rates published in "Amtrak Rental Rates for Railroad Equipment," plus G&A overhead rates as set forth in the Overhead Schedule. For Amtrak-owned equipment, vehicles, work trains, wire trains and rolling stock not specifically itemized therein, reimhursement shall be based on a comparable market rate, plus the G&A overhead rates as set forth in the Overhead Schedule. Vehicles/equipment obtained through a GSA Schedule shall be construed as Amtrak-owned.

vi. Set-up (mobilization/demobilization) costs and/or the cost of training of Amtrak employees exclusively assigned to the Project. Amtrak shall be reimbursed for the actual costs, plus the applicable overhead rates set forth in the Overhead Schedule.

vii. Retroactive wage and benefit costs due to new or amended collective bargaining agreements with labor unions (i.e., adjustments made subsequent to the performance of the Amtrak Services but applicable to the time of performance of the work) shall be reimbursed by MTACC based on actual costs incurred including any benefits or other costs actually paid out of pocket by Amtrak as a result of the increase in wages and/or benefits to employees for whom MTACC reimburses Amtrak for costs incurred under this Agreement. Upon request from MTACC, Amtrak shall advise MTACC annually of amounts accrued for retroactive wage and benefit costs in order for MTACC to be able to account for and have available any funds that may be required to satisfy the obligation stated in this paragraph. MTACC's obligation to reimburse Amtrak for such actual costs described in this paragraph (8) shall survive the termination of this Agreement.

viii. Other actual costs not included in any other provision of this Agreement, necessary for Amtrak to effectively perform its Services under this Agreement shall be charged at actual costs, plus Amtrak's overhead rates set forth in the Overhead Schedule.

(b) The overhead rates referred to herein are computed in accordance with Amtrak's accounting policies and procedures and shall not exceed the overhead rates charged to itself or any other rail transit agency. The applicable overhead rates shall be the rates in effect (i) at the time of

performance with respect to Services performed by Amtrak forces and (ii) as of the date Amtrak receives the invoice from the provider with respect to services provided by Amtrak consultant.

11. PAYMENTS:

(a) Amtrak's estimate of its costs and expenses for the duration of the Design Phase of the Project is set forth in **Exhibit B**. The providing of such estimate does not, however, limit MTACC's obligation to reimburse Amtrak for all costs and expenses actually incurred by Amtrak; however, Amtrak shall not exceed such estimate without 4 weeks prior written notice to MTACC. If Amtrak or MTACC concludes that the cost of providing the Services will exceed the estimate that is attached as **Exhibit B**, the Parties shall meet and confer for the purpose of agreeing upon a revised estimate. Prior to initiation of any Services by Amtrak, MTACC shall remit payment to Amtrak in the amount of Two Hundred Forty Four Thousand Three Hundred Fifty Eight Dollars ($244,358.00) which represents twenty percent (20%) of the total amount of Amtrak's estimated costs based on the MTACC project schedule for the remainder of the first calendar year of the Preliminary Design Phase (the "Deposit Fund"). Thereafter, MTACC shall provide Amtrak with a project schedule for the upcoming calendar year by October 1st of each year and the amount in the Deposit Fund will be evaluated by Amtrak and MTACC and adjusted on an annual basis to ensure the Deposit Fund represents twenty percent (20%) of the estimated spending for the next year of the Preliminary Design Phase. The Deposit Fund shall be held hy Amtrak until the Preliminary Design Phase has reached ninety percent (90%) of Amtrak's total cost estimate at which time the approved or undisputed charges for each subsequent invoice shall be credited against the funds remaining in the Deposit Fund. Upon completion of the Preliminary Design Phase of the Project and upon MTACC's request, if any funds remain in the Deposit Fund, Amtrak shall return such funds to MTACC within 45 days of the date that the Parties agree that the Preliminary Design Phase is complete, as demonstrated hy Amtrak having reviewed and commented on all of the documents required for MTACC to issue an RFP for the Design-Build phase, and when MTACC has paid all undisputed invoices related to this Agreement and all disputed amounts have been resolved.

(b) Amtrak will issue monthly statements as costs are incurred that shall include Amtrak's Summary Invoice Page followed by the Billing Substantiation Report. The Billing Substantiation Report will include the Labor Cost Report which lists the hours, payroll amounts, and dates and names of agreement-covered employees who provided services in support of the Project. Amtrak shall also provide copies of material invoices, third party service invoices, a report of materials issued from inventory, an Amtrak equipment utilization pricing statement and a statement of other costs and charges. Amtrak will not be required to provide an independent field verification voucher to substantiate costs.

(c) Payments of Amtrak invoices are due within sixty (60) days of receipt of invoice by MTACC. Payments not made by MTACC by the due date shall be subject to an interest charge of one and one-half percent (1.5%) per month.

(d) If MTACC objects to any charges identified on a monthly invoice, it shall make payments in full for approved or undisputed charges without any other deduction, setoff or counterclaim and shall address disputed portions as set forth below. Nonpayment of undisputed portions of invoices shall constitute a material breach of this Agreement and, in addition to any

other right or remedy to which Amtrak may be entitled as a result of such breach, Amtrak may elect to cease any and all performance under this Agreement with 20 days advance notice for failure to make payments within ninety (90) days of the due date of any undisputed invoice submitted pursuant to the payment schedules and processes established herein.

(e) If MTACC disputes or otherwise objects to any charges identified on a monthly statement, it shall notify Amtrak of its dispute or objection in writing within thirty (30) days of receipt of said statement. Within thirty (30) days thereafter, Amtrak will provide MTACC with additional documentation and/or explanation as required, to support the accuracy of the charges. The Parties will thereafter agree whether the charge is still in dispute or if it has been resolved. If the Parties agree that the disputed amount on an invoice was billed erroneously, no further action will be required (as MTACC has not paid such disputed amount). If the Parties agree the disputed amount should be paid by MTACC, it will pay such amount within thirty (30) days after the resolution of such dispute in accordance with Section 11(c). If, after reviewing the additional information provided to MTACC, the billing dispute is still not resolved, either Party may pursue any right or remedy as specified in this Agreement.

(f) Amtrak agrees to keep accurate and complete books and records of all costs and expenses included in any claim by it for reimbursement hereunder in accordance with generally accepted accounting principles for the industry. The Federal Transit Administration, the State of New York, and the MTACC, through its representatives, shall have the right from time to time and at reasonable times, to examine and audit all such books and records for the purpose of verifying Amtrak's claim for reimbursement and determining the costs and expense for which Amtrak is entitled to compensation hereunder. Any such audit must be complete within three years of the submission of the claim for reimbursement. In the event that any payments are made by MTACC to Amtrak for costs incurred by Amtrak, which are subsequently determined by MTACC to be ineligible for reimbursement under this Agreement, MTACC shall promptly submit to Amtrak a copy of the audit report or other information indicating which costs were deemed ineligible and documentation sufficient to support any conclusion or adjustment proposed by the MTACC. Within sixty (60) calendar days after receipt of MTACC's notice (or such longer period as Amtrak may request), Amtrak will respond in writing to MTACC indicating whether it concurs with MTACC's conclusion and will explain the nature and basis for any disagreement as to a disallowed item of cost or expense. MTACC shall review Amtrak's reply within sixty (60) calendar days after the receipt of Amtrak's response. If MTACC disagrees with any aspect of Amtrak's response, the Parties will expeditiously confer in an effort to resolve the issue(s) in dispute. If, however, no resolution is achieved, either Party may invoke the provisions of Section 16 of this Agreement.

12. AMTRAK OPERATION:

(a) Amtrak and MTACC will endeavor to require their respective contractor(s) to cooperate and coordinate their respective schedules in an effort to not delay the Project. MTACC acknowledges that Amtrak has workforce and other resource constraints and other work commitments and demands, that only limited track outages are available, and that these outages must be shared and/or rationed among all potential projects (including other Amtrak, state, municipality, commuter, and third-party projects) in the vicinity of the Project area. These restrictions may prevent Amtrak from performing the Amtrak's Services according to MTACC's

schedule and may prevent MTACC from gaining access to Amtrak's property according to such schedule.

(b) The design solutions, the implementation construction methods, and phasing and construction developed during the Preliminary Design Phase shall take into consideration impacts to Amtrak operations and the maintenance and usage of track during construction consistent with the Hell Gate Line Agreement. All MTACC activities related to the Project with the potential to disrupt train operations shall be subject to Amtrak review and approval.

13. PERMITS, LICENSES, APPROVALS; COMPLIANCE WITH STANDARDS AND LAWS:

(a) MTACC shall secure and pay for all permits, fees, licenses, easements, approvals, or inspections which may be required in connection with the Project.

(b) MTACC and its consultants shall perform all work hereunder in accordance with all applicable federal, state and local laws, regulations and requirements, and all applicable Amtrak standards and specifications including but not limited to the following Amtrak standards. In the event that an Amtrak standard changes after the design phase or during the construction phase of the Project, Amtrak will endeavor to promptly provide notice of such change to MTACC, and the parties will meet and collaboratively review whether any changes in standards require alterations to the construction of the Project.

1) Amtrak Engineering Practices 3014 – Maintenance and Protection of Railroad Traffic During Contractor Operations – (rev. 10/01/12)

2) Amtrak Engineering Practices 3014, Section 01141A - Safety and Protection of Railroad Traffic and Property – (rev. 4. 10/01/12)

3) Amtrak Engineering Practices 3014, Section 01142A - Submission Documentation Required for Amtrak Review and Approval of Plans for Bridge Erection, Demolition and Other Crane/Hoisting Operations Over Railroad Right-Of-Way – (rev. 1. 12/15/05)

4) Amtrak Engineering Practices 3014, Section 01520A - Requirements for Temporary Protection Shields for Demolition and Construction of Overhead Bridges and Other Structures – (rev. 1. 08/07/01)

5) Amtrak Engineering Practices 3014, Section 02261A – Requirements for Temporary Sheeting and Shoring to Support Amtrak Tracks (rev. 3. 06/20/08)

6) Amtrak Engineering Practices 3016 - Storm Water Drainage and Discbarge from Adjacent Property onto Amtrak Right-Of-Way – (approved 4/27/01)

7) Amtrak Engineering Specification No. 150 – Stormwater Management Policy – (06/13/08)

8) Amtrak Engineering Practices 3006 – Design and Construction Criteria for Overhead Bridges – (3/26/02)

9) Amtrak Engineering Specification No. 63 – Track Design Specification – (rev. 6/1/15)

10) Amtrak Standard Track Plan - Roadway Sections Dwg. No. 70003.001.01– (5/07/99)

11) Amtrak Standard Track Plans - Minimum Roadway Clearances – Dwg. Nos. 70050.001.08 and 70050.002.08 – (8/1/16)

12) Amtrak Specification – AED-1- Procedures and Design Criteria to be Employed by Electrification Consultants Engaged in the Design of Electrification Facilities on the National Railroad Passenger Corporation – (rev. 07/16)

13) Amtrak Specification – AED-2 – Catenary Structure Loading, Design Criteria, and Standards for Use on the Northeast Corridor and Keystone Branch – (09/17/07)

14) Amtrak ET Standard – Electrified Territory O.H. Bridges - Typical Protection Barrier- ET-1446-D, Pages 1 & 2 – (approved 05/7/99)

15) Amtrak ET Standard – Electrified Territory O.H. Bridges – Temporary Protection Shield & Barriers - ET-1447-D – (approved 01/13/00)

16) Amtrak ET Standard – Typical Details for Power Bonding of Structures – ET – 1120C

17) AREMA Manual for Railway Engineering, Section 2.1.5.1 Pier Protection Adjacent to Railroad Tracks

18) Amtrak Engineering Practices 3005 - Pipeline Occupancy – Pipeline Occupancy Specifications 02081A – (rev. 2. 6/23/14) and Additional Requirements for Horizontal Directional Drilling (HDD)/Directional Boring – Specification 02082A (rev. 3 – 1/27/15)

19) Amtrak Engineering Practices 3003 – Blasting Procedures – (approved 2/13/01)

20) CE – 4 Specifications for Wire, Conduit and Cable Occupations of National Railroad Passenger Corporation Property – (March 1997)

14. ENVIRONMENTAL MATTERS:

(a) MTACC and its consultants shall not disturb the soil or perform any environmental and/or geotechnical testing in connection with the Project ("Testing") on Amtrak right-of-way or other Amtrak property for any reason without (1) notifying Amtrak of its desire to do so; (2)

discussing the nature and extent of the proposed Testing with Amtrak's Environmental Department; and (3) obtaining the express permission of Amtrak to conduct the Testing. Amtrak shall have the right, but not the obligation, to be present at any and all such Testing and to take split samples.

(b) Any consultant engaged by MTACC to perform Testing shall execute Amtrak's Temporary Permit to Enter Upon Property before performing any such work.

(c) MTACC shall provide Amtrak with a copy of the test results at no cost to Amtrak; and MTACC shall not disclose any such test results with any other person or any other governmental entity without first consulting with Amtrak and securing Amtrak's consent to such disclosure unless otherwise required by applicable law or an order of a court of competent jurisdiction.

(d) Pre-existing Contamination or Conditions

1) MTACC has requested all information and documentation in Amtrak's possession relating to any pre-existing contamination or condition within the Project Area and, after a reasonable search of its records, Amtrak has confirmed that it has no such information or documentation in its possession.

2) If the results of Testing indicate a pre-existing contamination or condition of the Amtrak property at levels requiring reporting or further investigation, testing, monitoring, remediation or removal by New York Department of Environmental Conservation or the United States Environmental Protection Agency, all such reporting, investigation, testing, monitoring and remediation ("Environmental Activities") shall be at the sole cost and expense of MTACC, regardless of the extent therefor, and regardless of whether the contamination was pre-existing and/or regardless of whether any action of MTACC (or its contractors or agents) caused or contributed to the contamination or condition. For purposes of this Agreement, a waste or condition shall be considered pre-existing if such waste or condition were present on Amtrak property prior to entry onto the Site by MTACC, its contractors or agents.

3) MTACC shall promptly inform Amtrak of all communications with any governmental authority relating to any such reporting, investigation, testing, monitoring or remediation, and Amtrak shall be invited to attend any relevant meetings. MTACC shall provide Amtrak with all plans or submissions for any such reporting, investigation, testing, remediation, monitoring, remediation and disposal, and Amtrak shall have the right to approve such plans or submissions prior to their implementation. MTACC will promptly provide Amtrak with a copy of any waste manifests. Amtrak reserves the right to require MTACC to provide to Amtrak a copy of the results of any further tests conducted by or for MTACC on any such wastes. Amtrak also reserves the right to review and approve the disposal site for any such wastes.

(e) Wastes Generated by MTACC, and/or its Contractors or Agents

1) MTACC shall dispose of any wastes, including hazardous wastes, generated by MTACC, its contractors or agents (either purposefully or accidentally) in connection

with activities performed pursuant to this Agreement in accordance with applicable laws, regulations, ordinances, and orders, at its sole cost and expense. In all cases, MTACC shall dispose of said wastes using its own EPA generator number, as necessary. In no event shall Amtrak be identified as the generator of any such wastes. Upon request, MTACC will promptly provide Amtrak with a copy of any waste manifests.

2) Amtrak reserves the right to require MTACC to provide to Amtrak a copy of the results of any tests conducted by or for MTACC on any such wastes and, at Amtrak's request, to perform additional tests or examinations of any such wastes at MTACC's expense, prior to disposal.

(f) Amtrak may notify MTACC of any known or suspected noncompliance with the foregoing provisions and the action to be taken. MTACC shall, after receipt of such notice, immediately take corrective action. If MTACC fails or refuses to comply promptly, Amtrak may in its reasonable judgment issue an order stopping all or part of the work until satisfactory corrective action has been taken. In addition, Amtrak may immediately undertake necessary corrective actions; the cost and expense of all such actions shall be borne by MTACC. No claims by MTACC for reimbursement related to costs and expenses charged to MTACC for corrective actions undertaken by Amtrak, nor time lost due to any such orders, shall be made the subject of a claim for excess costs or damages by MTACC.

(g) Amtrak retains the right to alter, suspend, cancel or otherwise modify MTACC's work schedule pending the resolution of any of the above environmental issues. Amtrak shall not be held responsible for any claims related to any such changes in MTACC's schedules, including without limitation, claims related to damages resulting from any such delays or cancellations.

(h) MTACC shall include and enforce this section in all subcontracts.

(i) The foregoing provisions shall survive termination of this Agreement.

15. PERFORMANCE OF CONSTRUCTION ACTIVITIES:

MTACC and Amtrak will, subject to their mutual agreement, enter into a final design and construction phase agreement setting forth their roles and responsibilities during the design-build phase of the Project. Neither MTACC nor its contractors shall perform any construction activities related to the Project affecting Amtrak's operations or its property until: (a) a final design and construction phase agreement has been fully executed, (b) Amtrak has approved the Documents; (c); the advance deposit for the design-build phase of the Project has been received by Amtrak; (d) Amtrak's forces are available to support the particular construction activities that are to be commenced relating to the Project, (e) a Temporary Permit to Enter Upon Property has been executed, (f) all required insurance certificates have been provided, (g) all real estate agreements (including, but not limited to, any licenses, permanent or temporary easements) required by Amtrak have been fully executed, and (h) Amtrak has given its written authorization to proceed with construction. Notwithstanding the foregoing, MTACC and Amtrak shall commence negotiation of an agreement for the design-build phase of the Project after execution of this Agreement.

16. DISPUTE RESOLUTION:

(a) In the event of a dispute regarding the interpretation of this Agreement, the Parties shall engage in good faith negotiation to attempt to resolve the dispute, first by discussion between the Project Executive, Penn Station Access Project of MTACC and the AVP Infrastructure Access and Investment of Amtrak, followed by discussion between the President of MTACC and the President of Amtrak.

(b) If such good faith negotiation does not result in resolution of the dispute either Party may invoke binding or non-binding arbitration. If the Parties do not agree to binding arbitration either Party may pursue any legal or equitable remedies. Each Party agrees that all legal proceedings in connection with any dispute arising under or relating to this Agreement shall be brought in the United States District Court in the Southern District of New York.

(c) All arbitration matters shall be submitted to disinterested arbitrators, one of whom shall be appointed by Amtrak and the other of whom shall be appointed by the MTACC. The two arbitrators so chosen shall select a third arbitrator, and the decisions of a majority of them shall be final and conclusive between the Parties hereto. In the case either of the Parties shall fail or refuse to appoint an arbitrator as aforesaid for the period of thirty (30) calendar days after written notice given by the other Party to make such appointment, then and in that event the arbitrator appointed by the Party not in default shall appoint a like competent and disinterested arbitrator for the defaulting Party, and the said two arbitrators, so appointed, shall select a third arbitrator, and the three so chosen shall hear and decide such difference or dispute, and their decision, or that of a majority of them, shall be final and conclusive upon the parties hereto. If the two appointed arbitrators are unable to agree upon a third arbitrator within thirty days after the appointment of the second arbitrator, such third arbitrator shall be appointed, upon the application of either Party hereto, upon reasonable notice to the other Party, by the American Arbitration Association. If any arbitrator shall decline or fail to act, the Party or person by whom he or she was chosen or appointed, as the case may be, shall appoint another to act in his or her place.

(d) During the pendency of such arbitration proceedings, the business, the operations to be conducted, physical plant to be used, and compensation for service under this Agreement, to the extent that they are the subject of such controversy, shall continue to be transacted, used, and paid in the manner and form existing prior to the arising of such controversy, unless the arbitrators shall make a preliminary ruling to the contrary.

(e) Each Party hereto shall bear the costs and expenses incurred by it in connection with such arbitration, including the cost of the arbitrator appointed by it, and both Parties shall share equally the costs and expenses attributable to the third arbitrator.

17. TERMINATION FOR MATERIAL BREACH:

In the event of a material breach of this Agreement by one Party, the other shall have the right, in addition to all other rights set forth in this Agreement, to terminate the Agreement subject to the requirements set forth in this Paragraph 17. Prior to exercising such right to terminate, the Party claiming such breach will notify the other Party of the nature of such breach. The other Party will have 30 days within which to cure or to commence the cure of such alleged breach. The Parties agree that a breach for failure to make timely payment of the undisputed portion of any statement

or invoice may be cured only by the breaching party submitting payment for such undisputed portion within thirty (30) days. If the other Party undertakes the cure of the alleged breach the Party claiming such breach will not have the right to terminate this Agreement. If the breaching party fails to cure or initiate a cure consistent with this Paragraph 17, the Party claiming the breach may terminate the agreement upon 15 days written notice. However, if the initiation of a cure continues beyond 45 day from initial notification, the non-breaching party may terminate the Agreement immediately. Any "late" cure (i.e., any cure that is effectuated after the thirty-day cure period) can be accepted by the non-breaching party at their sole discretion. Any acceptance of a late cure does not imply any waiver of rights with respect to any future breaches.

18. NOTICES:

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

If to MTACC:
MTA Capital Construction Company
2 Broadway – 8th floor
New York, NY
Attn: Project Executive, Penn Station Access Project

With a copy to:
General Counsel
MTA Capital Construction Company
2 Broadway
New York, NY

If to Amtrak:
National Railroad Passenger Corporation
30th Street Station, Box 46
2955 Market Streets
Philadelphia, PA 19104
Attn: Chief Engineer

19. QUALIFICATIONS OF CONSULTANTS:

(a) MTACC and its contractors shall ensure that all employees, contractors, subcontractors, and agents possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

(b) With respect to Electric Traction (ET) and Communications and Signals (C&S) design, Amtrak agrees that the GEC (HNTB) is qualified to perform ET and C&S design work affecting Amtrak property. MTACC shall furnish for Amtrak's review resumes of individuals who will be performing these design functions.

20. MISCELLANEOUS:

(a) This Agreement, together with the Planning Process and Expenses Agreement (dated September 1, 2015, as extended by letter agreement dated December 19, 2017) and the Hell Gate Line Agreement dated February 11, 2019, sets forth all the agreements, promises, conditions and understandings between the Parties with respect to the Design Phase of the Project, and if there should now exist any other agreements, promises, conditions and understandings between the Parties with respect to the Project, either oral or written, which conflict with these agreements, then this Agreement shall prevail. No subsequent alteration, amendment, change or addition shall be binding upon any of the Parties unless reduced to writing and signed by both of them.

(b) No provision of this Agreement shall be construed as being for the benefit of any third person unless specifically provided otherwise, and MTACC shall insert in its agreements with its consultants for the construction of the Project, a provision to that effect.

(c) No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.

(d) This Agreement shall not require Amtrak to contravene the provisions of its labor agreements. In the event of a conflict or inconsistency between this Agreement and such labor agreements, the labor agreements shall control as to such provisions. Any delay in the progress of the Project relating to such conflict or inconsistency shall not create any liability for or additional cost to Amtrak. MTACC will provide Amtrak with advance notice of any work it intends to perform or contract out to third parties to allow for efficient, safe and cost-effective implementation of the Project. Amtrak will timely provide advance notifications to Amtrak's unions, if required by its union agreements, in order to proceed with the Project.

(e) If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.

(f) This Agreement shall inure to and be binding upon the Parties hereto, their respective successors and assigns.

(g) The recitals set forth in the Whereas Clauses are incorporated as if fully set forth in this Agreement.

(h) The Parties specifically agree that the language used in this Agreement shall not be a precedent for the commitments and responsibilities of the Parties in any subsequent agreement related to this Project.

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

WITNESS:

NATIONAL RAILROAD PASSENGER CORPORATION

for Print Name: Gerhard Williams
Position: Chief Engineer

WITNESS:

MTA CAPITAL CONSTRUCTION COMPANY

Print Name: John N. Lieber
Position: President

Exhibit A

GEC Professional Design Services Scope of Work

Contract No. PS864:
General Engineering Consultant Professional Design Services for Metro-North Railroad Penn Station Access Project

SCOPE OF SERVICES

January 2018

Table of Contents

Attachment

1 –BIM Requirements

Scope of Services

SECTION 1.0 PENN STATION ACCESS PROJECT OVERVIEW

1.1 Scope of Services Overview

The Metropolitan Transportation Authority ("MTA"), through its subsidiary agency MTA Capital Construction Company ("MTACC"), is seeking an experienced general engineering consultant (the "GEC") to prepare and develop the preliminary design (the "Preliminary Design") for the Penn Station Access project (the "Penn Access Project") and to provide general project support services through the Preliminary Design phase. In addition, the GEC contract will include 4 options, each of which may be exercised at MTACC's discretion. The first option will require the GEC to: (i) prepare a basis of design ("Basis of Design"), performance specifications and a procurement package from the Preliminary Design; and (ii) provide both procurement and general project support services through the award of a design-build contract and any ancillary contracts. The second option will require the GEC to provide construction phase services and associated project support services in support of the design-build approach. The third option will require the GEC to (i) take the Preliminary Design to final design ("Final Design"); (ii) create construction contract packages based upon the MTACC-approved packaging plan; and (iii) provide both procurement and general project support services through the award of construction contract packages in accordance with the MTA packaging plan. The fourth option will require the GEC to provide construction phase services and associated project support services in support of the awarded construction contracts.

The term of the contract is eighteen (18) months. MTACC may extend the contract term by exercising one, or a combination of, the four options.

GEC services for this project will require extensive coordination with government agencies and other entities, including, the MTA and its subsidiary MTACC and operating agencies Metro-North Railroad ("Metro-North") and Long Island Rail Road ("LIRR"), National Railroad Passenger Corporation ("Amtrak"), freight operators, the New York State Department of Transportation, the Connecticut Department of Transportation, various New York city and state agencies, utility companies, and other regulatory bodies and funding partners.

1.2 Project Purpose

Metro-North operates three main lines east of the Hudson River – the Hudson line, the Harlem line and the New Haven line (the "NHL"). While each of these lines currently provide Metro-North customers service to Grand Central Terminal ("GCT") on Manhattan's east side, none currently provide service to Pennsylvania Station New York ("Penn Station") on Manhattan's west side.

The Penn Access Project will provide Metro-North customers with service into and out of Penn Station by diverting some NHL trains via Amtrak's Hell Gate Line ("HGL"). To this end, the project will require the design and construction of additional passenger tracks within Amtrak's HGL right of way, allowing Metro-

North trains running on the NHL to go directly into Penn Station. In addition to providing a new service option for its customers, these additional tracks will also enhance Metro-North's network resiliency, support faster recovery efforts and facilitate its ability to maintain acceptable levels of service when faced with planned and unplanned service disruptions, severe weather events and other emergency situations.

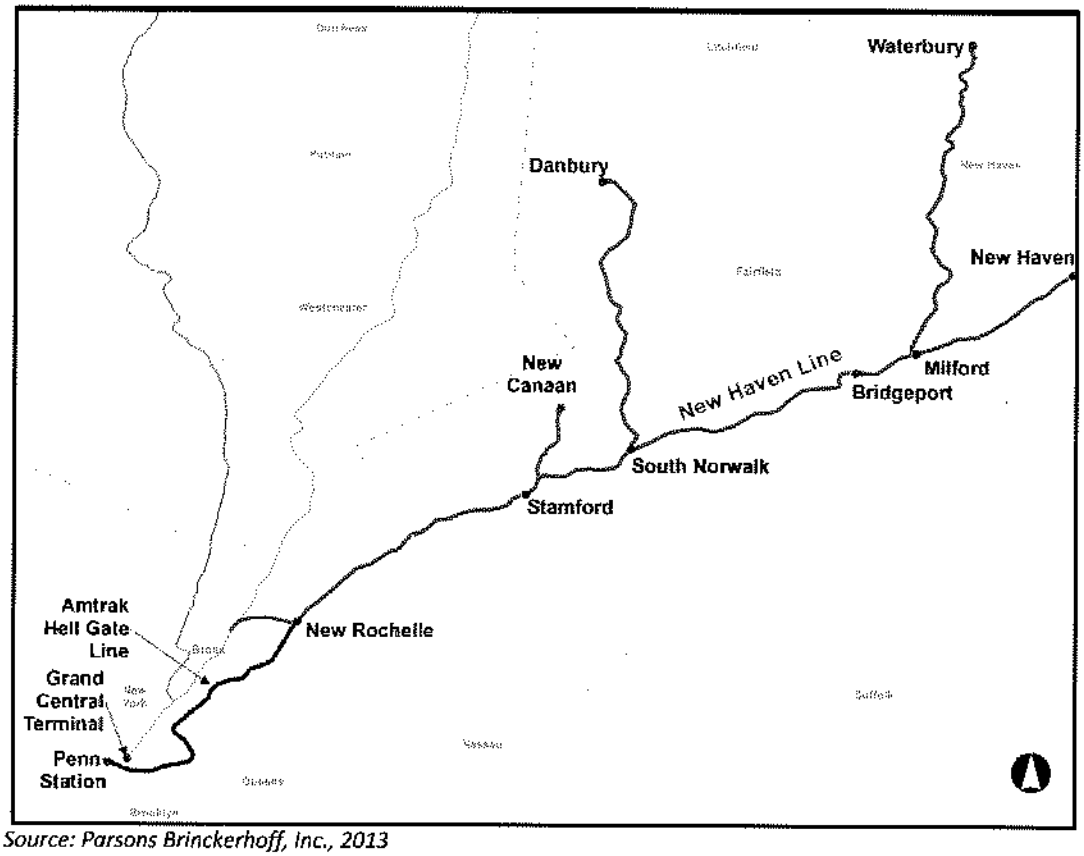
The Penn Access Project will also include the design and construction of four new Metro-North stations along the HGL in the eastern Bronx. These stations will bring increased regional accessibility to the eastern Bronx community by offering rail service to and from Manhattan and the New York and Connecticut suburbs. In addition, the stations will provide area residents with better access to jobs, shopping, and entertainment.

Metro-North is expected to begin revenue service to Penn Station under the Penn Access Project after LIRR commences revenue service to GCT under MTACC's East Side Access project. Once LIRR begins running trains into and out of GCT, there will be capacity at Penn Station for Metro-North trains.

1.3 Project Location

The Penn Access Project will be implemented primarily within the State of New York. Penn Access Project service will begin in southeastern Westchester County, where NHL trains will divert onto the HGL. Service will then lead into the eastern Bronx, western Queens, and then into Manhattan. All four of the new Bronx stations will be constructed in the eastern Bronx. The project location, showing the relationship between the HGL and the Metro-North system, is depicted in Figure 1.

Figure 1: Project Location



Source: Parsons Brinckerhoff, Inc., 2013

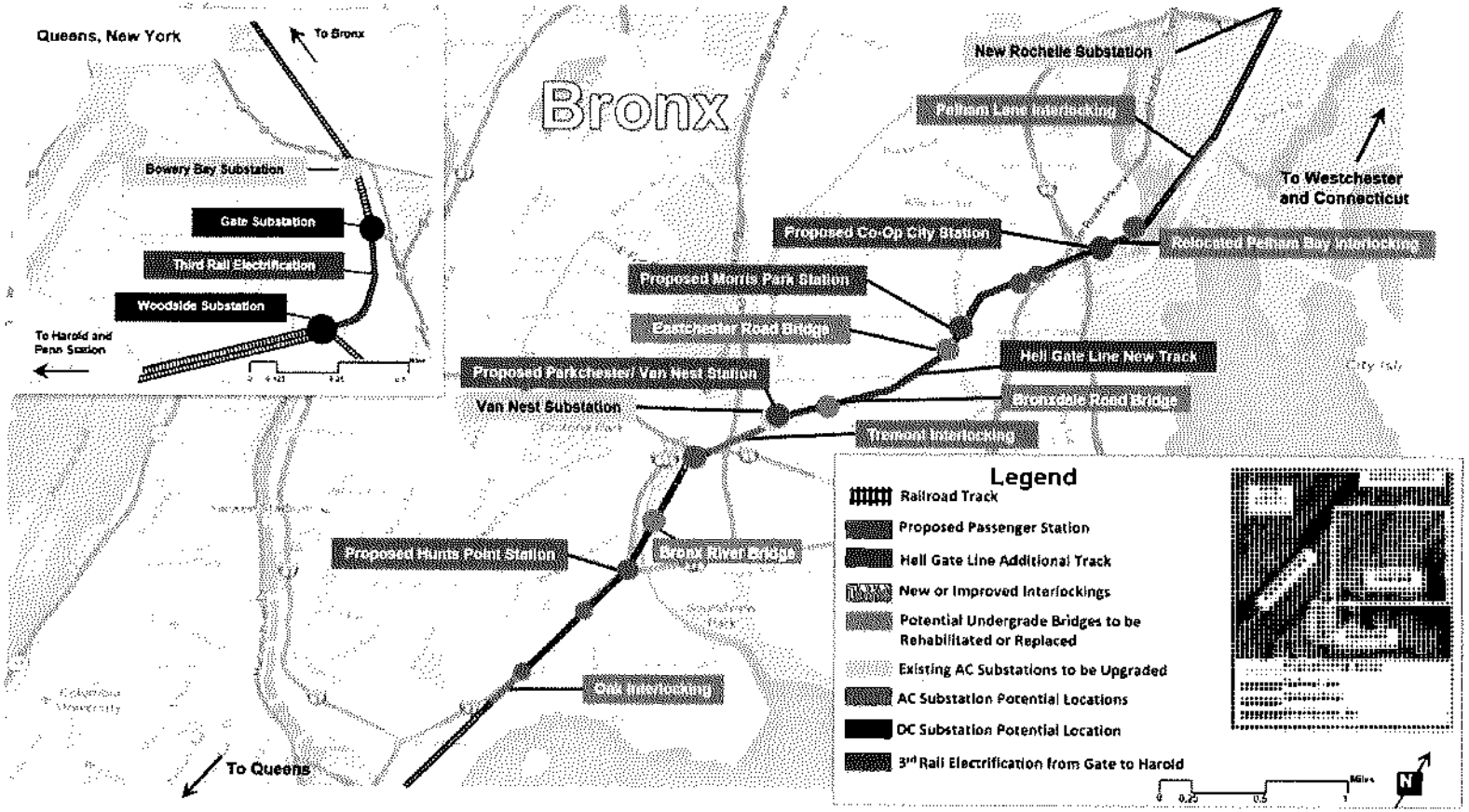
1.4 Key Project Elements

A non-exclusive list of the key project elements currently being considered are depicted in Figure 2. These elements include:

- Realigning existing tracks and constructing two new passenger tracks along a three-mile segment of the HGL
- Relocating and reconfiguring one existing interlocking and constructing four or more new interlockings
- Realigning existing catenary for existing tracks and interlockings, and installing new catenary for the new tracks and interlockings
- Constructing four new Metro-North passenger stations
- Replacing all or most of the existing superstructure of the Bronxdale Avenue and Eastchester Road undergrade bridges
- Repairing and strengthening the Bronx River Bridge and the Pelham Lane undergrade bridges

- Upgrading the existing Amtrak Van Nest ac supply substation immediately adjacent to the HGL right-of-way
- Upgrading or constructing up to three additional ac distribution substations in the vicinity of the new interlockings
- Constructing a new ac supply substation on the NHL within the vicinity of New Rochelle
- Expanding Metro-North's New Rochelle yard in Westchester County and electrifying certain tracks for Penn Access Project train equipment storage
- Providing traction power supply for Metro-North M8 equipment by either installing approximately three miles of third rail and constructing up to two new dc substations, or relocating the existing ac phase break from Bowery Bay to just east of Harold Interlocking
- Upgrading the ac distribution substations at Bowery Bay and New Rochelle
- Upgrading to a high-density signal system with positive train control overlay between Harold Interlocking in Queens and Shell Interlocking in Westchester County
- Improvements at Metro-North's New Rochelle Yard and at "C" yard in Penn Station for midday storage
- Modifying Penn Station to provide Metro-North employee welfare facilities, offices, ticketing, and customer services

Figure 2: Penn Access Project Key Project Elements



Source: MTACC, 2017

SECTION 2.0 DESIGN REQUIREMENTS

2.1 GEC Scope of Services

The GEC scope of services includes all work required to provide MTACC with:

- A Preliminary Design; and
- Project support services during the Preliminary Design phase

In performing these services, the GEC shall coordinate all progress with the MTA agencies, Amtrak, and other stakeholders.

The GEC shall perform all work in accordance with the design parameters defined in this request for proposal ("RFP"), as well as all applicable standards and reference documents. Throughout the term of the contract, the GEC shall coordinate the work of its own multi-disciplinary design team with the stakeholders, and shall organize and participate in reviews with the staff of all project consultants and affected agencies to ensure operational compatibility and sustainable designs. This includes coordination with the following two consultants that the MTA has engaged: (i) an environmental consultant (the "Environmental Consultant") retained to perform environmental and technical analyses of the Penn Access Project, and to prepare a written environmental assessment or environmental impact statement; and (ii) an operations and power simulations consultant retained to perform simulations of rail operations and traction power load flow supporting the Penn Access Project.

The GEC shall ensure that all design documents are reviewed, coordinated, evaluated, and refined such that Penn Access Project objectives are achieved. This includes meeting railroad operational and maintenance requirements, as well as commitments established in the environmental review and accompanying preliminary operations, feasibility, and construction staging studies. The GEC shall also ensure that the impacts of design changes are reflected through the totality of the design.

The GEC shall plan all work with reference to and in conformity with such information relating to existing lines, grades, levels, sewers, surface, subsurface, and overhead structures, conditions, and facilities, as may be furnished to the GEC by the stakeholders. This information may be supplemented by that independently obtained by the GEC through its inspection of the site, preparation of any additional survey and testing, and examination of relevant public records and/or other available information. The GEC shall verify all information provided by stakeholders.

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

The GEC shall provide a cost-effective design and shall emphasize this philosophy of cost-effectiveness throughout all levels of its organization, including with its sub-consultants. To this end, the GEC shall implement cost control measures and procedures to ensure that estimated construction costs remain within the budgetary cost ceiling, or such other ceiling amount that MTACC may direct. The design

approach shall reflect the most current project cost estimate attributable to the GEC's assigned scope, and shall include any appropriate contingency and design development allowances related to that scope.

2.2 Preliminary Design

The GEC shall work with MTACC to select a preferred design approach. Following this selection, the GEC shall prepare the Preliminary Design, taking into consideration all input and feedback from the MTA agencies, Amtrak and other affected stakeholders, along with the community needs, and work performed by the Environmental Consultant. The GEC shall coordinate with the Environmental Consultant if the preferred design approach triggers additional environmental review.

Working with the existing conceptual alignment alternatives, the GEC shall propose and vet refined design approaches that will allow for more expeditious and cost-effective project delivery. The GEC shall prepare cost and schedule estimates for up to three refined alternatives to assist with the decision-making process; the GEC shall identify constructability, maintenance and labor concerns to inform the selection of the preferred design.

The Preliminary Design shall comply with the relevant standards listed below, and include the infrastructure elements described in Section 2.4 below. The Preliminary Design shall advance the level of design completion of each infrastructure element to 30 percent design, except for track work, which shall be developed to a 100 percent level of completion as defined in Amtrak Engineering Specification No. 63, Track Design.

The GEC shall summarize in the transmittal document for each submittal, the level of completion of each of the specific key areas of the design, and shall identify the specific areas requiring review and endorsement by MTACC or others for design to proceed to completion.

The Preliminary Design shall include the following activities and/or delivery of the following work products:

- Geotechnical investigation, borings, laboratory tests and analysis where necessary, to ensure that the program is executed on the basis of thorough and complete geotechnical, environmental, and utilities site investigations
- Site plans, showing layout, to include the location and physical characteristics of each utility and plans for its proposed protection/support in place, relocation, or replacement
- Track work geometrical alignments
- Track work system drawings, track plans indicating the extent of various track work types (concrete tie, wood tie, etc.) rail fixation and other track details, special track work layouts and details, third-rail locations and gaps, track work and third-rail typical cross-sections and details, and relevant schematic drawings
- Architectural drawings
- Civil drawings, including drainage and site access
- Structural drawings, including foundations, framing, major mechanical and electrical equipment loadings and locations

- Mechanical/electrical equipment layouts, with preliminary details, including single-line diagrams of mechanical and electrical systems, showing the sizes and the flows for ductwork and piping, equipment capacities, and control schemes
- Mechanical/electrical equipment and fixture schedules
- Reports, drawings, and specifications forming the design of the electric traction system
- Reports, drawings, and specifications forming the design of the HGL signal system upgrade
- Reports and drawings forming the baseline for the design of the stations including emergency egress as well as fire and seasonal operating scenarios
- Reports, drawings, and specifications forming the design of the supervisory control and data acquisition system.
- Integrated BIM Model
- Construction phasing and staging plans
- Construction cost estimates, including reconciliation of changes from previous cost estimates
- Construction schedules, coordinated with the overall integrated program schedule, including procurement phasing, construction phasing and staging plans and methods, the track-related installation schedule, and requirements and locations for temporary laydown, staging, and areas to be occupied by for track and other systems installation contractors

The GEC shall address and close out review comments and incorporate them into the Preliminary Design. The GEC shall submit the final Preliminary Design document to MTACC following incorporation of all stakeholder comments.

2.2.1 Drawings and Specifications

All drawings, specifications, and addenda shall be prepared in a format acceptable to the MTA agencies and Amtrak. The GEC shall prepare all designs and specifications in compliance with the requirements of all grant and funding partners, including but not limited to the Federal Transit Administration ("FTA") and the Federal Railroad Administration.

- Design drawings of Amtrak facilities and systems shall be delivered in the coordinate system required by Amtrak.
- Design drawings of Metro-North facilities and systems shall be delivered in the coordinate system required by Metro-North.

2.2.2 Site Information

Site Visit

The GEC shall make a personal examination of the project sites. The GEC shall note the existing conditions and to the extent that existing conditions impact the design work, the GEC shall make recommendations to MTACC on the approach to address those conditions. All site visits involving entering Amtrak property shall conform to Amtrak's temporary permit to enter upon property requirements. The GEC shall coordinate with Amtrak to establish the permit documentation and make the necessary payments to Amtrak on behalf of MTACC. All GEC and sub-consultant personnel entering Amtrak property shall carry a

current contractor identification badge. All site visits involving entering MTA agency property shall conform to MTA agency requirements.

Site Data

MTACC and Amtrak will make available archived records in their possession, and the GEC will review and copy any applicable structural and property drawings (which may not reflect as-built conditions), boundary and topographical surveys, test borings, soil analysis and surface information. The GEC may be required to execute non-disclosure agreements with the MTA agencies, Amtrak and other stakeholders in connection with any such disclosures.

MTACC and Amtrak will make any such documentation for informational purposes only; it shall be the GEC's responsibility to verify this information and obtain all additional information required for the Project. The GEC shall exercise due diligence and professional competence in analyzing such documents and data furnished by MTACC and Amtrak to accurately document as-built or existing site conditions. The GEC shall review existing site data and update this data as needed for the design effort.

Reference made to the above site data is to provide additional clarification of the baseline. The inclusion of this site data does not limit the GEC's obligation to collect any additional data necessary to prepare responsible and complete designs in accordance with project phasing and the contract packaging plan.

2.2.3 Investigations and Testing

2.2.3.1 *Geotechnical Investigation*

The GEC shall perform a geotechnical investigation to supplement any available geotechnical subsurface information provided by MTACC. The GEC's geotechnical investigation shall be of sufficient detail to characterize subsurface conditions to the extent required for implementation of the Penn Access Project and should include but not be limited to borings, test pits, soils and or rock laboratory analysis, and environmental samplings. The GEC shall retain one or more drilling firms licensed to perform work in New York State with experience in drilling within New York City and along active railroad and transit corridors. The drilling firms shall obtain all required permits for their work. All drilling shall be supervised and logs prepared by experienced engineer(s)/geologist(s). To determine and monitor the water table during design and construction, groundwater monitoring wells or piezometers shall be placed in suitable locations as required for design. All geotechnical investigation work on Amtrak property will be subject to approval by Amtrak.

Geotechnical Data Report

The GEC shall document the results of the geotechnical investigation program in its geotechnical data report. The GEC shall prepare the report for the entire project and include subsurface information and laboratory testing data gathered during the GEC's own geotechnical investigation, as well as any available information provided by MTACC. The report shall provide the data required to support design and construction of the new bridges, stations, electrical substations, catenary support structure foundations, or other Penn Access Project facilities.

Geotechnical Interpretive Report

The GEC shall prepare a geotechnical interpretive report based upon the geotechnical investigations and data collected in the report. A report shall be prepared for construction contract(s), or as otherwise determined to be appropriate by the GEC or otherwise directed by MTACC. The report shall include but shall not be limited to an engineering evaluation of subsurface conditions, geotechnical design criteria for both permanent and temporary structures, soil and rock engineering design parameters, design groundwater levels, and a discussion of geotechnical design alternatives and construction considerations. The report shall also include an assessment of construction impacts on adjacent facilities and requirements for a geotechnical instrumentation program for the protection of the adjacent facilities.

2.2.3.2 *Independent Testing and Inspection*

Testing may be needed for decision-making on structural, geotechnical, groundwater, materials, historical, and other technical and environmental matters. The GEC shall prepare independent testing and inspection plans for all necessary tests, and shall obtain the necessary results. The GEC shall also prepare an analysis of test and inspection results, and shall retain one or more New York State-certified independent testing firms to perform the testing, inspection, and analysis, as required.

2.2.3.3 *Environmental Investigations/Removals*

The GEC shall survey and investigate the area to determine whether any hazardous materials exist that may impact work on the Penn Access Project. Such hazardous materials may include, but are not limited to: asbestos, paint containing lead, PCBs, batteries, underground storage tanks, and soil contaminated by petroleum or any hazardous or non-hazardous waste. In the event that such hazardous materials are found to exist, the GEC shall prepare a work plan, designs and contract documentation for a contractor to use in connection with the contractor's removal and abatement operations.

The GEC, shall determine how soil and groundwater contamination may affect the project, shall incorporate into the plans and specifications, and environmental findings report summaries appropriate provisions and requirements regarding disposal methods and mitigation measures to prevent movement of any contamination into the project areas.

The GEC shall develop a method of disposal in accordance with all federal, state, city, and local agencies for water collected during construction dewatering and prepare necessary contract documents.

2.2.4 Surveying and Mapping

The GEC shall utilize a MTA-provided aerial and topographic survey as a basis for developing a comprehensive survey for the project. The GEC shall review the MTA-provided mapping and expand, verify and upgrade the surveys for the design. After the survey is expanded and/or updated accordingly, the GEC shall assume responsibility for the overall mapping proceeding with the Preliminary Design. As part of the survey work, the GEC shall prepare a metes and bounds survey that defines the Amtrak right-of-way and the limits of adjacent properties to be acquired.

The Penn Access Project is expected to follow state-of-the-art practices, beginning with the survey effort. The GEC shall perform track and topographical survey on the Amtrak right-of-way, including a mobile LIDAR survey in accordance with the requirements of Amtrak Specification 63 and Amtrak Land Surveying Standards and Procedures Manual. Further, the GEC shall coordinate with Metro-North and Amtrak to

determine the system of horizontal and vertical primary control for the project. The GEC shall prepare and update the base mapping to be used by all relevant entities to perform its design responsibilities and to develop preliminary engineering drawings and reports, geotechnical and utility investigations, and support for proposed easements and property acquisitions. The LIDAR survey will include the horizontal and vertical location of all tracks to the precision required for design by Amtrak Specification 63, and detailed mapping of the undersides of all overhead bridges and all other structural elements in proximity to the track. The mobile LIDAR survey results shall be incorporated into the project base mapping to be used by the GEC and other entities performing post-Preliminary Design work for the Penn Access Project. The GEC shall coordinate with Amtrak with respect to the possible need for easements on the HGL. The GEC shall develop property plans indicating existing property rights by various stakeholders.

2.2.5 Standards

The GEC shall follow and certify that all applicable codes, standards, specifications, guidelines, and procedures, including all applicable internal government agency procedures and guidelines, are met. The GEC shall assess all work elements to ascertain which codes, standards, procedures, and guidelines apply and the jurisdiction from which approval is needed, and shall prepare the design accordingly. If requested, the GEC shall complete and submit to MTACC a compliance checklist.

2.2.5.1 *Rail Standards and Codes*

The GEC shall conform to all applicable rail standards and codes, including but not limited to:

- Amtrak Engineering Specification No. 63, Track Design
- Amtrak Land Surveying Standards and Procedures Manual
- Amtrak Engineering Practice EP 3016 – Storm Water Drainage and Discharge from Adjacent Property onto Amtrak Right-of-Way
- Amtrak Specification 150 – Storm water Management Policy
- American Railway Engineering and Maintenance of Way Association (AREMA) Manual for Railway Engineering
- Amtrak Electric Traction standards shall be followed as required.

2.2.5.2 *Bridge Standards and Codes*

The GEC shall conform to applicable bridge standards and codes, including but not limited to:

- AREMA Manual for Railway Engineering
- Amtrak Engineering Practice EP 4003 – Bridge Load Rating Policy

2.2.5.3 *Station Standards and Codes*

The GEC shall conform to applicable station standards, guidelines and codes, including but not limited to the MTA Metro-North Railroad Station Standards and Guidelines and Amtrak Station Program and Planning Guidelines.

2.2.6 Safety Training

GEC personnel that will be involved in visiting and/or working on the sites of the operating railroads will be required to complete Amtrak and Metro-North contractor safety training every twelve months. Without exception, personnel that does not complete the training and possess a valid contractor pass will not be admitted onto railroad sites.

2.3 Concept of Operations and Phasing/Plans

2.3.1 Concept of Operations

The GEC shall prepare a Concept of Operations ("ConOps"). The ConOps shall define the functions and operations of each system, department, and agency as parts of the project are turned over to the operating agency (both during the construction period and after revenue service). The ConOps shall describe the operations and relationship, if any, of the following and other departments and systems as needed to operate within the project's limits:

- Departmental responsibilities and operations
- Standard operations and procedures
- Mechanical, electrical and plumbing ("MEP") and other systems needed to support the operations
- Functionality of MEP and other systems
- Documents and manuals needed to define the functions and operations
- Security and safety management
- Facility management
- Emergency management
- Relations among departments and management groups
- Recommendations for changes

2.3.2 Project Construction Phasing and Packaging Plan

Contract Packaging

The GEC shall review and recommend contract delivery and packaging alternatives, contract sequencing alternatives, construction phasing and the most effective plan to minimize costs and accelerate construction. Based on that effort, the GEC shall prepare for, MTACC's review and approval, an overall contract packaging plan and, based on that plan, MTACC, at its discretion, may choose to issue a design-build contract and other contracts in support of the design-build contract, or to progress the Preliminary Design to Final Design and award one or more construction contracts. Preparation of contract documents by the GEC for any of these delivery methods is subject to MTACC's exercise of Option 1 or Option 3.

Construction Phasing

- The GEC shall prepare a construction phasing plan which shall include all work required to successfully complete this project in the most time efficient and compact manner.
- The phasing plan shall take into consideration early activities, concurrent work, long-lead items, and procurements and production of special construction equipment and work performed by Amtrak forces. The phasing plan shall consider construction staging including but not limited to: lay down areas, maintenance and protection of traffic, Amtrak outages, and coordination with other project schedules.

2.3.3 Preliminary Permitting Plan

The GEC shall develop a preliminary permitting plan identifying any permits required for construction of the Project. The GEC shall meet with Amtrak, all municipalities, utilities, and associated regulatory agencies and identify all necessary approvals and permits as required to complete all site work needed for the stations and any ancillary installations on Amtrak property. The civil and utility design shall meet all Amtrak standards and other regulatory requirements and standards, as well as current municipal and utility current practices.

2.4 Infrastructure Elements

The GEC shall develop the following infrastructure elements as part of the Preliminary Design and Basis of Design.

2.4.1 Track Work

The Penn Access Project requires the installation of new or relocated track work systems -- primarily concrete tie-and-ballast track work, and if required, direct fixation track work, including all rail, special track work, ties, ballast, sub-base, mechanical and electrical connections, switches, points, frogs, crossings and switch machines. The addition of a new contact rail from Harold Interlocking to Gate Interlocking may be included as part of the track work engineering design and installation work, and may need to be included in the Preliminary Design.

The GEC shall conduct, in conjunction with the owner of any existing track work, an assessment of the existing track work, and shall identify any work required for the reuse, shifting, and relocation of the existing track work. The GEC shall coordinate the track work alignment design with work done by Amtrak for curve modifications on portions of the HGL in support of higher train speeds.

The GEC shall prepare the Preliminary Design for the track work in conjunction with information and design standards provided by the relevant stakeholders. This work shall include updating track work drawings, indicating what work will be performed by force account or by third-party contracts, if any. Track alignment design and design drawings shall be in accordance with all MTA agency and Amtrak requirements, including but not limited to Amtrak's Specification 63. The GEC shall work with stakeholders to determine number, location of interlockings and construction sequence. Special track work (turnouts and crossings) in the new and reconfigured interlockings shall conform to Amtrak's latest standards for the particular turnout and crossing sizes as indicated in the alignment design.

The GEC shall review and advance the design for the track alignment in conjunction with information provided by the relevant stakeholders and in accordance with their respective track materials, alignment, and wayside clearance design criteria. For tracks used exclusively for freight operations, the track design criteria should be based upon the local agreements between Amtrak and CSX. Amtrak requires the Preliminary Design track alignment submission to be completely designed and highly developed in terms of track layout. This submission shall include:

- Calculations supporting the preliminary design, including assumptions, standards, specifications, codes, and other constraints used to determine the final selections
- A design narrative describing the design approach and rationale
- A representation of compliance with relevant standards, specifications, codes, site (building envelope), and functional requirements (or, if compliance is not possible/practical, justification as to the reason why)
- A finalized horizontal track layout, including relevant degree of curvature, spiral lengths, underbalance, super-elevation, curve limits, jerk rate, and Vmax
- A vertical track layout, including percent grade, acceleration, curve limits, rate of change, and relevant infrastructure (stations, turnouts, crossovers, bridges, crossings)
- Identification of any restrictive clearance points
- Drawings for the installation of third rail

2.4.2 Civil, Utilities and Site Work

HGL Right-of-Way and Off-HGL Right-of-Way

The HGL right-of-way civil and utility design required for temporary and permanent right-of-way access, track work, catenary and signals modifications shall meet all regulatory requirements and standards as well as Amtrak Engineering Practice EP 3016 – Storm Water Drainage and Discharge from Adjacent Property onto Amtrak right-of-way and Amtrak Engineering Specification No. 150 – Storm water Management Policy. New storm water management systems shall be sized per Amtrak's requirements and designed to connect with the city/municipality storm water sewer and convey storm water away from Amtrak's tracks and right-of-way. Storm water shall not be discharged onto Amtrak's property.

Amtrak's current practice for light maintenance of wayside equipment along most of the HGL is based upon using rubber-tired vehicles to drive along the right-of-way from existing street access points. This is a viable method because there is sufficient space between the existing tracks to allow the rubber-tired vehicle movements necessary to reach the wayside equipment requiring maintenance. The addition of new stations and the new passenger tracks along parts of the HGL will conflict with Amtrak's current practice and limit or eliminate the accessibility for rubber-tired vehicles. The GEC shall develop a conceptual plan for Amtrak to perform light maintenance of wayside equipment during and after construction of the Penn Access Project. It is anticipated that this plan will use hi-rail vehicles, which will be deployed onto the tracks from grade crossings situated at strategic locations along the HGL associated with new and permanent means of access from the adjacent street. The wayside equipment maintenance plan shall be submitted to Amtrak for review and approval.

The HGL right-of-way utility design activities shall include verification of the existing location and condition of underground and overhead utilities, including but not limited to advancing the borehole drawings and test pit excavation drawings and performing the geotechnical investigation work during the course of Preliminary Design to confirm the presence, condition, and location of major facilities.

The GEC design for the HGL right-of-way and off-HGL right-of-way shall advance the design for civil, utilities, and miscellaneous site work for the project. This shall include:

- Street and site lighting, landscaping, paving, and striping
- Subgrade and sub-ballast for new, relocated, and regraded tracks
- Right-of-way storm water management
- Right-of-way construction and maintenance access
- Public utilities, storm water, water, and sanitary
- Private utilities
- Mitigation measures identified in the environmental review
- Coordination of all site work components to address all Amtrak real estate ownership and other property rights

Utility Relocation and Maintenance and Protection of Traffic

The GEC shall develop a plan for utility relocations and maintenance and protection of traffic to facilitate the construction, all in coordination with the utility companies, New York City Department of Transportation and other applicable federal, state and city agencies. To this end, the GEC shall:

- Collect data and plans from utility agencies
- Provide preliminary utility relocation drawings, as needed, to relocate existing utilities or assist others in developing utility relocation drawings
- Perform or make necessary provisions, e.g., test pits, in the contract documents as needed to verity the existing utilities and as-built surveys of utilities relocated by others
- Coordinate with Amtrak to determine which utilities are under license agreement with Amtrak for occupation of the right-of-way
- Obtain required conditional approval from all agencies for utility relocation work to avoid changes during construction

The GEC shall develop conceptual plans for maintenance and protection of traffic, sequence of work, and street restoration/ landscaping for all work impacting roadway traffic, pedestrian movements, and access to emergency services.

2.4.3 Structures

The Penn Access Project will include rehabilitation, repairs or strengthening of existing structures/buildings or new structures/buildings. The GEC shall review and advance the designs for the rehabilitation, repair, or strengthening of existing structures/buildings or new structures/buildings.

The GEC shall:

- Review information on all bridge structures and perform additional assessment and ratings where needed or requested by MTACC to determine the appropriate structural approach
- Ensure that work on the overhead bridges will be limited to modifications to catenary attachments to the bridge structure
- Ensure that work on the Bronx River Undergrade Bridge and the Pelham Lane Undergrade Bridge will be limited to repairs and strengthening
- Ensure that work on the Bronxdale Avenue and Eastchester Road Undergrade Bridges will include the replacement of all or most of the existing bridge superstructure to suit the new track alignment.
- Develop conceptual structural drawings and specifications, including plan and profile drawings depicting the work required for each structure, building, or installation requiring a structural design solution
- Support MTACC in its discussions with the authority having jurisdiction or owner
- Prepare conceptual structural calculations for review and concurrence by authority having jurisdiction for major structures and foundations

2.4.4 Stations

The GEC shall prepare the Preliminary Design for the following four new Bronx Metro-North stations (as depicted in Figure 3). Station access as described below is preliminary and the GEC shall modify as required to meet MTACC requirements:

- Hunts Point Station – situated below street level, parallel to Bruckner Boulevard and the elevated Bruckner Expressway, with station access from street level at Hunts Point Avenue
- Parkchester/Van Nest Station – along East Tremont Avenue, east of White Plains Road, with station access at a location approximately across from Dogwood Drive
- Morris Park Station – along Bassett Avenue with station access at Loomis Street or Morris Park Avenue
- Co-op City Station – along Erskine Place, with station access at DeReimer Avenue. The exact placement of Co-op City station shall be coordinated with Amtrak's plans for reconstructing the Pelham Bay Bridge

The GEC shall factor real estate ownership into the design of stations so as to have as little impact on Amtrak-owned property rights as possible. The GEC shall advance the design of the stations, including entrances, footbridges, heated platforms, canopies, ticket vending machines, public address systems, video information systems, train annunciators, lighting, signage, and power supply. The GEC shall design stations in accordance with Metro-North Station Design Guidelines and Standards, MTA standards and MTA enhanced station initiative guidelines. The stations must be safe, secure, easily recognizable, inviting, pleasant, comfortable, and functional with maximum accessibility and mobility. The station designs shall include maintenance goals, including energy saving equipment.

The designs shall be high quality that considers neighborhood and context. Station designs shall serve to identify Metro-North transportation gateways. Designs shall work within project constraints while maximizing station visibility and architectural character.

Civil and utility design required for the stations shall meet all regulatory requirements and standards as well as Amtrak Engineering Practice EP 3016 – Storm Water Drainage and Discharge from Adjacent Property onto Amtrak Right-of-Way and Amtrak Engineering Specification No. 150 – Storm water Management Policy. New storm water management systems shall be sized in accordance with Amtrak's requirements and designed to connect with the city/municipality storm water sewer and convey storm water away from Amtrak's tracks, right-of-way, and property.

It is anticipated that station communication systems will be integrated into the Metro-North communication system. These include and are not limited to: public address/VIS, security systems, elevator management system, and elevator controllers. There will also be a closed-circuit television system installed at each station to be tied to the control center.

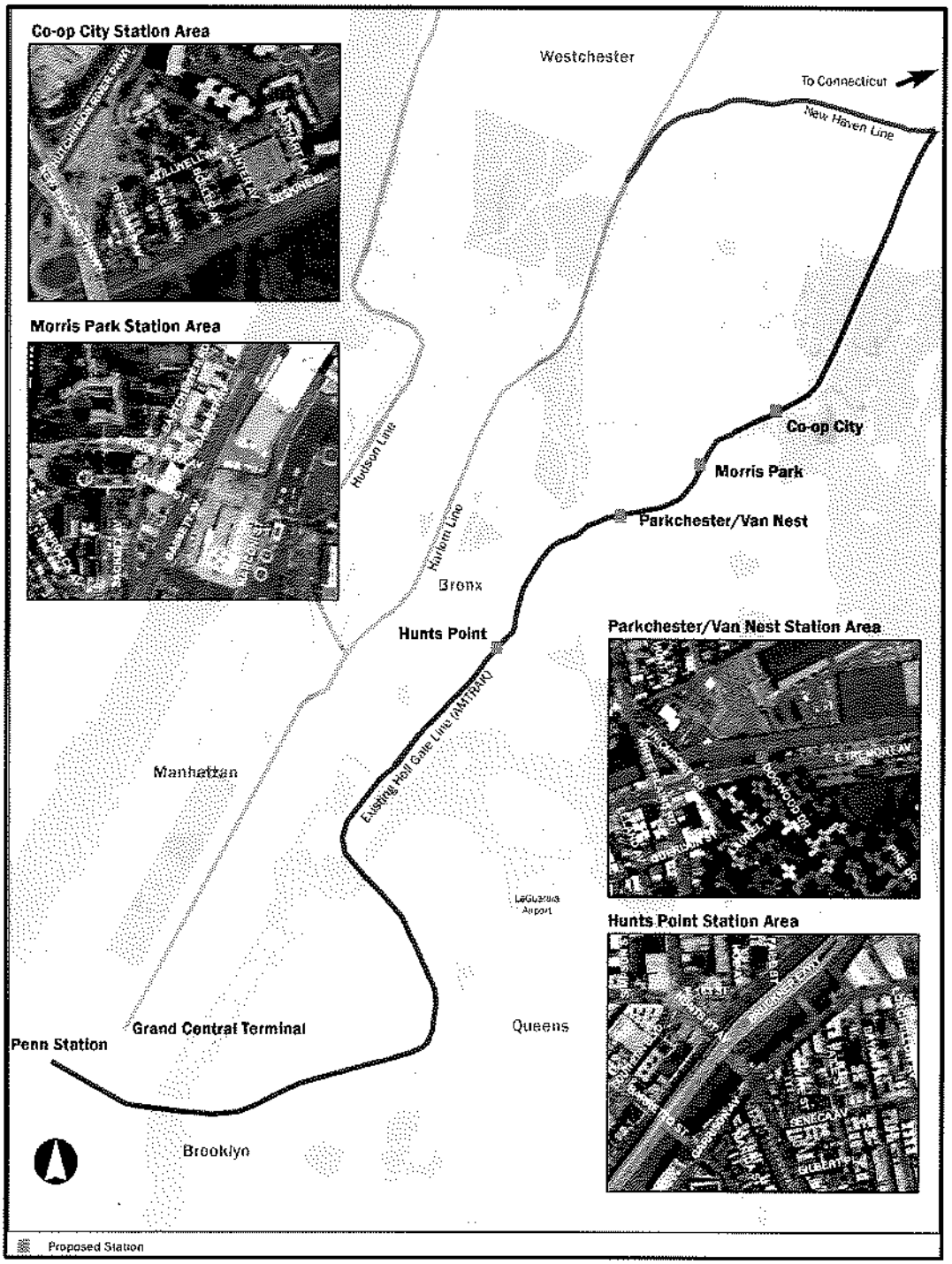
The Environmental Consultant has prepared a preliminary study of private development and value capture opportunities at the four Bronx stations. The GEC shall review this study in consultation with MTACC and shall include station design modifications into the Preliminary Design. Potential development on Amtrak property or requiring additional easements shall be coordinated with MTACC and Amtrak.

A new crew base within Penn Station will be necessary. This will include the creation of Metro-North employee space, approximately 4400-7,000 square feet in size, comprising back-of-house space for crew supervisor offices, men's and women's locker rooms (toilets, shower, lockers), break rooms, and storage (each set of these facilities for each craft), accounts receivables; and janitorial space. The potential location for these facilities has not yet been determined but is assumed to be part of MTA/LIRR designated space. The GEC shall review the Penn Station lease agreement with Amtrak to help determination the best location for this space. The GEC shall investigate the potential for joint Metro-North/LIRR use of back-of-house space, including possible locating of Metro-North functions with LIRR facilities of similar functionality.

The design for this space shall include:

- MEP within Penn Station in conformance with Amtrak's requirements regarding the routing of drain lines over tracks and catenary wires
- A utility connection to central systems, such as chilled water to furnish air conditioning, in accordance with Amtrak requirements

Figure 3: Proposed New Penn Access Project Metro-North Bronx Stations



Source: Parsons Brinckerhoff, Inc., 2015

2.4.4.1 *Station Spaces and Ancillary Spaces*

The GEC shall prepare a program to collect the space requirements for station facilities. The GEC shall perform such tasks as appropriate to prepare the Preliminary Design, including but not limited to:

- Meeting with Metro-North operating departments, utility agencies, Amtrak, and community stakeholders as needed to review functional, space, and location requirements
- Preparing sketches of the layout of the stations and any ancillary buildings, including substations
- Revising station and ancillary spaces and develop a configuration based on the approved space program, environmental review, MTA agency comments, and property acquisition decisions
- Preparing an egress analysis for egress elements at each new station. In addition, for the Hunts Point and Parkchester/Van Nest Stations study passenger access to the platform from the street level, including but not limited to Hunts Point Avenue and Unionport Road
- Preparing a study that analyzes the pros and cons of the adaptation and re-use of the historic Hunts Point Station headhouse as the entry point to the Hunts Point Station as opposed to a new facility
- Prepare a study that analyzes the feasibility along with estimated costs of a connecting tunnel between the new Hunts Point Station platform and the NYC Transit Hunts Point Station on the Pelham line. This tunnel shall be in compliance with ADA requirements
- Integrating the stations with bus and pedestrian access
- Preparing ADA feasibility studies for each of the stations showing how ADA-compliance vertical accessibility is achieved
- Providing spaces needed for normal and contingent train operations
- Designing the stations for optimum space utilization for fare vending, ADA accessibility and customer information, signage, and other requirements as per Metro-North design guidelines
- Preparing landscaping plans that complement the station locations
- Preparing support documents to incorporate the MTA Arts and Design program

2.4.4.2 *Station MEP Design*

The GEC shall prepare a Preliminary Design for the MEP equipment for stations. This shall include:

- ADA compliant vertical circulation equipment for the stations
- Power supply and distribution of facility power for the stations and any ancillary buildings
- Life safety, fire alarm, and fire suppression systems

2.4.4.3 *Station Systems*

The GEC shall prepare a Preliminary Design for the systems directly applicable to stations. This shall include:

- Local and remote networks to integrate all communication devices
- Telephones (transit and commercial wireless)
- Fare vending
- Security systems

- Station communications
- Public address/VIS signage
- Emergency callboxes (blue light stations)
- Connections for digital advertising and retailing
- Elevator management system and elevator controllers

The station systems shall incorporate all work necessary to implement Metro-North customer service initiative and enhanced station initiative requirements.

2.4.4.4 *Station Site Work*

The GEC shall prepare a Preliminary Design for site work for stations and ancillary buildings, which shall include:

- Bus service provisions – as appropriate for each station
- Pedestrian access
- Utility relocation
- Utility services
- Paving and striping
- Grading
- Storm water management

The Preliminary Design shall also include verification of existing location and condition of underground utilities, including but not limited to advancing the test pit excavation drawings and performing the test pit work to confirm the presence, condition, and location of major facilities. In addition, the Preliminary Design shall include a conceptual design for bringing new services to the Metro-North stations.

2.4.5 Yards and Storage

To store the new train equipment, Metro-North will utilize existing overnight storage locations at Stamford, Bridgeport, and New Haven. The GEC shall conduct surveys and feasibility studies to identify space for and associated improvements at Metro-North's New Rochelle Yard and PSNY's C-Yard for Metro-North storage.

Metro-North's New Rochelle Yard upgrades may include:

- Reconnecting Yard Track 8 to New Haven Line 3
- Extending Yard Tracks 6, 7, and 8 to accommodate three 8-car train sets (24 cars)
- Installing new overhead catenary for Track 8
- Installing a car cleanout shed adjacent to Track 8

"C" yard requires minimal modifications, with only a re-energizing of the "C" yard Track 3 3rd rail, which has been de-energized to store LIRR maintenance-of-way trucks. It is assumed that these vehicles can be relocated to the Westside Yard. Three train sets can be accommodated in "C" yard for midday storage.

2.4.6 Systems

2.4.6.1 *Traction Power*

The GEC shall prepare a Preliminary Design for existing and proposed traction power supply and distribution systems in conjunction with standards set by the MTA agencies and Amtrak.

Modifications and installation of a permanent Amtrak-approved ac traction power overhead-distribution and compound catenary system for Amtrak and Metro-North trains will be required to provide service to the new and relocated or shifted track alignments. It is assumed that the existing catenary system will be relocated or shifted where existing tracks are relocated or shifted. The new and relocated or shifted catenary systems will be supported from the existing portal structures and poles wherever feasible. Existing portal structures or poles that are impacted by the new track alignment shall be replaced with new structures and foundations. Certain new catenary poles and foundations shall be required to maintain registration of the catenary system at curves and special track work.

The ac power for the modified catenary system will be derived from the existing Amtrak catenary and existing Amtrak supply substations at Van Nest (Sub 46) and the existing distribution substations at Bowery Bay (Sub 45) and New Rochelle (Sub 47). These will be supplemented by up to three new distribution substations on the HGL in the vicinity of Pelham Bay Interlocking, Tremont Interlocking and Oak Interlocking and a new supply substation on the NHL in New Rochelle.

Metro-North M8 train equipment planned for the Penn Access Project service can operate under the Amtrak 60 Hz ac power system east of Gate Interlocking and over the LIRR top-running 750 V dc third rail, but cannot operate under the Amtrak 25 Hz ac power system west of Gate Interlocking. Consequently, Metro-North M8 trains to Penn Station will switch from 60 Hz catenary to a 750 V dc traction power supply from new top running contact rail from Gate Interlocking to just east of Harold Interlocking. This new contact rail will be powered by two new substations at Woodside and Gate. An alternative scheme is under consideration by Metro-North to relocate the 60Hz to 25 Hz catenary phase break from west of Gate interlocking to just east of Harold Interlocking, where the Metro-North trains would switch from 60 Hz catenary to 750 V dc third rail. The GEC shall conduct a study to assess the feasibility of both schemes and work with Metro-North and Amtrak to determine the preferred alternative to carry forward through design.

The GEC will be provided with the results and recommendations of a traction power load flow simulation performed by Metro-North's Operations and Power Simulations Consultant. The GEC shall review the recommendations and develop a Preliminary Design for existing and proposed traction power supply and distribution systems in conjunction with information provided by Amtrak and Metro-North. The GEC's traction power supply Preliminary Design shall be in accordance with all applicable Amtrak standards, specifications and requirements.

The GEC shall:

- Conduct preliminary design study to determine whether if the existing electrification type/configuration can be modified for efficiency/reliability so that the new substations can be constructed accordingly.
- Develop traction power supply and distribution drawings including plan and profile drawings depicting the location of traction power substations, duct banks and overhead contact system manholes, conduits, switch gear, portals, poles, wires and appurtenances, and top running contact rail
- Ensure that the traction power system shall include but not be limited to the system elements required for the operation of the railroad, substation power supply and distribution systems, stray current control, grounding systems, emergency alarm, emergency telephone, blue light stations, and power supervisory control and data acquisition control systems
- Review and assess existing traction power needs assessment studies and update as needed to define the overall power requirements, system parameters, utility interfaces, substation and tie breaker station (circuit breaker house) locations, and ratings for the catenary and major electrical equipment
- Review and assess the results of the traction power simulation and assess the extent of changes that may be needed at the Van Nest, Bowery Bay, and New Rochelle substations and the requirements for the new ac substations at Oak, Tremont, and Pelham Bay and new dc substations at Woodside and Gate
- Review and assess the design of all traction power substations to meet requirements from Amtrak, Metro-North, other stakeholders, and the environmental review

2.4.6.2 *Facility and Signal Power*

Facilities power requirements include all power requirements for the project other than traction power. The facilities power requirements include, but are not limited to, the power required for system facilities and building/structures housing systems and mechanical rooms, HVAC and pumping systems, signal power system, and the passenger stations. Incoming service for facility power will be from Con Edison. If required for contingent train operations or other purposes, uninterruptable power supply and/or emergency power systems shall be provided, including the use of diesel generator back-up capacity meeting the requirements of Amtrak and Metro-North.

The GEC shall, in conjunction with Amtrak, investigate the existing signal power system to determine what upgrades in signal power are needed for the project. The GEC shall include calculations for conceptual signal power requirements and make recommendations for the location of new signal machines.

The GEC shall:

- Develop facility and signal power supply and distribution drawings including plan and profile drawings depicting the location of facility and signal power duct banks, manholes, conduits, and switch gear
- Develop facility and signal power supply and distribution drawings including plan and profile drawings depicting the location of ac feeders and equipment for the traction power substations including manholes, conduits, and switch gear

- Prepare a Preliminary Design of the facility and signal power system that includes but is not limited to the system elements required for the operation of the railroad, substation power supply and distribution, grounding systems, and power the supervisory control and data acquisition system

2.4.6.3 *Corrosion Control*

The addition of contact rail along a portion of this corridor will create conditions for stray current and the need for mitigation measures. The GEC shall prepare a Preliminary Design for corrosion monitoring and control for stray currents and environmental conditions in conjunction with information provided by authority having jurisdiction or owner of the structure. This work shall include:

- Preparing a design of stray current control per Amtrak and MTACC standards and requirements
- Preparing a design of corrosion control for relocated and existing public and private utilities
- Identifying corrosion protection of stations utilities
- Identifying corrosion protection of retaining walls, bridges, and miscellaneous above ground structures

2.4.6.4 *Train Signaling System Upgrade and Central Control Systems*

The GEC shall prepare a Preliminary Design for a new HGL train signaling system upgrade that is compatible with existing Amtrak systems as applicable throughout the HGL, including the new interlockings at Pond, 132ND, Oak, Tremont West, Tremont East, and Pelham Lane and reconfigured interlocking at Pelham Bay. The GEC's signal design work shall be performed by a qualified consultant from the Amtrak C&S List of Qualified Consultants for Signal Design. The resumes of proposed personnel from the qualified consultant(s) shall be submitted to Amtrak for review and approval.

The current system is a 3 Aspect, 2 Block system with wayside signals that will not be adequate for the anticipated level of Metro-North service. An upgrade of the current signal system to a high-density system with five aspects may be necessary to accommodate the headways planned by Metro-North. The results of the Metro-North's operations simulations will be used as the basis for planning the high-density signal system, which should be overlaid with Amtrak's advanced civil speed enforcement system (ACSES)/positive train control system. All trains on the HGL will need to be ACSES equipped. The radio frequency coverage area will be subject to review and approval by Amtrak. The new interlockings at Pond, 132ND, Oak, Tremont West, Tremont East and Pelham Lane may require:

- New base communication package and radio sites
- Federal Communication Commission license modification to cover additional locations
- Safety train signaling system database modifications
- Additional transponder database and wayside interface unit database design

Design, procurement, and installation of the train signaling system upgrade and central control systems will be performed by the contractor with tie-in to the "live" signal system circuits and testing and commissioning performed by Amtrak force account. Amtrak will review and approve the design of the new signal system and tie-in circuits. The central control system will remain the Penn Station control center full-graphics control system.

The GEC shall evaluate and make recommendation for dispatch of Metro-North trains. This evaluation must be addressed in coordination with all involved stakeholders, and shall include provisions for modifications to the Penn Station Central Control necessitated by the addition of interlockings, new tracks and stations and modifications to communicate with Metro-North's rail traffic control center.

2.4.6.5 *Communications and Communication Transmission System*

The GEC shall prepare the Preliminary Design for the communications and communications transmission system modifications in conjunction with interface and control information provided by Amtrak and Metro-North.

SECTION 3.0 PROJECT SUPPORT SERVICES

3.1 Administrative Services

3.1.1 Project Records and Configuration Management

The GEC shall work with MTACC to develop and implement a document management system and a collaborative management system that can be used for the duration of the Penn Access Project, from design through asset management. Project data shall be integrated into the two systems in a way that ensures portability.

The GEC shall establish an asset management system for all new Amtrak infrastructure and systems and for all for all new MTA agency infrastructure and systems.

3.1.1.1 *Electronic Document Management System*

The GEC shall provide an electronic data management system ("EDMS") to manage the flow and tracking of documents between the GEC, MTA agencies, contractor, project management consultant, and stakeholders through design to construction and asset management. The EDMS shall be complementary to existing MTA agency software platforms used on other current projects. EDMS may utilize software platforms such as Microsoft SharePoint, Bentley ProjectWise, or approved equal. The software platforms proposed by the GEC for EDMS shall communicate seamlessly with the stakeholders' software and are subject to MTACC approval.

The GEC shall establish a document control procedure to effectively manage the creation, revision tracking, and retrieval of project records.

During the design phase of the project, the records shall include all design documents, such as design drawings, specifications, meeting minutes, schedules, cost estimates, procedures, and review comments and responses.

The GEC shall administer and maintain the EDMS throughout the term of the GEC contract, unless otherwise requested by MTACC. At the end of the term or upon MTACC's request, the EDMS, its contents, its administration, and its maintenance shall be turned over to MTACC or MTACC's designee.

The GEC shall make all arrangements for the MTA agencies and its designees to have proper and legal licenses and the necessary software to operate the EDMS during and after the completion of the project. All EDMS records shall be the property of MTACC.

3.1.1.2 *Electronic Collaborotion Manogement System*

The GEC shall provide an electronic collaboration management system ("ECMS") that allows the GEC, MTA agencies, contractor, project management consultant, and stakeholders to collaborate and configure design and construction activities for the project. The GEC shall develop the ECMS with full participation from MTACC.

The ECMS shall automatically push the documents to the participants for follow-up activities and report the status of such activities to the administrator.

The GEC shall provide training manuals, conduct training sessions, and administer user permissions for MTACC and its designees.

The GEC shall administer and maintain the ECMS throughout the term of the GEC contract, unless otherwise requested by MTACC. At the end of the term or upon MTACC's request, the ECMS, its contents, its administration, and its maintenance shall be turned over to MTACC or its designee.

The GEC shall make all arrangements for the MTA agencies and its designees to have proper and legal licenses and the necessary software to operate the ECMS during and after the completion of the project. All ECMS records shall be the property of MTACC.

3.1.1.3 *3-D Modeling Process/ Building Information Modeling*

MTACC requires the Penn Access Project to be designed in a fully integrated, state-of-the-art format. The GEC shall use building information modeling ("BIM"). The GEC shall use BIM throughout the term of its contract to coordinate the design/construction process by identifying conflicts/clashes and clearance problems before they become field issues.

The GEC shall provide and use Bentley ProjectWise Design Integration or approved equal as a single, unified platform to manage, share, store, and review/update the project model contents with the project management team. The GEC shall provide MTACC with all the necessary access to review the model contents and interface with the GEC's team via the approved EDMS platform, which shall interface with ProjectWise. The GEC shall hold monthly BIM progress meetings.

The GEC shall prepare the quality control plan/BIM implementation plan for the entire process. This plan shall include:

- Value management, interference management, and design-changes tracking
- Assurance that the project data set has no undefined, incorrectly defined, or duplicated elements
- Assurance that the fonts, dimensions, line styles, levels and other as-built drawing formatting issues follow the CADD Standard and BIM workspace requirements
- A description of data storage, sharing, viewing, drafting protocols, and updating of information by subcontractors
- Protocols for the process of requests for information, shop drawings, and record keeping, as related to the BIM model
- A description of the extent of the BIM model

The GEC shall use the BIM model to develop computer-generated renderings and computer generated three-dimensional "walkthrough" animations of the project, including video output for viewing. Where appropriate, the GEC shall plan and execute its BIM model in such a way that engineering CADD files are generated efficiently and usable for contract document production, 3-D renderings, "animated" walkthroughs and model fabrication.

BIM project models shall be submitted in accordance with the schedule specified by MTACC and in the format directed by MTACC.

3.1.1.4 *Geographic Information System*

A geographical information system will be utilized for the Penn Access Project. The GEC shall maintain a system using MTA-approved software applications to efficiently manage, use, and retrieve data. The system data and application are to be turned over to MTACC at the completion of the contract. The data shall include:

- Track systems, including track alignment, special track work and insulated joints
- Structures, including overhead/undergrade bridges
- Traction power system including the locations of substation, power duct banks, overhead contact system manholes, conduits, switch gear, portals, poles, wires and appurtenances and top running contact rail
- Facility and signal power system including the location of equipment case, equipment house, wayside signal and passenger station
- Communications and signals, including the location of new conduits, duct banks and wayside communication equipment
- Right-of-Way
- Station Features including location of telephone, fare vending, security features, customer information system, bus service, pedestrian access, paving and striping, and grading
- Drainage systems
- Signage
- Street map
- Tax block, lot, sidewalk information and property ownership
- Site use
- Buildings and specifics such as height, street address, perimeter, and area
- Geotechnical boring including details of soil samples
- Environmental boring including details of environmental information
- Utilities, including public/private water, storm water, sanitary, gas, and electricity
- Street and roadway inventory showing features such as bus stops, driveways, planters, fire hydrants, gas valves, cellar entrances, sidewalk vaults, and awnings
- Archaeological sites and buildings
- Potential burial grounds
- Special transit land use districts
- Easements or other access restrictions
- Parks
- Historical landmarks
- Historical districts
- Landmarks
- Political district demarcations, such as Congressional, Senate, Assembly, Council, and community

- Aerial photography
- Site photography
- Photography of buildings
- Sidewalk photography of each corner of the project area

3.1.2 Project Work Sessions/Meetings

The GEC shall attend biweekly meetings, as determined by MTACC, to discuss project matters, as well as ad hoc meetings to discuss specific issues. These meetings will include but not be limited to the discussion of project work, schedule, agency communications, potential problems, and issues. Key and responsible design team staff members, sub-consultants, and subcontractors, as required, shall attend the meetings.

The GEC shall manage all design-related meetings and prepare and transmit meeting agendas, notifications, and invitations. The GEC shall also take notes during meetings, prepare minutes, and distribute minutes to all attendees and to MTACC within five days of the meeting. The meeting minutes shall contain action items, responsibilities, and due dates and will serve as the agenda for subsequent meetings.

3.1.3 Presentations

The GEC shall make presentations to Amtrak, arts commissions, MTA committees, NYC Department of City Planning, peer groups, and other relevant entities. The GEC shall prepare presentations through the duration of the Preliminary Design through award of the design-build contract or design-bid-build contracts. The presentations shall include:

- Slides
- Handouts
- Fact sheets
- Color renderings
- Power point presentations
- Models (3D and physical models) of 4 stations
- Material sample board of proposed materials

3.1.4 Project Management Plan

The GEC shall submit a project management plan in accordance with FTA guidelines and the general conditions section of the contract. The plan shall include, but is not limited to: project organization, schedule management, cost/budget control, quality assurance/quality control, risk management, and document control.

3.1.5 GEC Work Plans

The GEC shall maintain current, complete and specific work plans to accomplish the individual work efforts within the established schedule and budget. An engineering work plan shall consist of a complementary and mutually consistent narrative and resource plan. The GEC and its sub-consultants shall utilize one common engineering work plan to report all activities. As requested the GEC shall submit a work breakdown structure.

The resource plan shall parallel the narrative and represent the incurred and anticipated expenditure of hours and all associated costs necessary to perform the work in accordance with the narrative. The basis of the resource plan shall be the GEC's construction schedule, and the distribution of the labor hours and costs shall be made at the same task/activity level as that of the construction project management schedule.

The GEC shall submit engineering work plans for MTACC's review not less than 30 days in advance of the scheduled commencement date for the subject work effort or work package, illustrating the methods and procedures by which the GEC proposes to conduct the work. Work on any of the stated elements of a work package shall not begin without prior MTACC approval of the engineering work plan and receipt of a notice to proceed on that work package. Narrative(s) and resource plan(s) shall be revised as required to reflect changes in the specified Work and the work progress.

Engineering work plans shall describe how the GEC plans to meet MTA's objectives and deliver the services and products specified in this Scope of Services and shall be updated as necessary. The engineering work plans shall provide a definition of contract scope and deliverables by responsibility, resources required to complete the work and a routine evaluation of progress achieved and resources utilized against the base plan, to be able to forecast time remaining and estimated resources required for completion.

The engineering work plan shall be of sufficient detail to monitor the GEC's design progress throughout the project. The plan shall be updated on a quarterly basis.

In additional to the above requirements, the engineering work plan shall include:

- An organization chart showing key personnel
- Responsibilities and roles of key personnel
- Schedule and cost control measures
- Review and sign-off procedures
- Control of work flow and procedures
- Sub-consultants' and subcontractors' roles and responsibilities
- Permits
- DBE/MBE/WBE compliance and monitoring
- Key personnel change notifications and procedures
- Project execution
- Document control procedures

- Public relations efforts and procedures
- Industrial outreaching efforts and procedures
- Geotechnical investigation methods and procedures
- Health, security, and safety procedures
- Quality control and quality assurance procedures
- Inter-office, inter-company coordination procedures
- Project record documentation

3.1.6 Progress Reports

The GEC shall submit monthly progress reports to MTACC showing the actual status of the work progress and payment charges against the plan. The progress report shall state the reasons for any delay and the steps that will be taken by the GEC to mitigate the delay and to meet the schedule.

The GEC shall submit within ten (10) days following the end of the preceding calendar month, the monthly report summarizing activity status for the preceding month as well as cumulative charges to-date in accordance with work plan task breakdowns for the work. Monthly reports shall include:

- Accomplishments and progress by task
- The contract cost outline by task, including authorizations, changes, and requests for extras to date and showing the incurred cost to date for each task and forecast at completion
- Action items required by the GEC, including significant anticipated interface problems that could potentially delay the Work or the project if not resolved
- The GEC's summary and professional evaluation of the technical concerns, progress, risks, and budget of the contract
- A copy of the GEC's DBE Form E for the reporting month
- All other reporting requirements as delineated elsewhere in this RFP

3.1.7 Engineering Reports

The GEC shall prepare and issue purpose-specific engineering reports to record the basis for major design decisions, to obtain MTACC approvals of GEC's technical recommendations and designs, or to document revisions to engineering design reports issued at the preliminary design stage (in which case, only the changed elements that supersede the original design report need be issued, in the form of a supplemental report).

Reports and support drawings shall be prepared to allow the information to be easily compared and coordinated across disciplines. Drawings shall be prepared in accordance with the Penn Access Project standards governing drawing orientation, cut sheet layouts, symbols, and in the Penn Access Project standard coordinate system.

3.2 Cost, Schedule and Constructability

3.2.1 Cost Estimates

The GEC shall prepare and submit construction cost estimates through the procurement of a design-build contract or construction contracts. The construction cost estimates shall be prepared in accordance with project procedures, and the principles and practices of the American Association of Cost Engineers, including:

- Quantity takeoffs
- Schedule of values
- Material pricing data obtained from vendors
- Crew requirements (labor and equipment) for each work component. (For force account cost estimates, crew requirements will be provided by others)
- Total cost for all indirect work in conformance with MTACC estimating format
- All back-up information such as all detailed estimates, quantity takeoffs, specific means and methods, construction schedules used for the basis of the indirect estimates (based upon sequence of work activities), and change order
- Consideration of all Amtrak, Metro-North and other stakeholders' operating requirements and other restrictions that may affect a contractor's productivity, for each work component
- Total costs for major work elements in accordance with the work breakdown structure to be agreed with the Project manager (including the total cost of all work to be executed by force account and all work required to protect contractor forces working on the railroad right-of-way, as provided by Amtrak, Metro-North and LIRR)
- Project contingency costs

The GEC shall use a standard estimating format and Microsoft Excel spreadsheet template to be provided by MTACC

The GEC shall participate in all cost, trend, and schedule risk analyses managed by MTACC. The GEC may also conduct risk analysis on its own as identified in the approved engineering work plan.

The GEC shall assist MTACC as requested in the analysis of proposals by providing explanations of any significant discrepancies between the MTA agency engineers' estimate and the proposals received.

3.2.2 Value Engineering

The GEC shall prepare designs that optimize project value. Designs will take into consideration life cycle costs and future asset management. The GEC shall participate in value engineering exercises as part of the design process.

3.2.3 Scheduling Services

The GEC shall be responsible for preparing construction schedules for decision-making, design, and documentation that reflect the Preliminary Design. The construction schedule, showing the work effort necessary to progress the Preliminary Design through the design-build contract, shall include the following:

- Schedules shall consist of a critical path method schedule, using the precedence diagram method, showing each activity, including interface activities, from design to proposal to construction award to completion of the work, properly ordered and sequenced. Schedules shall be developed based on a work breakdown structure to be agreed with MTACC and should incorporate manpower and cost allocation.
- Performance of analyses to determine time savings among different project phasing scenarios. Recommend actions for actual or anticipated schedule delays, budget overruns, and conflicts
- A schedule of values based on an estimate of construction costs, including the issuance of a graphical "S" curve for the total project
- Identification of critical items and all key milestones for the work

The GEC shall sufficiently detail the construction schedule to demonstrate the feasibility of the construction methods, sequences proposed and integration with interfacing tasks and activities by other contractors. The GEC shall also identify accurately critical path(s) and provide a reasonable estimate of overall construction durations. Activity durations shall include allowances for lost time and inefficiencies.

3.2.4 Constructability Review

The GEC shall perform constructability reviews during the Preliminary Design to ensure that the design is constructible within the constraints of the stakeholders and operating railroads. The MTA agencies and Amtrak will participate in constructability reviews for work on their respective properties.

3.2.5 Risk Management Plan

The GEC shall provide a risk management plan for the program as described in the Preliminary Design and Basis of Design that details risk management procedures and controls. Significant design decisions, risk allocations, and other associated activities shall be documented using risk-based decision-making. The GEC shall maintain a risk register and provide monthly updates. The GEC shall implement an internal risk management program throughout the design that is consistent with the International Risk Standard ISO 31000 principles.

The GEC shall actively participate in independently facilitated risk assessment workshops. The GEC shall provide support and provide input for and cooperate fully regarding all risk assessments.

The GEC shall attend a risk assessment preparatory meeting prior to the risk assessment workshop. Specific deliverables that will be needed for the risk assessment will be identified so that the GEC can prepare these in advance of the actual risk assessment. At the preparatory meeting and at the risk assessment the GEC shall present a brief overview of the Penn Access Project, identify and discuss the major project scope elements, cost estimate, phasing, and schedule plan. The GEC shall also provide and

discuss its internal risk register, tracking each risk identified in progressing the design and how the GEC intends to mitigate them.

3.2.6 Safety and Security

The GEC shall develop the requirements for a safety and security program to be enacted throughout the design and implementation of the project. That program shall be developed to ensure that the contractor can identify, evaluate and eliminate or mitigate hazards to the riding public, employees, and facilities and equipment. The program shall consist of a documented system safety program that includes a management process for identifying and resolving hazards, a process for certification prior to revenue service, and a system for timely investigation reporting and analysis of accidents and incidents.

3.3 Coordination and Agreements

3.3.1 Stakeholder Partnering

The GEC shall coordinate stakeholder participation throughout the duration of the scope. Activities will include partnering sessions, technical reviews, responses to comments and associated project activity.

3.3.2 Federal, State, City, and Local Agencies Coordination

The GEC shall meet with Amtrak, Metro-North, freight rail and all necessary agencies and prepare presentations and documentation to secure approvals from governmental/regulatory agencies and utility companies as required for the design work. Such approvals shall be obtained prior to design approval by MTACC.

The GEC shall participate at meetings with the agencies as coordinated by MTACC. The GEC shall use renderings, physical models, and presentation materials to demonstrate the concept, validity and constructability of the design. The GEC shall assist MTACC in developing memorandums of understanding with these agencies.

3.3.3 Utility and Regulatory Requirements and Permits

The GEC shall perform work in conformance with utility and regulatory requirements and shall obtain all permits required for the GEC to perform its work.

3.3.4 Railroad Memorandums of Understanding and Agreements

The GEC shall assist MTACC in developing agreements with Amtrak, Metro-North, LIRR, and CSX. The GEC shall meet with all necessary railroads and prepare presentations and documentation to secure agreements as required for the design and the construction. The GEC shall participate at meetings with the railroads as coordinated by MTACC. The GEC shall use designs, renderings, physical models, and presentation materials to demonstrate the concept, validity and constructability of the design.

The GEC shall give consideration during the design phase to make certain that the proposed work can be performed expeditiously with minimal disruption of railroad operations and inconvenience to the public. As part of the Basis of Design, the GEC shall develop definitions and descriptions of all applicable types of track outages and other events required to perform all anticipated work on railroad property, as

addressed in the respective agreements. The GEC shall develop a schedule of costs for each of the defined outages or other events in accordance with the relevant agreement, along with a baseline number of each outage or other event assigned for the use of the prospective contractor.

3.3.5 Environmental Assessment Coordination

The GEC shall support the environmental review process if the proposed project definition changes from what is defined by the Environmental Consultant. In the case that the project changes, the GEC will provide technical information necessary to prepare the environmental review, including but not limited to details about the design, detailed explanation of construction methods and mitigation measures.

3.3.6 Force Account Work

Amtrak, Metro-North, and LIRR force account work may be required to execute parts of the Penn Access Project work affecting existing railroad operations and utilities. The GEC shall coordinate with the appropriate utility owners, Amtrak, Metro-North, and LIRR and shall make necessary surveys and site visits, and prepare necessary work method statements, reports, drawings, specifications, quantity measurements, and cost estimates for the execution of force account work in accordance with the requirements of the affected owner and the relevant force account or cooperative agreement.

The work method statements shall consist of detailed listings of the work activities, organized by discipline, and shall show a logical sequence of those work activities that in turn correlates with the construction schedule. The GEC will not be responsible for determining force account crew assignments, productivity rates, equipment costs, or labor costs; which information will be provided by the MTA agencies, affected railroads, or other outside agency.

MTACC may determine that certain portions of the work must be performed by one of the stakeholder agency's force account personnel. The GEC shall support this force account work and coordinate with the stakeholder agencies in providing information needed for the approval and execution of the work in accordance with the affected agency's requirements, including all necessary method statements, reports, minutes of meetings, drawings, detailed work activities list, sequence of work, proposed construction schedule, bill of materials, cost estimates, and specifications.

The GEC shall work with MTACC to determine what project labor agreements may be required. The GEC shall prepare associated studies.

3.3.7 Sustainability

The Penn Access Project is to be designed and constructed in a sustainable manner. With that goal in mind, the GEC shall evaluate whether the use of the Envision system is suitable for the Penn Access Project. The Envision rating system tool evaluates environmental, sustainable and resiliency initiatives included in large infrastructure projects. The Envision system is a collaboration of the American Society of Civil Engineers (ASCE), the Zofnass Program for Sustainable Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure.

If found to be suitable, the GEC shall provide a design that adheres to the Envision sustainable infrastructure guidelines.

The GEC may consider utilizing the Envision Rating System to evaluate the effectiveness of environmental protection initiatives and the sustainable performance in terms of technical performance, social, environmental and economic perspective of this project. The Envision rating tool includes a flexible framework of criteria achievements to help provide higher performing solutions by addressing infrastructure integration, using a lifecycle analysis, working with communities, and by striving for a restorative approach to stations projects.

Meetings and coordination will be necessary to further discuss design solutions that address various applicable Envision credits and make available supporting documentation for the aspects of design that exceed the baseline. At the Final Design phase, the GEC may provide a written evaluation of the project based on the Envision criteria over which designers have influence.

3.3.8 Right-of-Way, Real Estate and Agreements

All relocated and new HGL track work is intended to occur within the confines of the Amtrak right-of-way. Some minimal acquisitions or other property rights may be required to accommodate the passenger stations, access to the Amtrak right-of-way, vehicular and pedestrian access to stations, and for some wayside installations. These may include:

- Easement agreements or other property rights from Amtrak
- Acquisitions in fee, or partial acquisitions or easements, from private property owners
- Temporary easements with private property owners for tiebacks and construction easements

The GEC shall provide technical details to MTACC to support the property acquisition process, which may take place during Preliminary Design and/or Final Design phase. Results of the property acquisition process may necessitate changes in the Preliminary Design and/or Final Design phase. The design changes are deemed to be included in this scope.

The GEC services shall include but not be limited to:

- Providing technical support and make recommendations for MTACC to conduct an analysis of alternatives to evaluate trade-offs in engineering versus real estate acquisition and development considerations
- Identifying various properties requiring acquisition of permanent and temporary property rights, including construction easements. The GEC shall coordinate with building owners, public and private land owners, developers, and MTACC. For each property, the GEC shall determine the approximate date of use, duration of the usage, size, location and purpose of its intended use. Surveys, property acquisition maps and metes and bounds descriptions shall be prepared by a licensed city surveyor and submitted by the GEC.
- Proposing criteria, including but not limited to space program, design and operational criteria, building codes, ADA, and other requirements to ensure that the Penn Access Project, including proposed entrances, exits and ancillary facilities, will be compatible with area zoning
- Determining whether modifications to any design requirements are warranted to better integrate the Penn Access Project into the surrounding urban context as well as to provide appropriate vehicular and pedestrian access to stations. Neighborhood elements including but not limited to retail

continuity, street level activity, massing, bulk, and design features, will be evaluated and recommendations presented for optimal siting and configuration.

- Preparing exhibits for modifications to existing operating agreements between Amtrak and CSX
- Providing technical support for revisions to existing or proposed running rights agreements, maintenance agreements, or other agreements between all railroads
- If any joint development opportunities materialize, evaluating the role of that joint development in site-specific efficiencies of construction and engineering, integration within the neighborhood, and economic development

The GEC shall prepare a real estate acquisition and management plan to ensure the timely coordination of all real estate activities. The plan shall be prepared by the GEC with the guidance of MTACC and Amtrak and shall include but not be limited to:

- Identification of real estate required
- Appraisal plan
- Acquisition plan
- Property management plan
- Relocation assistance plan
- Demolition plan
- Disposal plan
- Real estate acquisition schedule
- Transit development plan

The plan will be subject to review and approval by Amtrak. Potential acquisitions or property rights may include the relocation of third parties occupying the Amtrak right-of-way. No work will be permitted on Amtrak property until all real estate agreements are fully executed and in place.

3.3.9 Public and Community Outreach Support

The GEC shall assist and support MTACC with project-related public and community outreach efforts. The GEC's activities are subject to MTACC Public Affairs review and/or approval and shall include:

- Preparing information, presentation materials, handouts, and renderings for public meetings and other stakeholder meetings
- Coordinate with Amtrak and other stakeholders
- Attending public meetings and presenting the proposed design
- Attending and participating in other stakeholder meetings as requested by MTACC
- Providing MTACC a schedule at least seven days in advance for any work to be done within view of the public
- Providing information to MTACC concerning technical questions, inquiries and comments raised at public meetings or otherwise submitted by the public, media, professional organizations, or other inquiring entities

3.3.10 Office Space

The GEC shall appropriate and maintain a separate project office for use by its design staff in connection with design and RFP support services. The project office shall be located in the Borough of Manhattan and within reasonable walking distance of MTACC's main office, located at 2 Broadway, New York, New York. In addition to GEC staff, MTACC staff will require space for 12-15 employees of which 7 will be managerial. The office space shall be equipped with typical office supplies and sundries, including computers with appropriate software licenses, scanners, servers for electronic filing, computer network, high speed Internet connection, telephones and fax machines with telephone service, printers, copiers, pens, pencils and paper. The office space shall also be equipped with typical office amenities, including lights, electrical power, heat and air conditioning, bathroom facilities, break-room facilities, and cleaning services. The space shall be furnished with appropriate furniture, including but desks, chairs, storage cabinets, coat racks, and waste paper baskets. The manager offices shall also include credenzas, bookcases and filing cabinets.

The GEC shall provide a copy of any proposed lease for the project office to MTACC for review and approval before the lease is executed.

SECTION 4.0 OPTIONS

4.1 Option 1: Basis of Design, Performance Specifications, Packaging and Procurement of a Design-Build Contract and any Ancillary Contracts

If MTACC exercises Option 1, the GEC shall prepare a Basis of Design and performance specifications, create a procurement package or packages from the Preliminary Design, and provide both procurement and general project support services through the award of a design-build contract (and any other required contracts in accordance with MTACC's approved packaging plan) as follows:

4.1.1 Basis of Design

The GEC shall prepare the Basis of Design. The Basis of Design shall supplement and expand upon the Preliminary Design, defining requirements for all infrastructure elements and systems components of the Penn Access Project. The Basis of Design shall cover track work, civil, structures, architecture, stations, traction power substations, traction power distribution (catenary), signals, and communication.

The GEC shall incorporate the following into the Basis of Design:

- Infrastructure criteria, including but not limited to, the required train dynamic envelopes, track alignment, guideway loads (static and dynamic), lighting, drainage, and emergency access requirements
- Systems criteria, including but not limited to ac and dc power distribution, circuit and equipment protection, lighting, signal system, communications system, lightning protection, stray current and corrosion protection, grounding, mechanical and electrical interlocks, metering, indication and control, maintainability, and system wide fire alarm and life safety devices
- Space, functional, and service requirements for wayside electronic rooms and station equipment rooms
- Site analysis diagrams, program space adjacency diagrams, and narratives, as required

A Basis of Design report documenting all applicable design criteria and/or assumptions shall be submitted to MTACC and Amtrak for review and comment. The GEC shall incorporate all comments and resubmit as final.

4.1.2 Performance Specifications

The GEC shall include with the Basis of Design performance specifications presenting all the technical and performance requirements for the Penn Access Project. These will not be presented as a finished design specification, but as performance requirements that could be used by a design-build contractor. The Final Design of the Penn Access Project will be the responsibility of the selected design-build contractor. The performance specifications will be coordinated with other consultants as directed by MTACC.

4.1.3 Design-Build Strategic Plan and Risk Sharing Strategy

The GEC prepare a responsibility matrix defining the scope of work to be performed by the design-build contractor and the scope of work to be performed by other agencies' personnel/contractors or force account personnel. In addition, the GEC shall provide a design-build strategic plan consistent with current industry practice for the design-build approach, and including performance design drawings and specifications, the requirements of end-product quality, codes, standards, and professional practice. The design-build strategic plan shall address any early action contracts needed to expedite the work, while addressing the construction phasing plan and reflecting scheduling, labor and related industry factors associated with working on active Amtrak right-of-way.

The GEC shall develop a risk sharing strategy to support the design-build contract.

The GEC shall prepare a risk allocation strategy/matrix on the basis of risk workshops, etc. and develop due diligence materials, especially on site conditions and boundaries, with the intent of facilitating risk transfer and reducing the scope for future claims.

4.1.4 Design-Build Procurement Services

Based upon the Preliminary Design and Basis of Design, the GEC shall develop a complete contract package for the procurement of a design-build approach, including all drawings, performance and technical specifications as required, and technical provisions. In addition, and based upon the approved MTACC packaging plan, the GEC shall develop contract packages for any other required, ancillary contracts. The GEC shall coordinate with MTACC to ensure consistency with agency general terms and conditions and front end documents and assist in the development of special conditions clauses and other documents required for the development of solicitations.

The GEC shall support MTACC in the procurement of the design build approach and any other required, ancillary contracts. The GEC shall prepare contract addenda, amendments, revised drawings and specifications, and supplementary drawings for the construction package, respond to proposer questions, comments, and requests for clarifications. The GEC shall develop and implement an alternative technical concept process, evaluate proposals, prepare proposal analyses, and provide cost analysis support. Based upon the results of the procurement, the GEC shall provide final contract documents, including conformed design-build approach RFP documents.

Upon award of any design-build contract, the GEC shall compile all questions and answers and addendum letters, drawings, and specifications into a set of addenda documents for easy reference. The GEC shall then revise the Preliminary Design drawings and Basis of Design documents by incorporating all addendum information and changes into a conformed document. The GEC shall prepare and submit to MTACC the conformed documents incorporating all comments/changes agreed upon by MTACC during the proposal process, together with an updated drawing list.

All GEC procurement duties shall be performed in accordance with MTACC Procurement Policies and Procedures, FTA Best Practices, FTA Circular 4220.1F and MTA All-Agency Guidelines.

4.1.5 Project Support Services

During the performance of the Option 1 services as set forth herein, the GEC shall provide the project support services set forth in Section 3.0 of this Scope of Services as directed by MTACC.

4.2 Option 2: Construction Phase Services and Associated Project Support Services in Support of the Design-Build Approach

If MTACC exercises Option 2, the GEC shall provide design and associated project services on an as requested basis in support of MTACC's management of a design build approach to ensure that the design-builder's design submissions meet the intent and scope of the Preliminary Design and Basis of Design. In addition, to the extent that the MTACC approved packaging plan includes other associate contracts, the GEC shall provide construction phase services on as requested basis.

Typical construction phase services may include but are not limited to the following:

- Review, evaluate and respond to submissions, shop drawings and Requests for Information (RFIs) from all project contractors.
- Review and approve design submissions made by the contractor's licensed professional(s) as meeting the design parameters that were specified and to ensure that the designed element can be integrated into the overall project.
- Conduct investigations and surveys.
- Conduct site inspections and offsite inspections, i.e. factory materials inspections.
- Review and evaluate contractor value engineering change proposals.
- Prepare supplementary drawings.
- Develop and incorporate appropriate and proper design modifications.
- Prepare resolutions to technical and design issues.
- Evaluate change orders and potential claims submitted by contractors.
- Prepare as-built drawings for work executed by railroad Force Account forces only.
- Provide topographic surveys and geotechnical investigations.
- Provide design services in support of testing systems incorporated into the project work.

In addition, during the performance of the Option 3 services as set forth herein, the GEC shall provide the project support services set forth in Section 3.0 of this Scope of Services as directed by MTACC.

4.3 Option 3: Final Design, Packaging and Procurement of Construction Contracts

If MTACC exercises Option 3, the GEC shall (i) take the Preliminary Design to final design; (ii) create construction contract packages based upon the MTACC approved packaging plan; and (iii) provide both procurement and general project support services through the award of each construction contract packages, as follows:

4.3.1 Intermediate Design 60% Submittal

The GEC shall produce intermediate design 60% submittals for all project elements in all contract packages for review and comment by MTACC. The level of completion of the intermediate design track design shall meet the requirements of Amtrak Specification 63. At this stage, GEC shall demonstrate in its cost estimate that its design is within the construction budget control total established by MTACC. The GEC shall, at a minimum, perform the following activities and produce the following work products, as they may be applicable to each particular package:

- Where necessary, additional surveys, borings, test pits, laboratory tests and analysis to ensure the design is executed on the basis of a thorough and complete geotechnical, environmental, and utilities site investigation. All site survey and subsurface field investigations required for design shall be complete
- Construction phasing and staging plans and updated construction schedules for individual packages as well as for overall project work, including updated and refined procurement phasing, construction phasing and staging plans and methods, track-related installation schedule, systems testing and start-up plan and schedule, and requirements and locations for temporary laydown, staging, and areas to be occupied by for track and other systems installation contractors.
- Detailed construction cost estimates for individual packages, including reconciliation of changes from previous cost estimates and against budget control total
- Construction schedules for individual packages, coordinated with the integrated project schedule
- Substantially complete site plans, showing final layout, to include the location and physical characteristics of each utility and plans for its proposed protection/support in place, relocation, or replacement. In addition, the site plans shall show necessary civil, architectural, structural, and electrical, traction power, train control, communications, and track layouts
- Substantially complete demolition and facility and/or equipment relocation plans, with draft details
- Substantially complete architectural drawings, indicating dimensions and materials used, with draft details
- Substantially complete interface drawings
- Substantially complete structural drawings, including foundations and framing, with dimensions and major equipment loads, with details. All major structural penetrations, reinforcing, and niches shall have been coordinated and shall be shown.
- Substantially complete electrical/mechanical equipment layouts, including general lighting system plans and facilities power and electric service plans and elevations, with draft details, including single-line diagrams of mechanical and electrical systems, showing the sizes and the flows for ductwork and piping, equipment capacities, and control schemes

- Substantially complete traction and facilities power system drawings, including single-line diagrams, schedules, control circuit diagrams, power distribution diagrams, protective relays, cable and equipment sizes, and also including plans, substations, sectionalizing, feeder distribution details, installation plans, detailed equipment, conduit, and cabling installation drawings that clearly indicate safety precautions provided in the design
- Complete trackwork system drawings, including track plans indicating extent of various trackwork types (direct fixation, ballasted, etc.) and third-rail locations and gaps; trackwork and third-rail typical cross-sections and draft details; direct fixation and other track draft details; trackwork noise and vibration mitigation draft details; and special trackwork typical layouts and draft details
- Substantially complete right-of-way cross-sections at a maximum of 100-foot intervals. Additional cross-sections shall be provided where necessary to fully define the work. Cross-sections shall show the track and the disposition of all Project-wide systems.
- Substantially complete signals and communications design, including final cable routing plans; specific circuit draft details for interlockings, block signaling, and hazard detection; installation and mounting draft details; cross-bonding plans; communications circuit assignments; radio system draft details; passenger and management information communications system draft details; complete communications equipment location draft details; and communications systems, including switch heaters and interface requirements between all interlockings.
- Substantially complete mechanical/electrical equipment and fixture schedules
- Substantially complete the comprehensive system testing plan
- Complete draft a geotechnical baseline report (if applicable) based upon field and laboratory test data
- Draft technical and performance specifications in CSI format including measurement, for all elements of work in each package
- Produce a complete and accurate presentation of the 60% design, to include verification that design comments received prior to 60% have been incorporated into the 60% design, for MTACC's approval

4.3.2 Pre-Final Design Submittal (90%)

The GEC shall incorporate all comments on the intermediate design submittal and shall progress the contract documents to a pre-Final Design submittal 90% completion level. The level of completion of the pre-Final Design track design shall meet the requirements of Amtrak Specification 63 for 100% design. At this stage, all designs, drawings, and specifications shall be complete and fully coordinated, requiring only minor revisions in response to final 90% design review comments. All comments received prior to 90% shall have been resolved to MTACC's satisfaction, incorporated into contract documents, and verified as closed. GEC shall demonstrate that its cost estimate is within the construction budget control total established by MTACC. The GEC shall, at a minimum, perform the following activities:

- Complete individual package and overall project drawings
- Complete specifications in CSI format including measurement The GEC shall coordinate and incorporate the technical input from MTACC into the Division 1 specifications
- Complete geotechnical baseline reports for each package (as applicable)
- Finalize phasing and staging plans

- Final ConOps documents
- Finalize comprehensive system testing plan
- Complete design calculations, and supporting documents
- Update detailed third party construction cost estimates for individual packages and incorporate updated force account construction cost estimate prepared by others, including reconciliation of changes from previous cost estimates and against budget control total
- Update construction schedules for individual packages, coordinated with the IPS
- Obtain design approvals from the various utilities and railroad properties required for the Penn Access Project
- Obtain design approvals from the appropriate federal, state and city agencies for construction code approval
- Produce a complete and accurate presentation of the draft contract documents, complete in all respects and suitable for inviting bids

4.3.3 Pre-Final Design Submittal (100%)

The GEC shall incorporate all comments on the pre-Final Design submittal and advance the contract documents to a Final Design 100% submittal, as well as finalize the cost estimates incorporating as necessary, any force account estimate, supported by the GEC, construction schedules, and construction staging plans. The GEC shall obtain sign-offs from all stakeholders.

The MTACC will provide for the GEC's review copies of MTACC's general conditions for each construction package and construction management contract. The GEC shall make recommendations regarding provisions to be included in the contract documents (General or Supplemental Conditions).

4.3.4 Construction Contract Procurement Services

Based upon the Final Design and the approved MTACC packaging plan the GEC shall develop complete contract packages for the procurement of all necessary construction contracts, including all drawings, specifications, and technical provisions. The GEC shall coordinate with MTACC to ensure consistency with agency general terms and conditions and front end documents and assist in the development of special conditions clauses and other documents required for the development of solicitations.

The GEC shall Support the MTA in the procurement of all construction contracts. The GEC shall prepare contract addenda, amendments, revised drawings and specifications, and supplementary drawings for the construction packages, respond to proposer questions, comments, and requests for clarifications. As necessary to support RFP or invitation for bid solicitations, the GEC shall evaluate proposals, prepare proposal analyses, and provide cost analysis support. Based upon the results of the procurement the GEC shall provide final contract documents, including conformed RFP documents.

Upon award of each contract, the GEC shall compile all questions and answers and addendum letters, drawings, and specifications into a set of addenda documents for easy reference. The GEC shall then revise the Final Design drawings and Basis of Design documents by incorporating all addendum information and changes into a conformed document. The GEC shall prepare and submit to MTACC the

conformed documents incorporating all comments/changes agreed upon by MTACC during the proposal process, together with an updated drawing list.

All GEC procurement duties shall be performed in accordance with MTACC Procurement Policies and Procedures, FTA Best Practices, FTA Circular 4220.1F and MTA All-Agency Guidelines.

4.3.5 Project Support Services

During the performance of these Option 3 services as set forth herein, the GEC shall provide the project support services set forth in Section 3.0 of this Scope of Services as directed by MTACC.

4.4 Option 4: Construction Phase Services in Support of the Awarded Construction Contracts

If MTACC exercises Option 4, the GEC shall provide construction phase services on as requested basis for the contracts established in the MTA approved contract packaging plan.

Typical construction phase services may include but are not limited to the following:

- Review, evaluate and respond to submissions, shop drawings and requests for Information from all project contractors
- Review and approve design submissions made by the contractor's licensed professional(s) as meeting the design parameters that were specified and to ensure that the designed element can be integrated into the overall project.
- Conduct investigations and surveys
- Conduct site inspections and offsite inspections, i.e., factory materials inspections
- Review and evaluate contractor value engineering change proposals
- Prepare supplementary drawings
- Develop and incorporate appropriate and proper design modifications
- Prepare resolutions to technical and design issues
- Evaluate change orders and potential claims submitted by contractors
- Prepare as-built drawings for work executed by railroad force account forces only.
- Provide topographic surveys and geotechnical investigations
- Provide a comprehensive systems testing and startup plan
- Provide design services in support of testing systems incorporated into the project work.
- Maintain and update a testing schedule.

In addition, during the performance of the Option 4 services as set forth herein, the GEC shall provide the Project Support Services set forth in Section 3.0 of this Scope of Services as directed by MTACC.

SECTION 5.0 DELIVERABLES

5.1 General

The GEC shall produce and deliver any and all work product required of the GEC in this Scope of Services, or reasonably inferred to be necessary from, the scope, objectives, and services described elsewhere in this RFP.

5.2 Deliverables

Base Contract (to be completed within 18 months)

Survey and Geotechnical Reports
Preliminary Design Package
Concept of Operations
BIM Model
Technical Reports
Administrative Reports

Option 1

Basis of Design
Performance Specifications
Design-Build RFP Documents

Option 2

Technical Reports
Administrative Reports

Option 3

Intermediate Design Submittal (60%)
Pre-Final Design Submittal (90%)
Final Design Package (100%)
Final ConOps
BIM Model
Technical Reports
Administrative Reports
Conformed Documents

Option 4

Contractor Submittal Review
Technical Reports
Administrative Reports

The primary method of distribution will be through electronic means, however, if so requested by the MTA agencies or a stakeholder, the GEC shall also provide hardcopy distribution.

The MTA agencies and stakeholders may require up to 30 calendar days for review of all deliverables.

Attachment 1

BIM Requirements

DG-BIM
Building Information Modeling
Penn Station Access

1. General:
   The consultant shall develop an intelligent 3D-Model using native Bentley Building Information Modeling (BIM) and native Bentley MicroStation Computer Aided Design (CAD) software(s) in conjunction with the MTA BIM Standards.

2. Definitions:
   - Project Model: the virtual model containing all the referenced Discipline Master Models and information data created by this project.
   - Discipline Master Model: Discipline master models are generated by each discipline/trade to be referenced into the Project Master Model.
   - Intelligent Attribute Data ("Facility Data"): the library of all building component information that will be used to generate reports, schedules, quantities, and estimates. Information Data shall include all material definitions, qualities and attributes that are necessary for project design and operation.

3. All submitted BIM Models and associated intelligent attribute data (Facility Data) shall be fully compatible with Bentley ".dgn" file format.

4. Design Requirements
   The Consultant shall use native Bentley BIM Modeling Products (AECOsim Building Designer V8i (SELECTseries 6), OpenRoads/OpenRail Designer CONNECT) to develop the model. The Consultant shall use Bentley LumenRT for design visualization from the BIM model. The Consultant shall use MTA BIM and CADD standards and protocols.

   4.1. BIM Model Minimum Requirements
   All models shall be developed to include all the project systems and components with the following detail requirements:

   A. All models shall be developed to the extent that detail coordination and interferences between components/elements of more than 6"x6"x6" in volume are identified and resolved. All elements smaller than this shall be either modeled or represented by single line diagrams with all the intelligent attributes required to generate quantities, schedules and reports.

   B. All components shall be modeled to accurate dimensions to the extent that the extracted 2D drawing details generated from the BIM Model will have the detail information for 2D drawings of ¼"= 1'-0" scale.

   C. "Information Data" consisting of intelligent elements and components of the building shall be developed to include all the material definitions, quantities, and attributes that are necessary to generate 2D drawings, reports, schedules, quantity take-offs, and estimates.

D. The BIM Models and "Facility Data" for the Project shall fulfill Construction Operations Building Information Exchange (COBIE) requirements, including all requirements for the indexing and submission of Portable Document Format (PDF) and other file formats that would otherwise be printed and submitted in compliance with Project operations and maintenance requirements.

E. Model initiator shall build the geo-referenced model to allow sharing between the Geographical Information as per *GIS Submission Requirements for Capital Work*.

5. Facility Model Content

The Project Model, at a minimum, shall contain the following components and systems of the buildings. The facility model shall be built using Bentley AECOSim software, with the exception of some Civil modeling. Each facility model shall have a local origin selected, and shall be geo-referenced to the Project Model. Facilities shall include, but not be limited to, Passenger Stations, Substations, etc.

5.1 Architectural Components:

Building spaces and elements such as every individual space, storage rooms, closets, walls, doors/windows, ceilings, curtain walls, vertical circulation, furniture/equipment, and signage shall have intelligence to generate 2D drawings, produce schedules, quantities reports, and specifications.

1. Walls - Walls are not to include any steel/concrete columns, beams, foundations or any elements designed by Structural Engineers. If agreed to by Structural Discipline, concrete walls which are above foundation, especially if they are part of a composite wall assembly, may be modeled by the Architectural Discipline in order to maintain the intelligent capabilities of doors, windows and other elements and the ability to automatically cut openings in walls and adjust dimensions of openings based on object dimensions. Generally, no rebar will be placed in the model.

2. Doors, Windows and Louvers - Where possible, doors, windows, louvers, fixed panels and oversized doors are to be modeled using "intelligent" parametric cells in the Bentley toolbox. If Bentley's toolset is not sufficient for model geometry of specialty objects like combinations of panels with doors or doors with special shapes, then NYCT will assist project teams to create customized compound cells or parametric cells (cells with intelligent properties) that can be added to the NYCT Cell library.

3. Roof
4. Ceilings
5. Circulation
6. Stairs
7. Elevators

8. Specialties and Woodwork
9. Fixtures and Equipment

5.2 Structural Components:
Foundations and their components, steel structure, all cast-in-place concrete elements of the stations, tunnels, floor slabs, stairs/escalators, elevator towers, shafts, pits, major expansion joints of the structure that are included on quarter inch (1/4"=1'-0") scaled drawings.

1. Foundations
2. Structural Steel
3. Cast-in-Place Concrete – Walls, Slabs, Pads
4. Concrete Stairs
5. Elevators
6. Tunnel
7. Duct Banks
8. Plenum, flue, natural vents
9. Access and Equipment Hatches

5.3 Mechanical Components:
All mechanical equipment clearances shall be modeled for use in clash detection and maintenance access requirements.

1. HVAC
2. Plumbing
3. Fire Protection System
4. Miscellaneous Equipment (i.e., Lubrication systems, elevator)
5. Fans
6. Fan Silencers
7. Dampers, Damper screens,
8. Room Ventilation exhaust/supply fans, ducts, registers
9. Mechanical Closure devices

5.4 Electrical Components, I&C:

1. Interior Electrical Power and Lighting
2. Electrical Panels

3. Cabinets (MCC, SCC, etc.)
4. Property Line Box
5. Electrical Heaters
6. Conduits and Junction Boxes

5.5 Communications Components:
All piping and wiring for Communication systems and components shall be modeled.

1. CCTV Systems
2. Radio Systems
3. PA/CIS Systems
4. Access Control Systems
5. Fire Suppression Systems
6. Fiber Optic Networks

5.6 Civil/Utilities Components:

1. Drainage - All roof drainage and piping, storm water drainage. (AECOSim – above ground, OpenRoads Subsurface Utility Engineering – below ground)
2. Utility Lines - All subsurface utility lines that are within the facility work limits. (OpenRoads Subsurface Utility Engineering)
3. Site topography – Digital terrain model. (OpenRoads Designer)
4. Street, sidewalk, sidewalk ramps, bus pads, parking, street furniture - All elements that are within the facility work limits. (OpenRoads Designer)

6. Site Model Content – Rail Corridor
The Site Model, at a minimum, shall contain the following components and systems of the site. The site model shall be built using Bentley OpenRoads/OpenRail software. Each Site Model shall use real world coordinates.

6.1 Alignments –general alignment of the corridor, and an alignment for each railroad track. Alignment for each street intersecting the rail corridor. Rail yard alignments.

6.2 Tracks – tracks & turnouts.

6.3 Digital Terrain Model (DTM) – Surfaces (DTM) of the corridor, supplemented by geotechnical data.

6.4 Utilities – Surface, Subsurface, and Overhead utilities along the corridor, both those supporting the railroad, and those owned by other entities which encroach upon the corridor. Railroad drainage.

6.5 Power – third rail and overhead catenary system (posts, wires, etc.).

6.6 Bridges – Rail bridges, and street bridges crossing the corridor.

6.7 Signal system – Signal sighting, Signal design in Promise.e, Trackside relays, etc.

6.8 Wayside Equipment – Any wayside equipment not included above which has the possibility of causing an interference with the design shall be modeled, including equipment cabinets, etc.

End of Section

Exhibit B

Amtrak Estimate of Cost of Services to be Provided

EXHIBIT B

AMTRAK PRELIMINARY DESIGN PHASE COST ESTIMATE

MTA CAPITAL CONSTRUCTION COMPANY
PENN STATION ACCESS PROJECT
PRELIMINARY DESIGN PHASE
(30% DESIGN OR MORE FOR CERTAIN COMPONENTS & 100% TRACK DESIGN)
HELL GATE LINE, BRONX, NY

NATIONAL RAILROAD PASSENGER CORPORATION
OFFICE OF THE CHIEF ENGINEER
DATE : JULY 22, 2019
BY: KATHERINE FLETCHER, SCOTT STANGE, MICHAEL KOLONAUSKI

	QUANTITY	UNITS	UNIT COST	TOTAL
ENGINEERING - SERVICES PRIOR TO DEDICATED TEAM & SUPPORT TO DEDICATED TEAM				
Project Initiation (I&C):				
Meetings and Plan Review	30	MD	$1,200	$36,000
Document Control	3	MD	$900	$2,700
Preparation of Final Design & Const. Phase Agmt.	10	MD	$1,200	$12,000
Structures:				
Meetings	2	MD	$1,200	$2,400
Plan Review	4	MD	$1,200	$4,800
Track & Clearances:				
Meetings	6	MD	$1,200	$7,200
Plan Review	12	MD	$1,200	$14,400
Communication:				
Meetings	3	MD	$1,200	$3,600
Plan Review	2	MD	$1,200	$2,400
Electric Traction:				
Meetings	6	MD	$1,200	$7,200
Plan Review	6	MD	$1,200	$7,200
Signals:				
Meetings	3	MD	$1,200	$3,600
Plan Review	2	MD	$1,200	$2,400
Construction/Area Office:				
Project Manager	15	MD	$1,200	$18,000
Site Inspection	15	MD	$1,200	$18,000
Meetings	20	MD	$1,200	$24,000
Plan Review	6	MD	$1,200	$7,200
FA Estimate for Final Design & Const Phase Agmt.	3	MD	$1,200	$3,600
ENGINEERING & OTHER DEPARTMENTS - SERVICES DURING PRELIMINARY DESIGN PHASE				
Planning:				
Meetings	10	MD	$1,200	$12,000
Plan Review	6	MD	$1,200	$7,200
Operations/Transportation:				
Meetings	5	MD	$1,200	$6,000
Plan Review	6	MD	$1,200	$7,200
Stations:				
Meetings	4	MD	$1,200	$4,800
Plan Review	2	MD	$1,200	$2,400
Environmental:				
Meetings	3	MD	$1,200	$3,600
Plan Review	1	MD	$1,200	$1,200
Real Estate:				
Meetings	3	MD	$1,200	$3,600
Plan Review	1	MD	$1,200	$1,200

PTC				
Meetings	3	MD	$1,200	$3,600
Plan Review	2	MD	$1,200	$2,400
Division Engineering				
Meetings	3	MD	$1,200	$3,600
Plan Review	2	MD	$1,200	$2,400
Asset Management				
Meetings	3	MD	$1,200	$3,600
ENGINEERING - DEDICATED TEAM				
Project Delivery (Program Director)	12	MOS	$43,875	$526,500
I&C (Project Engineer)	12	MOS	$24,375	$292,500
Electric Traction (Principal Engineer)	12	MOS	$30,469	$365,628
C&S (Principal Engineer)	12	MOS	$30,469	$365,628
Track (Principal Engineer)	12	MOS	$30,469	$365,628
Construction (Principal Engineer)	12	MOS	$30,469	$365,628
FORCE ACCOUNT - GEOTECHNICAL & ENVRIONMENTAL TESTING				
Labor:				
C&S Maintainers (2)	80	MD	$900	$72,000
ET Class "A" Lineman (2)	170	MD	$900	$153,000
T&E Conductor (2)	170	MD	$900	$153,000
Equipment:				
3-Man Pick-up Truck (C&S)	40	Day	$75	$3,000
6-Man Utility Truck ET (ET Lineman)	85	Day	$90	$7,650
Truck (Project Manager)	40	Day	$75	$3,000
SUB TOTAL				$2,914,662
CONTINGENCY (10%)				$291,466
TOTAL				**$3,206,128**

Amtrak's Preliminary Design Cost Estimate is based on basis of design and 30% design submittals including meetings for all disciplines and 60%, 90% and 100% track submittals and meetings. The actual number of man-days is contingent upon the number and complexity of design submittals. The information was provided by MTACC to Amtrak in an email dated 3/21/19. MTACC will fund the cost of a dedicated full time staff of Amtrak-PSA Project Engineers to support the project. The estimated cost for the Amtrak-PSA Project Engineers includes 12.5% geographical pay for the staff to be colocated in New York City with the MTACC staff. The above rates are current and include fully allocated additives for vacation and paid holidays, force account insurance, employee benefits and overhead. Overhead rates will change annually, effective with expenses incurred January 1st each year, and fringe benefit rates are subject to change quarterly. This is only an estimate. Final billing will be based on the actual costs incurred.

Exhibit C

Temporary Permit to Enter Upon Property, With Attachments

EXHIBIT C

NATIONAL RAILROAD PASSENGER CORPORATION
TEMPORARY PERMIT TO ENTER UPON PROPERTY
C.E.-17 (REVISED 9/21/18)

Transmittal Date: _____
File: E-47-
Internal Order: _____
WBS Element: _____
Reference: _____

ATTN:

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

_____

(hereinafter called "Permittee") to enter property owned and/or controlled by National Railroad Passenger Corporation (hereinafter called "Railroad") for the purpose of:

_____

under the terms and conditions set forth below.

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

_____

(hereinafter called "Property").

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

A. injury, death, or disease of any person, and/or

B. damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad

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

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

4. COMPENSATION FOR PREPARATION OF TEMPORARY PERMIT. Permittee will pay to Railroad the sum of One Thousand, Two Hundred Fifty Dollars ($1,250.00) as compensation for the preparation of this Temporary Permit. This fee is to be paid upon Permittee's execution of this Temporary Permit and delivered to: Senior Manager Engineering, National Railroad Passenger Corporation, 30th Street Station, 2955 Market Street, Mail Box 64, Philadelphia, PA 19104.

5. STARTING OF USE OF PROPERTY. Permittee shall notify Railroad's Deputy Chief Engineer-Construction, or his/her designee, in writing, at least ten (10) working days before it desires to enter upon the Property. No entry upon the Property will be permitted until this Temporary Permit has been fully executed and specific written permission to enter upon the Property has been received by Permittee via electronic mail from Railroad's Engineering – I&C Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

*AGREED TO AND ACCEPTED BY PERMITTEE:

By: _____
(signature)

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

Date: _____

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

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
AVP – Engineering & Design

Date: _____
Execution Date

Expiration Date: (For Amtrak Use Only)

☐ 1 year from Execution Date

☐ Other: _____

☐ Project Completion

EXHIBIT C

ATTACHMENT A
Temporary Permit to Enter Upon Property

SPECIFICATIONS REGARDING SAFETY
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 9/21/18)

National Railroad Passenger Corporation

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

(1) Pre-Entry Meeting: Before entry of Permittee/Contractor onto Railroad's property, a pre-entry meeting shall be held at which time Permittee/Contractor shall submit, for written approval of the Chief Engineer, plans, computations, a site specific safety work plan and site specific work plans that include a detailed description of proposed methods for accomplishing the work and protecting railroad traffic in accordance with Amtrak Engineering Practices EP3014. Any such written approval shall not relieve Permittee/Contractor of its complete responsibility for the adequacy and safety of its operations.

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

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

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

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires,

and otherwise regarding work in the vicinity thereof must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee/Contractor must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

ATTACHMENT B
INSURANCE REQUIREMENTS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
WASHINGTON TERMINAL COMPANY (WTC)

New York, NY, Penn Station Access Project – Preliminary Design Phase Agreement
Revised as of July 18, 2019

DEFINITIONS

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

INSURANCE

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

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

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

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

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

This policy shall have the following minimum limits of coverage:

$25,000,000	Each Occurrence
$25,000,000	Annual Policy Aggregate
$25,000,000	Products and Completed Operations

In addition, the following shall apply:

A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
B. The policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

$2,000,000	Each Occurrence, Combined Single Limit

In addition, the following shall apply:

A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed.
B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading aetivities.
C. In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to **$5** million each occurrence.

4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

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

In addition, the following shall apply:

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

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

5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.

6. **Builder's Risk/Installation Floater** is required if Contractor's work involves construction or renovation of a building or structure. Contractor shall provide builder's risk coverage issued for the work to cover property in the course of construction, soft costs, and delay in completion, including coverage for damage to existing property and property of others, and the loss of use thereof. In addition, Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for perils of Flood, Earth Movement, Wind and Terrorism. National Railroad Passenger Corporation shall be named as a loss payee, with respect to its interest in the covered property.

7. **Contractor's Pollution Liability Insurance**Error! Bookmark not defined. covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

$2,000,000	Each Occurrence
$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.

8. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

$2,000,000	Each Occurrence
$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.
B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
C. Any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

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

$2,000,000	Per Claim
$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

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

MISCELLANEOUS

1. **General**

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

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

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

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

A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
D. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.

5. **Evidence of Insurance**

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

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

Exhibit D

Consultant Certificate

This Certificate is to be executed by an authorized representative of a consultant performing design or engineering services in support of the project described herein. Amtrak will not review plans, drawings or specifications until this Certificate is executed and returned to Amtrak.

EXHIBIT D

CERTIFICATE BY HNTB CORPORATION
TO NATIONAL RAILROAD PASSENGER CORPORATION

This Certificate ("Certificate") effective this ____ day of _____, 2019, is made by HNTB Corporation, a corporation with its principal offices located at Kansas City, Missouri ("Consultant") to National Railroad Passenger Corporation, a District of Columbia corporation with its principal offices located at 1 Massachusetts Avenue, N.W., Washington, DC, 20001 ("Amtrak").

WHEREAS, Amtrak owns, maintains and/or operates intercity passenger rail service over a certain railroad right-of-way between New Rochelle, NY and Sunnyside, Queens, NY (known as the Hell Gate Line); and

WHEREAS, Metropolitan Transit Agency Capital Construction (hereinafter "MTACC"] proposes to perform upgrades to the Hell Gate Line, including track, signal and station construction in order to accommodate new commuter rail service along the length of the Hell Gate Line (the "Project"); and

WHEREAS, MTACC has retained the services of Consultant to provide engineering and/or design services in support of the Project; and

WHEREAS, due to the location of the Project relative to Amtrak property and the potential impact of the Project on Amtrak's property and/or operations, the Project work may not proceed without Amtrak's prior review and approval of the plans, drawings and specifications; and

WHEREAS, in order to advance the Project, Consultant desires Amtrak's review and approval of its plans, drawings, and specifications; and

WHEREAS, Consultant agrees that protection of Amtrak's property and operations is a paramount public safety concern.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the covenants and agreements contained herein, intending to be legally bound, Consultant hereby represents, acknowledges, and agrees as follows:

1. Recitals. The recitals set forth above in the WHEREAS clauses are incorporated into the terms of this Certificate as if fully set forth herein.

2. Consideration for Execution of this Certificate. In consideration, *inter alia*, for Amtrak reviewing the plans, drawings, and specifications which are needed for Consultant to perform its obligations under Consultant's agreement with MTACC, Consultant hereby executes this Certificate.

3. Indemnification. Consultant hereby releases and agrees to defend, indemnify and hold harmless Amtrak and any other affected railroad, as well as their respective officers, directors, employees, agents, successors, assigns, subsidiaries and insurers (collectively "the Indemnified Parties"), from and against any and all losses, liabilities, claims, demands, fines, suits, and costs (including cost of defense and attorneys' fees) which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of negligent errors or omissions in Consultant's work and/or in the work of its officers, directors, employees, agents, subcontractors, subconsultants, successors, assigns, subsidiaries, and any other persons acting for or by permission of Consultant relating to the design and/or engineering services Consultant is providing for MTACC in support of the Project. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages,

compensation, or benefits payable by or for Consultant or its subcontractors, subconsultants or agents, and shall survive the termination of the agreement between Amtrak and the MTACC. Consultant further agrees that its liability and indemnity obligations to Amtrak hereunder are further governed by Section 28103(b) of Title 49 of the United States Code and that such provision precludes and preempts any other federal or state law with regard to indemnity.

4. Insurance. Consultant agrees to procure and maintain in effect professional liability insurance covering the liability of Consultant for all negligent errors or omissions committed by Consultant, its officers, directors, employees, agents, subcontractors, subconsultants, successors, assigns, and subsidiaries, and any other persons acting for or by permission of Consultant in the performance of any design and/or engineering services in support of the Project. The insurance shall be maintained during the term of Consultant's agreement with MTACC and for at least three years following completion of all services to be performed by Consultant in support of the Project. The insurance shall have limits of liability of not less than two] million dollars ($2,000,000) per claim and two million dollars ($2,000,000) in the annual aggregate.

Prior to Amtrak reviewing any plans, drawings, and specifications, Consultant shall provide to Amtrak an insurance certificate reflecting that Consultant has the insurance as stated above. At least one (1) time every year thereafter, Consultant shall provide to Amtrak an updated insurance certificate reflecting that Consultant has the insurance as stated above.

5. Review of Documents. Any review of Consultant's plans, drawings, and specifications by Amtrak shall be for the purpose of examining the general arrangement, design and details of the Project for potential impact on Amtrak's property and operations. Amtrak assumes no responsibility for, and makes no representations or warranties, express or implied, as to the design, condition, workmanship and/or adequacy of the plans, drawings, and specifications.

6. Permit to Enter. Nothing herein is intended to grant Consultant the right to enter upon the right-of-way or other property of Amtrak. If entry onto, above, or below Amtrak's right-of-way or other property is required for purposes of this Project by Consultant, Consultant must execute the then-current version of Amtrak's "Temporary Permit to Enter Upon Property".

7. Governing Law. This Certificate shall be governed by and construed under the laws of the District of Columbia. All legal proceedings in connection with any dispute arising under or relating to this Certificate shall be brought in the United States District Court for the District of Columbia.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this Certificate.

Consultant

By: _____

Name: _____

Title: _____

Date: _____

RAV

Exhibit E

Amtrak Overhead Rates

NATIONAL RAILROAD PASSENGER CORPORATION
OVERHEAD ADDITIVE RATES FOR USE WITH THE MTA CAPITAL CONSTRUCTION COMPANY
PRELIMINARY DESIGN PHASE AGREEMENT
FOR THE PENN STATION ACCESS PROJECT
EFFECTIVE JANUARY 1, 2019

EXHIBIT E

	VP OPERATIONS OVERHEAD	ENGINEERING SYSTEM OVERHEAD	DIVISION / FIELD OVERHEAD	TRAINING OVERHEAD	VACATION & HOLIDAY	FORCE ACCOUNT INSURANCE	CY19 AVERAGE FRINGE BENEFITS (*)	TOTAL ADDITIVE FOR LABOR	G&A	MATERIAL HANDLING ADDITIVE	LABOR COMPOSITE	MATERIAL COMPOSITE
NEW YORK DIVISION												
Straight Time Labor	5.33%	20.14%	22.65%	7.29%	16.58%	16.00%	55.13%	143.12%	6.66%	8.57%	159.32%	15.81%
Over Time Labor	5.33%	20.14%	22.65%	7.29%	16.58%	16.00%	20.93%	108.92%	6.66%	8.57%	122.85%	15.81%
EXEMPT LABOR												
Straight Time Exempt Labor		18.95%	10.45%		17.26%		33.47%	80.13%	6.66%	8.57%	92.13%	15.81%

Please note an additional Freight Additive of 3.55% will be applied to all Mechanical material requisitions.

(*) Average CY19 Fringe Benefit rates as of 1/2019 for January through September. Rates are subject to change.

AGENCY CORRESPONDENCE

2 Broadway, 8th Floor
New York, NY 10004-2207

MTA Construction & Development

August 25, 2020

Daniel Grulich
Director of Interagency Coordination
New York City Department of Parks and Recreation
Olmsted Center, Room 24D
Flushing Meadows-Corona Park
New York, NY 11368

Subject: MTA Penn Station Access Project - Section 4(f) Concurrence

Dear Mr. Grulich:

The Metropolitan Transportation Authority (MTA) is proposing the Penn Station Access (PSA) Project to provide one-seat passenger rail service to Penn Station New York (PSNY) on Manhattan's west side for MTA Metro North Railroad's (Metro-North) New Haven Line (NHL) customers (Proposed Project). MTA Construction & Development (MTACD) is responsible for the planning, design, and construction of the Proposed Project and related public outreach, and Metro-North would operate and maintain the service. The Proposed Project would provide new rail service from New Haven, Connecticut (CT) to PSNY in Manhattan by utilizing Amtrak's Hell Gate Line (HGL) through the eastern Bronx and western Queens. The Proposed Project would make infrastructure improvements on the HGL beginning in southeastern Westchester County, where NHL trains would divert onto the HGL at Shell Interlocking and extending to Harold Interlocking in Queens, joining the MTA Long Island Rail Road (LIRR) Mainline. As part of the Proposed Project, four new Metro-North stations would be constructed in the eastern Bronx at Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City (see **Attachment 1**). The Federal Transit Administration (FTA) is the lead federal agency for the Environmental Assessment and Draft Section 4(f) Evaluation, which is being prepared in accordance with the National Environmental Policy Act of 1969 (NEPA).

The Proposed Project will require a small permanent easement and a non-exclusive easement within Starlight Park. This resource qualifies for protection under Section 4(f) of the U.S. Department of Transportation Act of 1966, as amended (23 C.F.R. Part § 774, codified in 49 U.S.C. 303 and generally referred to as "Section 4(f)"). The purpose of this letter is to request your concurrence that the proposed Section 4(f) use of Starlight Park would not adversely affect the activities, features, or attributes of Starlight Park. To aid your ability to concur, we are providing background information about the Proposed Project as well as the MTA's justification for reaching these determinations.

In addition, the Proposed Project will require a permanent easement for two small areas (2,000 square feet total) immediately east and west of the Amtrak right-of-way for the Pelham Lane Pathway Bridge for construction of wing walls for the bridge. The bridge reconstruction would require realignment

of the golf cart and bridle paths underneath the bridge that connects the Pelham Bay and Split Rock Golf Courses, within the existing right-of-way. The purpose of this letter is to also request your concurrence that the proposed permanent easement and temporary construction would not adversely affect the activities, features, or attributes of Pelham Bay Park and the temporary construction would not rise to the level of a Section 4(f) "use" of the property.

In accordance with Section 4(f), FTA may not approve the use of land from a publicly-owned public park, recreation or wildlife and waterfowl refuge, or any historic site unless a determination is made that: (i) there is no feasible and prudent alternative to the use of the land from the property; (ii) the action includes all possible planning to minimize harm to the property resulting from such use; or (iii) the Section 4(f) use is *de minimis*. With respect to parks, recreation areas, or wildlife or waterfowl refuges, as summarized from 49 U.S.C. 303(d)(3), FTA may make a finding of *de minimis* impact only if:

- After public notice and opportunity for public review and comment, FTA finds that the transportation program or project will not adversely affect the activities, features, and attributes of the park, recreation area, or wildlife or waterfowl refuge eligible for protection under this section; and
- The finding has received concurrence from the officials with jurisdiction over the park, recreation area, or wildlife or waterfowl refuge.

Project Purpose and Need

The purpose of the Penn Station Access Project is to provide improved rail access to PSNY and Manhattan's West Side from southern Connecticut, Westchester County, and the eastern Bronx. The Proposed Project is needed to:

- Substantially reduce travel times to and from Manhattan's West Side by providing direct service to NHL customers.
- Introduce convenient, direct rail service to communities in the eastern Bronx currently underserved by mass transit.

De Minimis Section 4(f) Use

Starlight Park is a NYCDPR-owned waterfront park located along the Sheridan Expressway and the Bronx River, between East 174th Street and Westchester Avenue. Within Starlight Park, a permanent easement (approximately 4,400 square feet) would be required immediately adjacent to railroad right-of-way (ROW) for signal equipment and a retaining wall (see **Attachment 2**). This small area is not a part of the planned amenities for Starlight Park and the permanent easement would not affect the activities, features, or attributes of the existing or planned publicly-accessible portions of Starlight Park. The Proposed Project would require a non-exclusive easement to use a shared path that is planned as part of Starlight Park Phase 2 for limited vehicular access for maintenance of the signal equipment. Since this vehicular use is anticipated to be limited and of short duration, this non-exclusive easement would not adversely change the activities, features, or properties of the resource.

Pelham Bay and Split Rock Golf Courses include a public golf facility that comprises two 18-hole courses. The two golf courses are located north and south of the railroad ROW and the Pelham Lane Pathway Bridge. The Pelham Lane Pathway Bridge carries two railroad tracks over a golf cart path and a bridle path. The Pelham Lane Pathway Bridge must be replaced or rehabilitated as part of the Proposed Project in order to accommodate the increased operations from the proposed Metro-North

service. This construction will require permanent easements for two small areas (200 square feet and 1,750 square feet) immediately to the east and west of the Amtrak ROW for the Pelham Lane Pathway Bridge to accommodate parts of the proposed wing walls for the bridge (see **Attachment 3**). These small areas are part of the golf cart path and bridle path, which will both be realigned underneath the bridge as part of the project. Access under the bridge will be maintained for golfers and horseback riders within the park. Following construction, the permanent easement would not affect the activities, features, or attributes of the existing publicly-accessible portions of Pelham Bay Park and the two golf courses.

Based on this analysis, MTA believes that the Section 4(f) use of these properties would not adversely affect the activities, features, or attributes qualifying these properties for protection under Section 4(f). We request your concurrence that the minor effects to Starlight Park and Pelham Bay Park would not impair the activities, features, and attributes important to the parks.

Temporary Occupancy within Pelham Bay and Split Rock Golf Courses

While the construction of the Pelham Lane Pathway Bridge (described above) would temporarily affect (approximately 12 months) the pathways under the bridge, within the existing Amtrak ROW, one path under the Pelham Lane Pathway Bridge will be maintained for use by the public throughout construction. Therefore, golfers will continue to be able to access Split Rock Course throughout the duration of construction.

Temporary occupancy is not a Section 4(f) use if all of the following conditions exist:

- the land use is of short duration (defined as less than the time needed for the construction of the project);
- there is no change in ownership of the land; the scope of the work must be minor;
- there are no temporary or permanent adverse changes to the activities, features, or attributes of the property;
- the land must be fully restored to a condition at least as good as prior to the project; and
- there must be documented agreement from the official(s) with jurisdiction over the property with the above conditions.

Since construction of the bridge will be temporary (approximately 12 months), there would be no change in ownership, the work would be minor and would not result in adverse changes to the activities, features, or attributes of the property, MTA intends to determine this would not be considered a use of a Section 4(f) resource. We request your concurrence that the temporary effects to Pelham Bay and Split Rock Golf Courses would not impair the activities, features, and attributes important to the facility.

Upon your written agreement, MTA intends to propose a *de minimis* impact finding to the FTA for the use of Starlight Park and Pelham Bay Park. MTA also intends to propose the temporary occupancy of the golf cart and bridle paths that connect Pelham Bay and Split Rock Golf Courses would not be considered a use of a Section 4(f) resource. Public and agency comment on the proposed effects will

be sought following your concurrence and prior to the request for a *de minimis* impact finding from FTA.

If you agree with the statements above, please indicate your concurrence on the signature line below and return to my attention by September 4, 2020. Should you have any questions regarding this letter, or would like to have a conference call to discuss the project, please contact me at 917-379-7128 or by email at linda.corcoran@mtacd.org.

Sincerely,

Linda Corcoran
MTA Construction & Development

cc: David Cuff, Director of Environmental Review, NYC Parks; Richelle Gosman, FTA

Attachments: Attachment 1 – Proposed Project
Attachment 2 – Starlight Park
Attachment 3 – Pelham Bay Park

Concurrence with MTA's determination that the Section 4(f) use of Starlight Park and Pelham Bay Park for the Penn Station Access Project would not adversely affect the activities, features, or attributes qualifying these properties for protection under Section 4(f). and concurrence with MTA's determination that the temporary occupancy of Pelham Bay and Split Rock Golf Courses for the Penn Station Access Project would not be considered a use of a Section 4(f) resource:

_____

Signature, New York City Department of Parks and Recreation

_____

Printed Name

_____

Date

Section 4(f) Finding Approval:

_____

Signature, Federal Transit Administration

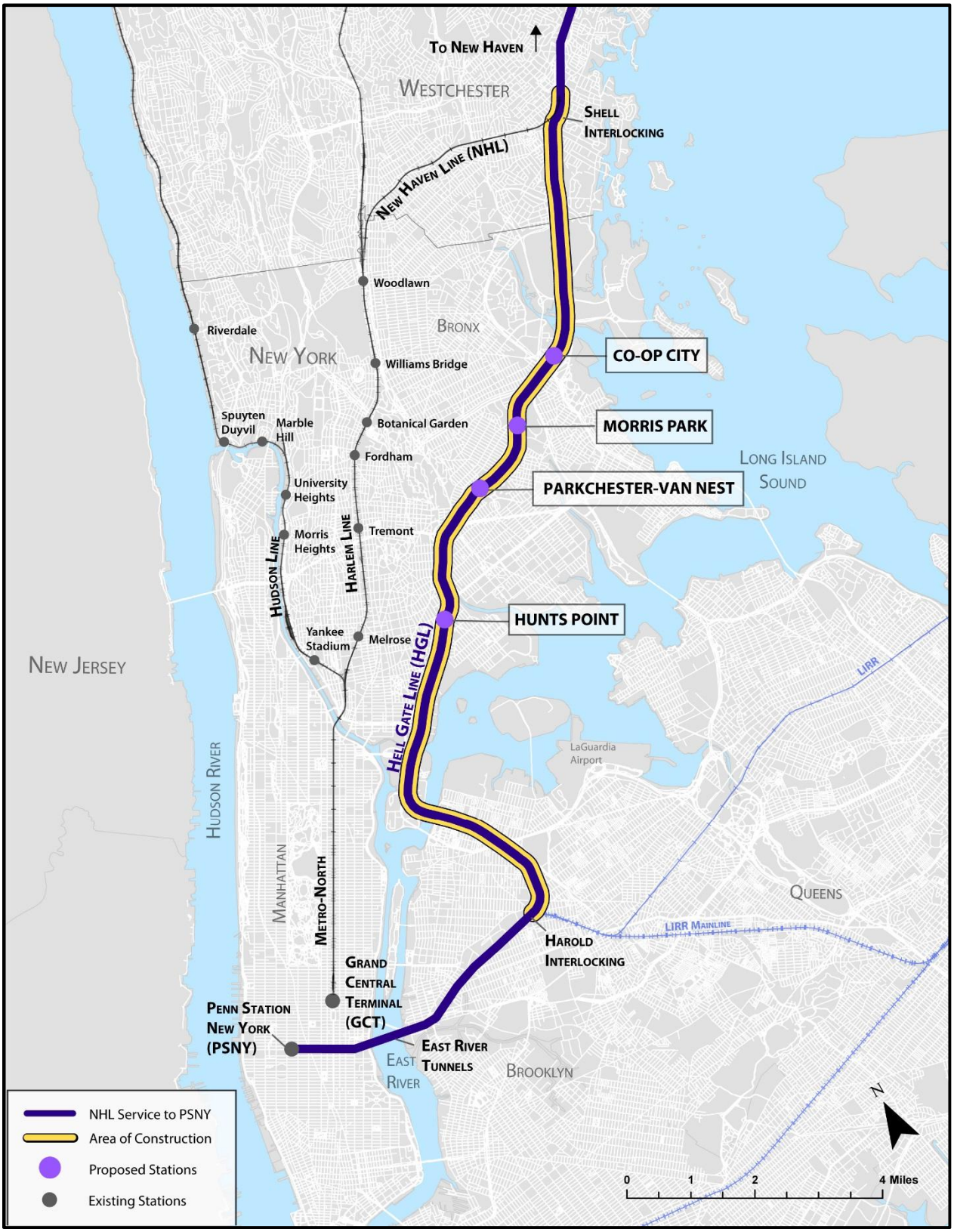
_____

Printed Name

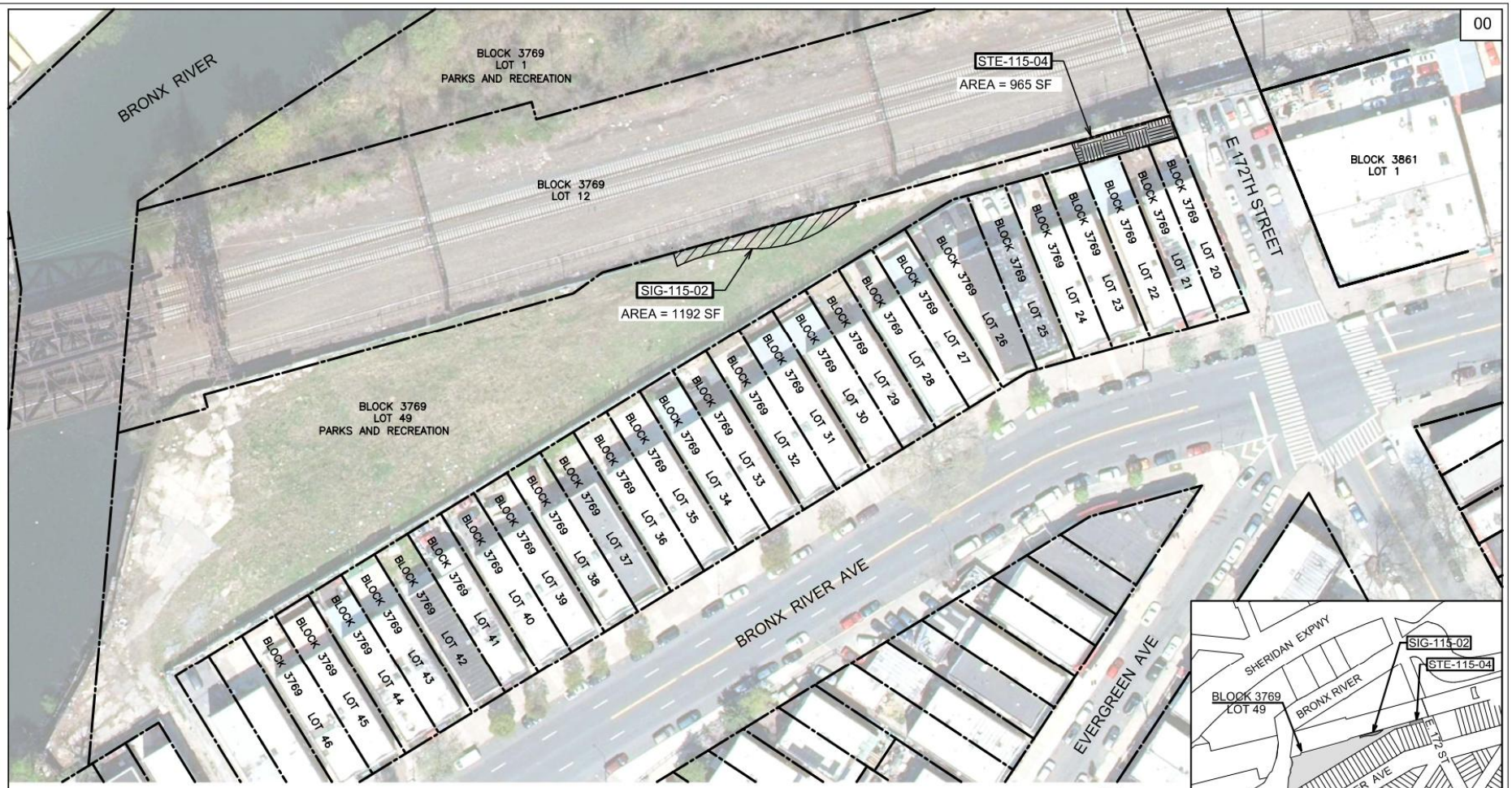
_____

Date

Penn Station Access Environmental Review
Attachment 1



ATTACHMENT 2



LEGEND

PERMANENT EASEMENT

NON-EXCLUSIVE EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON CURRENT BOUNDARY SURVEY.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
3769	49	61250	1192	SIG-115-02
			965	STE-115-04

0 15 30 FT.

REVISION	DESCRIPTION	DATE	APPROVED

REVISIONS

DRAFT DOCUMENTS

HNTB

Gannett Fleming ENGINEERS AND ARCHITECTS

AMTRAK

sowinskisullivan ARCHITECTS

CONSTRUCTION & DEVELOPMENT

METRO-NORTH RAILROAD

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST
PARKS AND RECREATION
(SIG-115-02, STE-115-04)

CONCEPT DESIGN

NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/09/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO. RWS-PTS-115A(ATT)
APPROVED BY	R. CHU		REVISION

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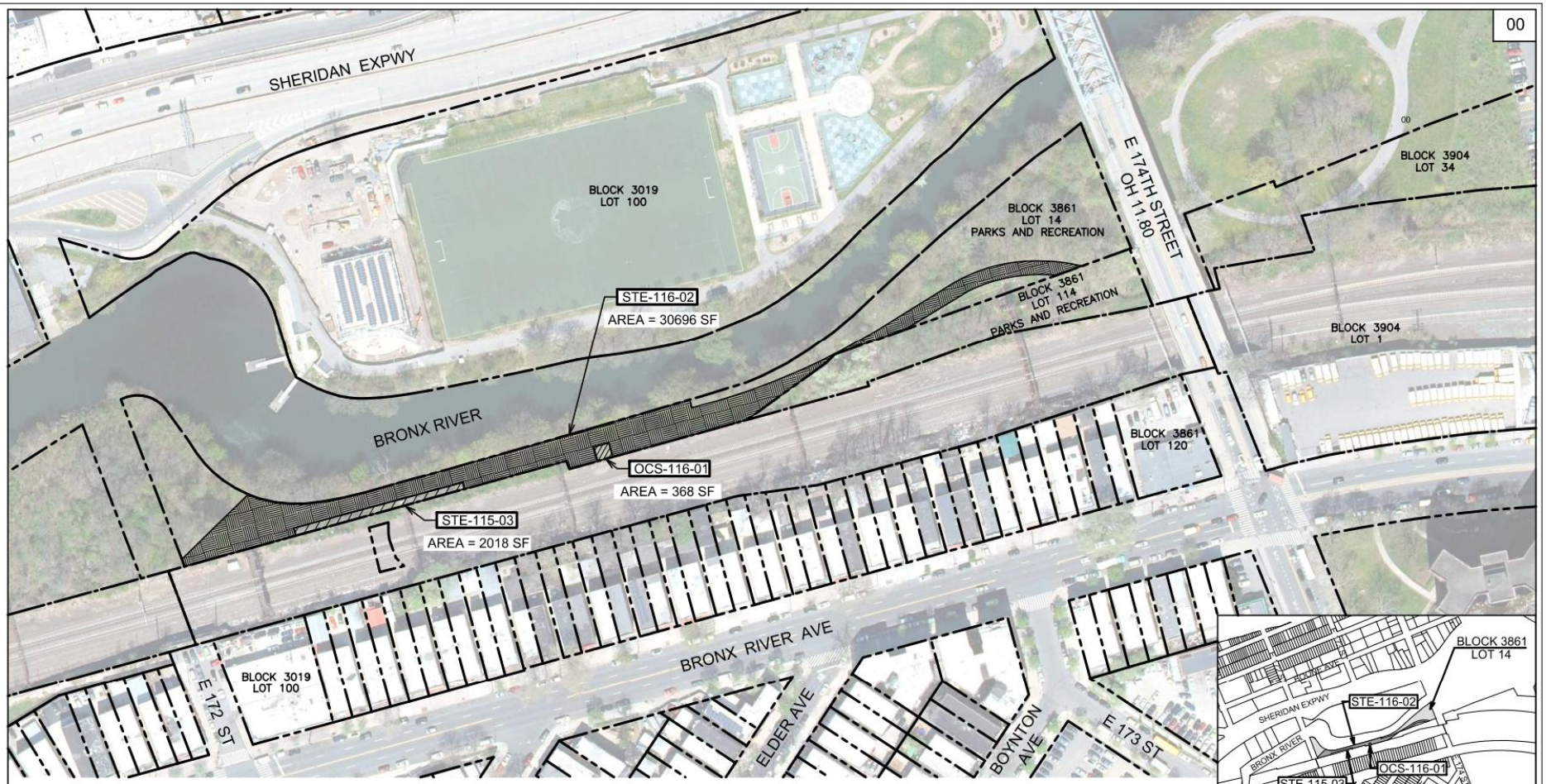

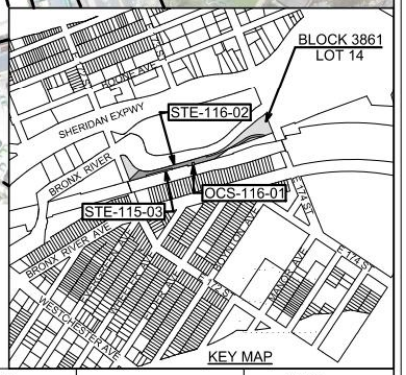

LEGEND

PERMANENT EASEMENT

NON-EXCLUSIVE EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON GIS INFORMATION AVAILABLE AND ARE SUBJECT TO TITLE SEARCH, SURVEY, DESIGN DEVELOPMENT AND AGREEMENTS WITH OTHER STAKEHOLDERS.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
3861	14	115061	2018	STE-115-03
			368	OCS-116-01
			30696	STE-116-02

0 30 60 FT.

REVISION	DESCRIPTION	DATE	APPROVED
	DRAFT DOCUMENTS		

REVISIONS

HNTB · Gannett Fleming ENGINEERS AND ARCHITECTS · AMTRAK · sowinskisullivan ARCHITECTS

MTA CONSTRUCTION & DEVELOPMENT · MTA METRO-NORTH RAILROAD · MTA

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST PARKS AND RECREATION
(STE-115-03, OCS-116-01, STE-116-02)

CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/09/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO: RWS-PTS-115B(ATT)
APPROVED BY	R. CHU		REVISION

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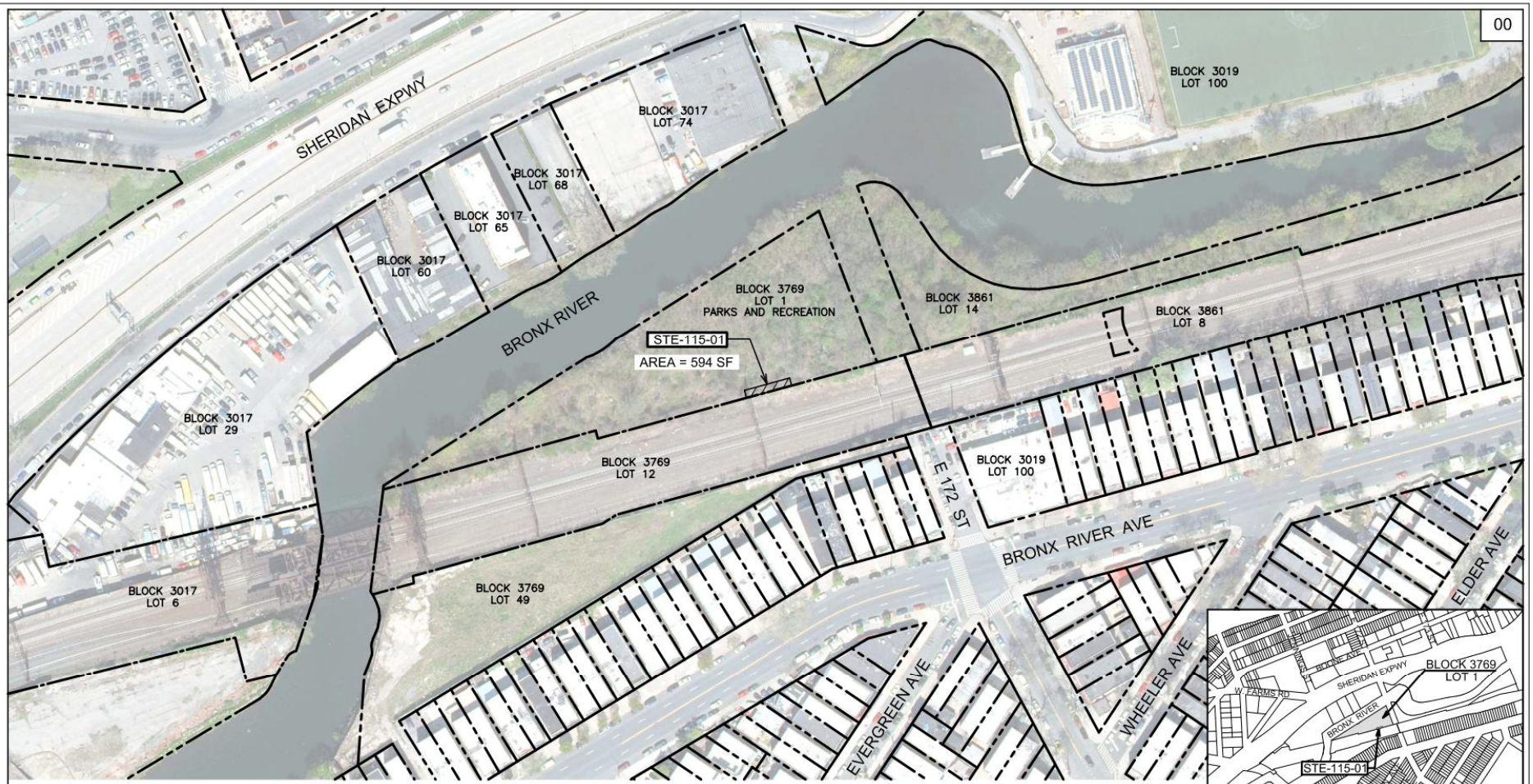

LEGEND

PERMANENT EASEMENT

NON-EXCLUSIVE EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON GIS INFORMATION AVAILABLE AND ARE SUBJECT TO TITLE SEARCH, SURVEY, DESIGN DEVELOPMENT AND AGREEMENTS WITH OTHER STAKEHOLDERS.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
3769	1	72914	594	STE-115-01

0 30 60 FT.

DRAFT DOCUMENTS

REVISION	DESCRIPTION	DATE	APPROVED

REVISIONS

HNTB | Gannett Fleming ENGINEERS AND ARCHITECTS | AMTRAK | sowinskisullivan ARCHITECTS

MTA CONSTRUCTION & DEVELOPMENT | MTA METRO-NORTH RAILROAD | MTA

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST
PARKS AND RECREATION
(STE-115-01)

CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/09/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO. RWS-PTS-115C(ATT)
APPROVED BY	R. CHU		REVISION

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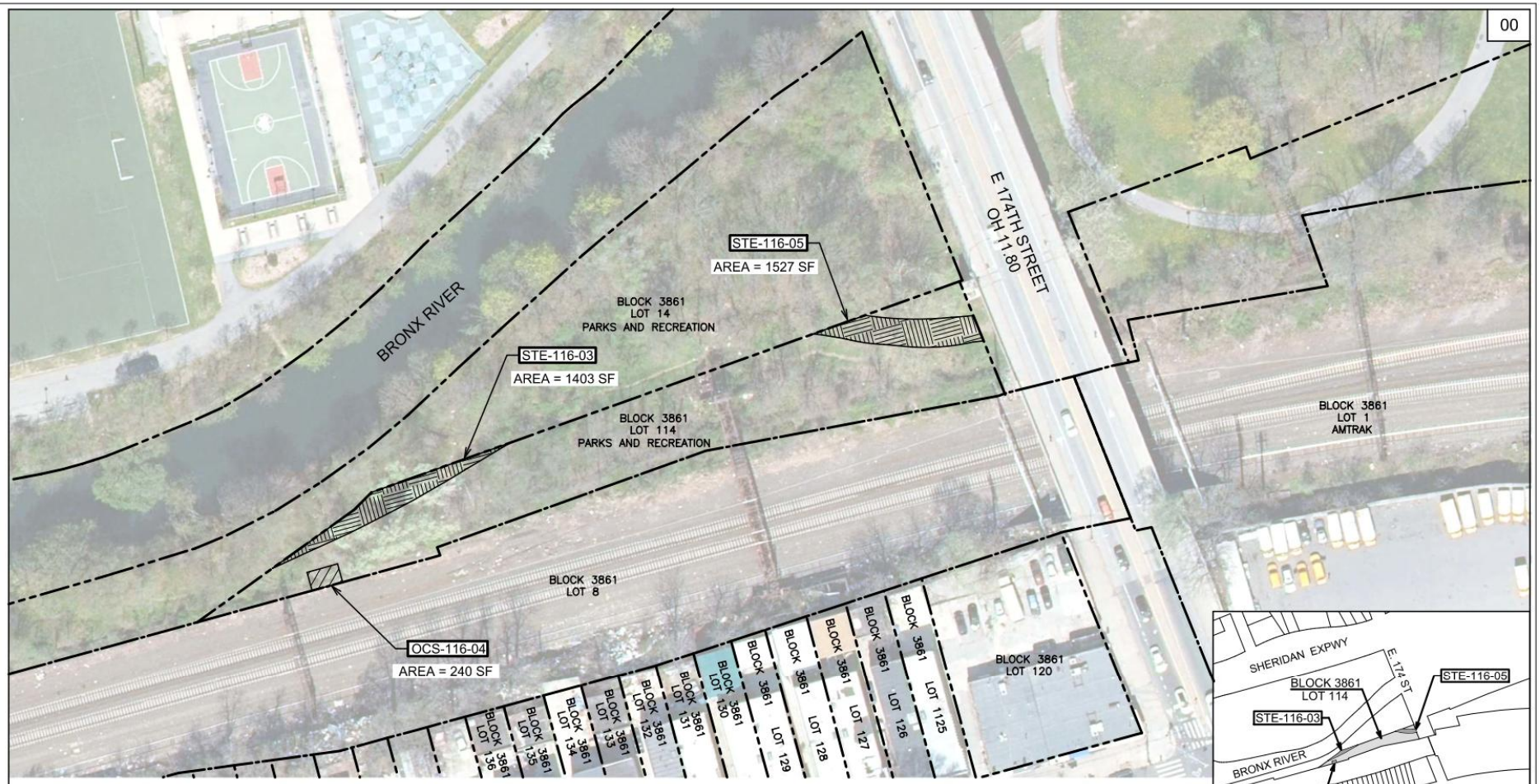

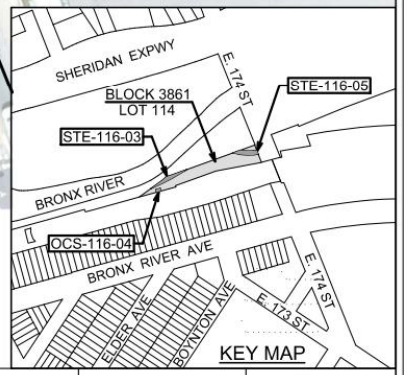

LEGEND

PERMANENT EASEMENT

NON-EXCLUSIVE EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON GIS INFORMATION AVAILABLE AND ARE SUBJECT TO TITLE SEARCH, SURVEY, DESIGN DEVELOPMENT AND AGREEMENTS WITH OTHER STAKEHOLDERS.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
3861	114	24671	240	OCS-116-04
			1403	STE-116-03
			1527	STE-116-05

0 15 30 FT.

REVISION	DESCRIPTION	DATE	APPROVED
	DRAFT DOCUMENTS		

REVISIONS

HNTB | Gannett Fleming ENGINEERS AND ARCHITECTS | AMTRAK | sowinskisullivan ARCHITECTS

CONSTRUCTION & DEVELOPMENT | METRO-NORTH RAILROAD

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST
PARKS AND RECREATION
(OCS-116-04, STE-116-03, STE-116-05)

CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/09/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO. RWS-PTS-116(ATT)
APPROVED BY	R. CHU		REVISION

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ATTACHMENT 3

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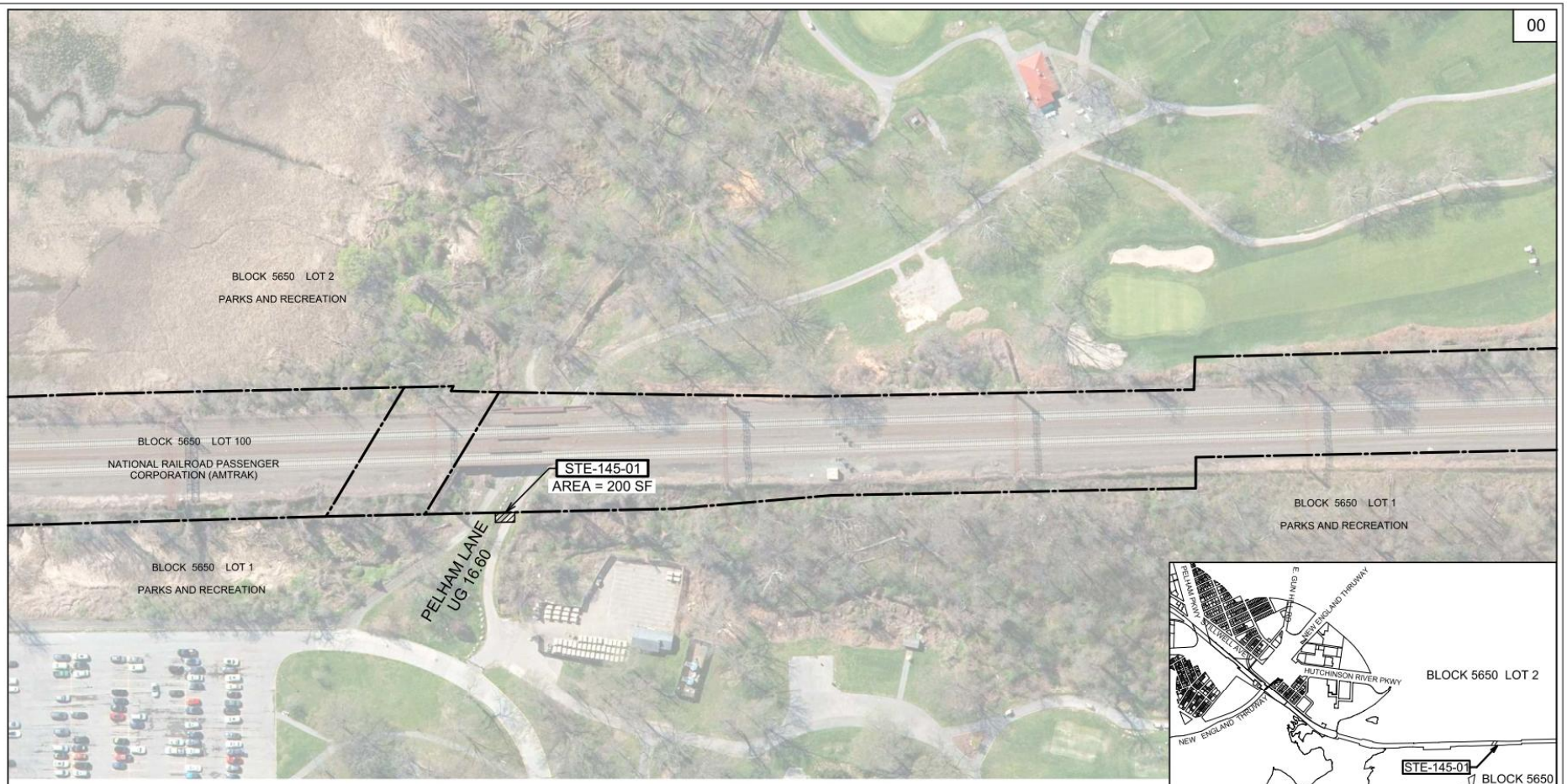

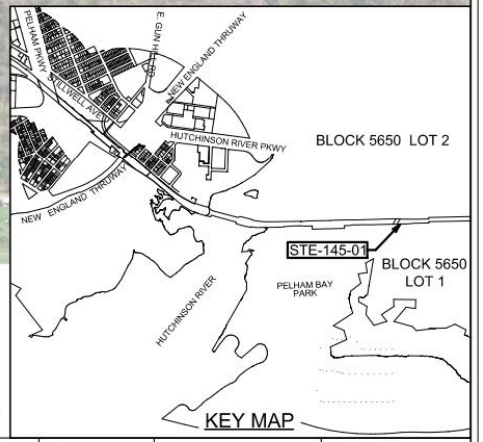

LEGEND

PERMANENT EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON GIS INFORMATION AVAILABLE AND ARE SUBJECT TO TITLE SEARCH, SURVEY, DESIGN DEVELOPMENT AND AGREEMENTS WITH OTHER STAKEHOLDERS.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
5650	1	74250000	200	STE-145-01

0 25 50 FT.

DRAFT DOCUMENTS

REVISION	DESCRIPTION	DATE	APPROVED

REVISIONS

HNTB | Gannett Fleming ENGINEERS AND ARCHITECTS | AMTRAK | sowinskisullivan ARCHITECTS

CONSTRUCTION & DEVELOPMENT | METRO-NORTH RAILROAD

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST
PARKS AND RECREATION
(STE-145-01)

CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/15/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO. RWS-PTS-145A(ATT)
APPROVED BY	R. CHU		REVISION

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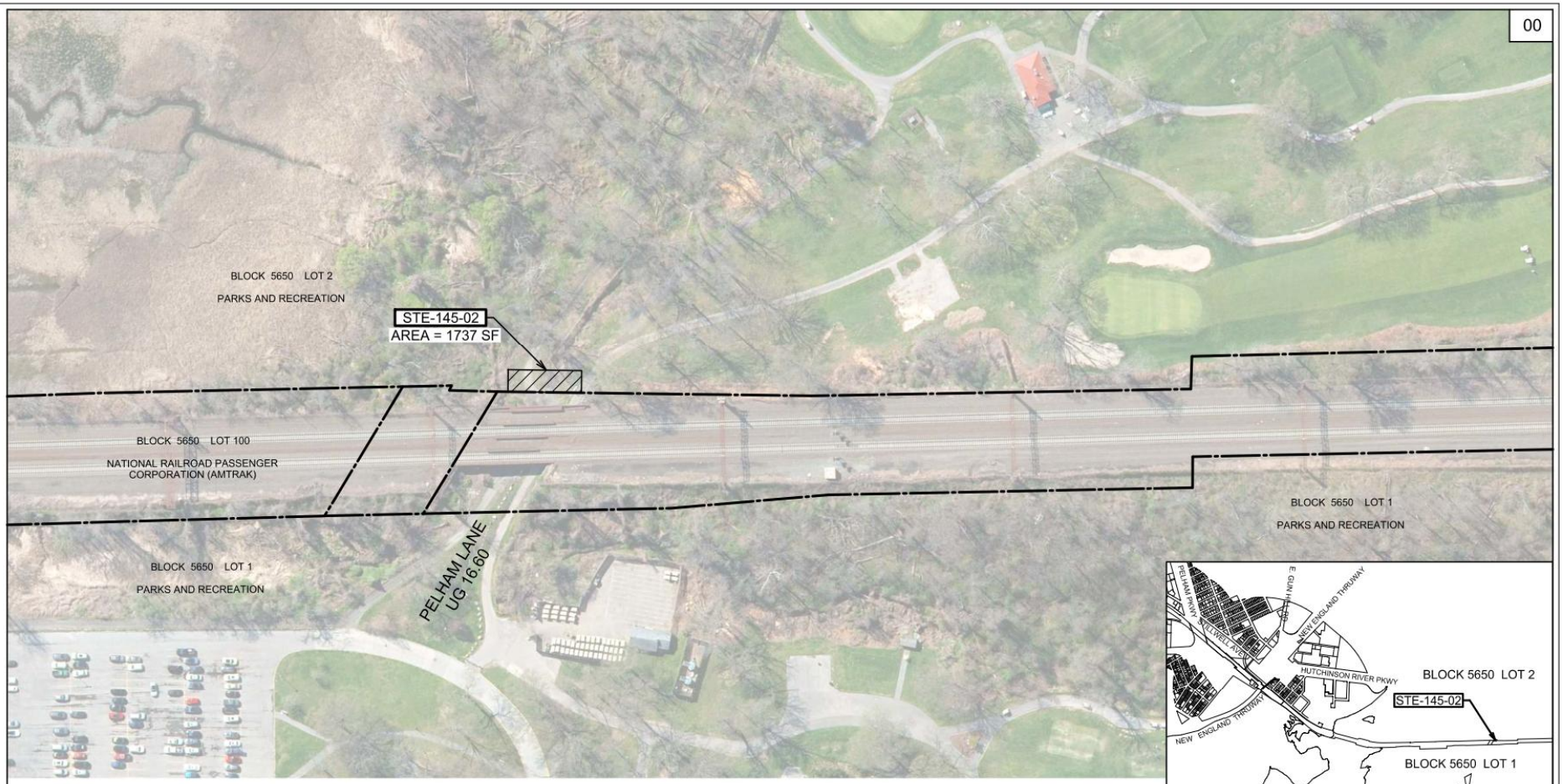

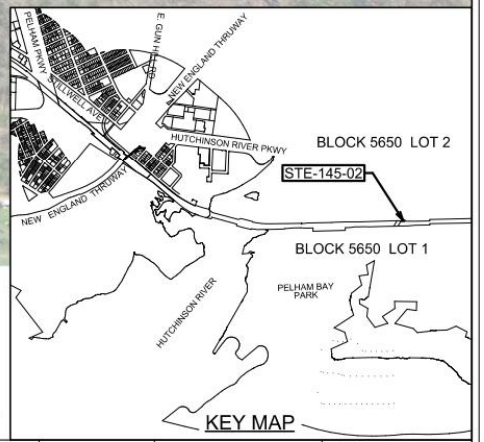

LEGEND

PERMANENT EASEMENT

NOTE:

ALL METES & BOUNDS SHOWN ARE BASED ON GIS INFORMATION AVAILABLE AND ARE SUBJECT TO TITLE SEARCH, SURVEY, DESIGN DEVELOPMENT AND AGREEMENTS WITH OTHER STAKEHOLDERS.

BLOCK	LOT	TOTAL LOT SIZE (SF)	AFFECTED LOT SIZE (SF)	ID
5650	2	21000000	1737	STE-145-02

0 25 50 FT.

REVISION	DESCRIPTION	DATE	APPROVED

DRAFT DOCUMENTS

REVISIONS

HNTB | Gannett Fleming ENGINEERS AND ARCHITECTS | AMTRAK | sowinskisullivan ARCHITECTS

CONSTRUCTION & DEVELOPMENT | METRO-NORTH RAILROAD

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

PROPERTY INTEREST
PARKS AND RECREATION
(STE-145-02)

CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	C. SAAVEDRA		DATE : 07/15/2020
DESIGNED BY	C. SAAVEDRA		
CHECKED BY	P. YIP		DRAWING NO. RWS-PTS-145B(ATT)
APPROVED BY	R. CHU		REVISION

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NYC Parks

Alyssa Cobb Konon
Deputy Commissioner
Planning & Development

T 212.360.3402
F 212.360.3453

E Alyssa.Cobb@parks.nyc.gov

City of New York
Parks & Recreation

The Arsenal
Central Park
New York, NY 10065
www.nyc.gov/parks

August 28, 2019

Linda Corcoran
Penn Station Access EA Project Manager
MTA Capital Construction
2 Broadway, 8th Floor
New York, NY 10004

Re: Metro-North Railroad Penn Station Access Environmental Review Bronx, New York, Queens and Westchester Counties

Dear Ms. Corcoran:

The New York City Department of Parks and Recreation ("NYC Parks") has received your letter dated July 31, 2019 regarding the Effects Assessment prepared to evaluate the potential effects of the Penn Station Access project proposed by MTA Metro-North Railroad. NYC Parks understands that a Historic Architectural Resources Background Study was prepared in the spring of 2014 and the Effects Assessment was prepared to evaluate the potential effects of the project on historic and archeological identified resources. Further, the Effects Assessment has been developed in accordance with the National Historic Preservation Act of 1966 (Section 106).

Based on our review of the Effects Assessment, NYC Parks has the following comments:

- NYC Parks should be notified in the event the area of impact expands beyond what is shown in the Effects Assessment. Several properties owned by the City of New York and under the jurisdiction of NYC Parks are proximate to the Hell Gate Line, including (but not limited to): Astoria Park, Randall's Island Park and Concrete Plant Park.
- NYC Parks notes that the Astoria Park Pool and Play Center, located within Astoria Park, is a designated New York City Landmark (LP-2196) and is adjacent to the Hell Gate Bridge. Our understanding, based on reviewing the Effects Assessment, is that no construction activities are proposed for the Hell Gate Bridge as part of the Penn Station Access project; thus, not part of the Area of Potential Effect for the project.
- In the event that any construction activities are identified that would potentially have an impact on parkland, a NYC Parks construction permit would be required; the details of which can be found on our website at: https://www.nycgovparks.org/permits/construction.

Please direct any further requests for comments on this matter to my attention at david.cuff@parks.nyc.gov or the address listed above. Thank you for seeking our feedback on this important project.

Sincerely,

David Cuff, ACIP
Director of Environmental Review

cc: Colleen Alderson, Chief of Parklands and Real Estate, NYC Parks
Brendan Shera, Interagency Coordinator, NYC Parks

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

November 23, 2020

Ms. Jennifer Wuotinen
Program Manager
MTA
2 Broadway, A16.51
New York, NY 10004

Re: FTA
MTA Metro-North Railroad Penn Station Access Project
Manhattan
13PR03777

Dear Ms. Wuotinen,

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966.

On September 2 and 6, SHPO received updates to the Section 106 effects assessment of the MTA Metro-North Railroad Penn Station Access Project. In addition to constructing four new Metro-North stations in the eastern Bronx at Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City, MTA would include infrastructure improvements. To increase operational flexibility, MTA would construct an additional interlocking at the Pelham Lane Pathway Bridge, located within Pelham Bay Park, along with demolition of the existing bridge. A new replacement bridge is proposed as well.

The Pelham Bay Park Historic District on December 31, 2018, however, the railroad tracks and the Pelham Lane Pathway Bridge are were not identified as contributing elements to the historic district at that time. After further analysis, our office determined that the Pelham Lane Bridge is eligible for listing in the National Register as an example of a steel thru-plate girder bridge in the Bronx. The Eligibility Evaluation is attached to the Unique Site Number (USN) in CRIS.

It is the opinion of SHPO that the proposed demolition of the bridge will have an Adverse Effect on the bridge. We recommend that all alternatives to demolition be explored and a report summarizing the results be submitted to us as the next step in the review process. In addition, we understand that MTA is developing a Programmatic Agreement (PA) for the entire project and we look forward to working with you on that document.

We would appreciate if the requested information could be provided via our Cultural Resource Information System (CRIS). If you have any questions, I can be reached at sloane.bullough@parks.ny.gov.

Sincerely,

Sloane Bullough
Historic Sites Restoration Coordinator by email only

NEW YORK STATE OF OPPORTUNITY. Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 29, 2020

Ms. Jennifer Wuotinen, Program Manager
MTA
2 Broadway, A16.51
New York, NY 10004

Re: FTA
MTA Metro-North Railroad Penn Station Access Project
Manhattan
13PR03777

Dear Jennifer Wuotinene,

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966.

On September 9, we received an update and amendment to the Section 106 effects assessment regarding the expansion of the New Rochelle Yard portion of the project. The amendment proposes to expand the existing yard at New Rochelle by constructing an approximately 2,000-foot long retaining wall with fill along a section of the southern slope. This enlarged area would accommodate the desired revenue train storage and servicing functions as well as the required MOW equipment storage.

Our office concurs that there is only one National Register eligible site in the Area of Potential Effect (APE), the Kaufman Building at 271 North Avenue. We do not feel a that the yard expansion will adversely impact the Kaufman Building, however, we respectfully request that you provide more detailed design materials when they become available. We are pleased to see that a construction protection plan is proposed and would also request that a copy be submitted in CRIS for our review and approval.

We would appreciate if the requested information could be provided via our Cultural Resource Information System (CRIS). If you have any questions, I can be reached at sloane.bullough@parks.ny.gov.

Sincerely,

Sloane Bullough

Sloane Bullough
Historic Sites Restoration Coordinator by email only

NEW YORK STATE OF OPPORTUNITY. Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 05, 2020

Ms. Jennifer Wuotinen
Program Manager
MTA
2 Broadway, A16.51
New York, NY 10004

Re: FTA
MTA Metro-North Railroad Penn Station Access Project
13PR03777

Dear Ms. Wuotinen:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources.

SHPO has reviewed *Phase IA Archaeological Assessment, New Rochelle Yard Expansion and Upgrades, Penn Station Access Project, New Rochelle, Westchester County, New York* (Historical Perspectives, August 2020).

Based on the information provided, we concur with the report's conclusion that due to extensive prior disturbance the proposed New Rochelle yard expansion and upgrade have no potential to affect archaeological resources and that no further archaeological investigation is needed for this component of the overall project.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Philip A. Perazio, Historic Preservation Program Analyst - Archaeology Unit
Phone: 518-268-2175
e-mail: philip.perazio@parks.ny.gov via e-mail only

cc: Richelle Gosman, FTA
James Richardson, MTA
Gina Santucci and Amanda Sutphin. LPC

2 Broadway, 8th Floor
New York, NY 10004-2207

MTA Capital Construction

June 13, 2019

Ms. Olivia Brazee
Historic Site Restoration Coordinator
New York State Office of Parks, Recreation and Historic Preservation
Peebles Island, P.O. Box 189
Waterford, NY 12188-0189

Re: Follow up response related to borings for the Metro-North Railroad Penn Station Access Project (Bronx, New York, Queens and Westchester Counties) 13PR03777

Dear Ms. Brazee:

In response to your letter dated June 4, 2019, this letter serves as a follow up response and status update on the Penn Station Access soil boring program. Currently, the project design team is finalizing the locations and phasing of the soil boring program. The borings are being collected for both geotechnical and environmental purposes and are anticipated to occur in two phases. We are planning to start the boring program in the 3Q, 2019 and it should take approximately 5 months to complete. The Morris Park and Co-Op City locations will be prioritized first so that the archaeologist can review the boring logs as soon as they are available.

If soil borings indicate potential sensitivity, then the project will reevaluate potential impacts. The locations of potential precontact resources, if any are indicated, will be compared to proposed disturbance areas to assess if the resource type would be impacted. If impacts are anticipated to potentially sensitive levels, then Phase 1B subsurface testing would be warranted to determine the presence or absence of precontact resources. If the review of boring logs concludes that no impacts to potential resources are anticipated, then no additional research for archaeological resources would be recommended. This process is also detailed in the Environmental Assessment document.

Please contact me at 646-252-3813 with any questions you may have.

Sincerely,

Jennifer Wuotinen, P.E.
Program Manager, I

cc: Nina Chung, FTA
Amanda Sutphin, LPC

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

June 4, 2019

Ms. Jennifer Wuotinen
Program Manager
MTA
2 Broadway, A16.51
New York, NY 10004

Re: FTA
MTA Metro-North Railroad Penn Station Access Project
13PR03777

Dear Ms. Wuotinen:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the provided documentation in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project.

We have reviewed the Section 106 Effects Assessment report (prepared by Lynn Drobbin & Associates and WSP and dated May 15th, 2019) that was submitted to our office on May 15th, 2019. Based upon our review, the document appears acceptable for above-ground resources. Earlier this year, SHPO reviewed four Phase IA archaeological reports, one for each of the proposed station locations. Two of these reports – for Co-Op City and Morris Park – identified the potential for buried archaeological deposits and recommended a program of soil borings to collect stratigraphic data. We concurred with those recommendations (Perazio, 23 January 2019, one letter for each]). We have not received any further information regarding these two locations. Please advise regarding the status of those investigations.

We would appreciate if the requested information could be provided via our Cultural Resource Information System (CRIS) at https://cris.parks.ny.gov/ on the CRIS site, you can log in as a guest and choose "submit" at the very top menu. Next choose "submit new information for an existing project". You will need this project number and your e-mail address. If you have any questions, I can be reached at (518) 268-2182.

Sincerely,

Olivia Brazee
Historic Site Restoration Coordinator
olivia.brazee@parks.ny.gov

via e-mail only

From:	Michael Kavalar (DCP)
To:	Anderson, James B.
Cc:	Hallas, Victoria
Subject:	RE: Penn Station Access EA: 2025 No-build Projects Update
Date:	Thursday, May 31, 2018 4:33:50 PM
Attachments:	image001.png image002.png PSA EA_NoBuildProjects_05162018_BxPlanning.docx

Hi James and Victoria,

Thank you both for the quick response. Attached is an updated table with the two projects of which we are aware appended to the end of the list. Please don't hesitate to reach out with any questions you might have, either via email or by phone (718 220 8504).

Best,
Michael

From: Anderson, James B. [mailto:James.Anderson@wsp.com]
Sent: Thursday, May 31, 2018 4:29 PM
To: Michael Kavalar (DCP) <MKavalar@planning.nyc.gov>
Cc: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>
Subject: RE: Penn Station Access EA: 2025 No-build Projects Update

Michael-

Apologies for not replying immediately. As Tori notes, ½ mile around the station area is what we are focused on. Any additions you have are greatly appreciated.

Thanks again,

James

From: Hallas, Victoria
Sent: Thursday, May 31, 2018 4:20 PM
To: Michael Kavalar (DCP) <MKavalar@planning.nyc.gov>; Anderson, James B. <James.Anderson@wsp.com>
Subject: RE: Penn Station Access EA: 2025 No-build Projects Update

Hi Michael,

Yes, we are thinking a half-mile buffer around the station locations.

Thanks,

Victoria Hallas, LEED AP ND
Planner

Phone: 212-465-5615

WSP USA
One Penn Plaza, 2nd Floor
New York, NY 10119

From: Michael Kavalar (DCP) [mailto:MKavalar@planning.nyc.gov]
Sent: Thursday, May 31, 2018 3:50 PM
To: Anderson, James B. <James.Anderson@wsp.com>
Cc: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>
Subject: RE: Penn Station Access EA: 2025 No-build Projects Update

Hi James,

Apologies for the delay on this and thank you for the reminder.

Quick question: Can you clarify what you mean by projects "reasonably near" the PSA project? Are you thinking roughly projects within a half-mile of the four proposed stations in the Bronx? There are two projects that come to mind that I can add, but I wanted to confirm with you first. It appears you already have the project for the redevelopment of the ESD site in your list.

Best,
Michael

From: Anderson, James B. [mailto:James.Anderson@wsp.com]
Sent: Thursday, May 31, 2018 3:39 PM
To: Michael Kavalar (DCP) <MKavalar@planning.nyc.gov>
Cc: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>
Subject: FW: Penn Station Access EA: 2025 No-build Projects Update

Michael-

Shawn had forwarded my email to you in the hopes you could assist us. Have you had a chance to review the attached?

Thanks in advance,

James

From: Shawn Brede (DCP) [mailto:SBREDE@planning.nyc.gov]
Sent: Monday, May 21, 2018 2:53 PM

To: Anderson, James B. <James.Anderson@wsp.com>
Cc: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>; Bucich, Nicole A. <Nicole.Bucich@wsp.com>; 'Linda Corcoran' <LCorcoran@mtacc.info> <LCorcoran@mtacc.info>; Michael Kavalar (DCP) <MKavalar@planning.nyc.gov>
Subject: RE: Penn Station Access EA: 2025 No-build Projects Update

Thanks James. Adding Michael Kavalar who is the PM for Metro-North work.

Shawn

From: Anderson, James B.
Sent: Monday, May 21, 2018 2:39 PM
To: SBREDE@planning.nyc.gov
Cc: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>; Bucich, Nicole A. <Nicole.Bucich@wsp.com>; 'Linda Corcoran' <LCorcoran@mtacc.info> <LCorcoran@mtacc.info>
Subject: Penn Station Access EA: 2025 No-build Projects Update

Shawn-

Greetings and salutations, it has been awhile. You recently met with MTACC on the status of the Penn Station Access project, which is swiftly moving into engineering and trying to complete our environmental documentation. In the past you helped us fully identify future developments surrounding the proposed Metro-North stations in the Bronx, and we hope that you can do so again. Attached is an updated table with what we believe are the current No build (year 2025) projects in the Bronx that are reasonably near the PSA project. If you could please review it, we'd appreciate it. Please feel free to add rows and information for anything we may have missed.

Please reach out if you have any questions.

Thanks in advance,

James Anderson, AICP
Supervising Transportation Planner
Technical Principal

Phone: +1 212 465 5345
Email: james.anderson@wsp.com

WSP USA
1 Penn Plaza
2nd Floor
New York, New York, 10119

Hallas, Victoria

From: WOROBEY, ERIK <ERIK.WOROBEY@nypd.org>
Sent: Monday, July 9, 2018 8:56 AM
To: Hallas, Victoria
Subject: A message from the NYPD

Good Morning, in response to your letter dated 5/22/18 I have the following information.
The NYPD currently does not have any projects scheduled in the areas of Hunts Point, Parkchester-Van Nest, Morris Park and Co-op City. Although the existing NYPD precincts 41,43,45,47, and 49 that serve the study areas currently are not scheduled to have any planned changes to their existing facilities, the NYPD will continue to adapt and serve the needs of the ever changing landscape of this City and Department.
Please note- the NYPD is currently conducting site surveys for the possible re-location of the Bronx Tow Pound currently located at 745 East 141 street. It is unknown if the future sire of the Bronx Tow Pound will reside in the above areas.

Thank You.

2018-05-22

Thomas M. Chan
Chief of Transportation
New York City Police Department (NYPD)
1 Police Plaza Path
New York, NY 10038

Re: Metro-North Penn Station Access Study – Request for NYPD Information

Dear Chief Chan:

WSP USA Inc. (formally Parsons Brinckerhoff, Inc.) is a consultant to the Metropolitan Transportation Authority (MTA) Metro-North Railroad for an environmental assessment (EA) of proposed New Haven Line service, via Amtrak's Hell Gate Line, to Penn Station, New York. The proposed service includes new commuter rail stations in the vicinities of Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City. The station facilities would be consistent with those at existing Metro-North Railroad stations in the Bronx, with a platform, overhead canopy, encased elevator, and staircase. The new stations would be located within the existing rail rights-of-way and there would be no station house. The intersections that are closest to the access point of the proposed stations are: Bruckner Boulevard and Hunts Point Avenue (Hunts Point Station), East Tremont Avenue and Dogwood Drive (Parkchester-Van Nest Station), Bassett Avenue and Morris Park Avenue (Morris Park Station), and Erskine Place and De Reimer Avenue (Co-op City Station).

For the study's assessment of community facilities and services in the areas of the proposed stations, I am writing to request the following information with respect to police protection facilities and services:

1. Does the NYPD have plans to make any changes to existing facilities or services by the year 2025 in the areas of Hunts Point, Parkchester-Van Nest, Morris Park, or Co-op City? The existing Police Precincts that currently serve the study areas – defined by a ¼-mile radius around the proposed station locations – are (see Figure 1 below):
    a. **Hunts Point Station Area**
        i. 41st Precinct at 1035 Longwood Avenue
    b. **Parkchester-Van Nest Station Area**
        i. 43rd Precinct at 900 Fteley Avenue
        ii. 49th Precinct at 2121 Eastchester Avenue
    c. **Morris Park Station Area**
        i. 49th Precinct at 2121 Eastchester Avenue
    d. **Co-op City Station Area**
        i. 45th Precinct at 2877 Barkley Avenue
        ii. 47th Precinct at 4111 Laconia Avenue
        iii. 49th Precinct at 2121 Eastchester Avenue

One Penn Plaza
New York, NY 10119

Tel.: +1 212 465-5000

Tel.: +1 212 465-5096
wsp.com

2 Would the proposed Metro-North Railroad service through eastern Bronx and the new Bronx stations require any changes to NYPD facilities, equipment, or staffing?

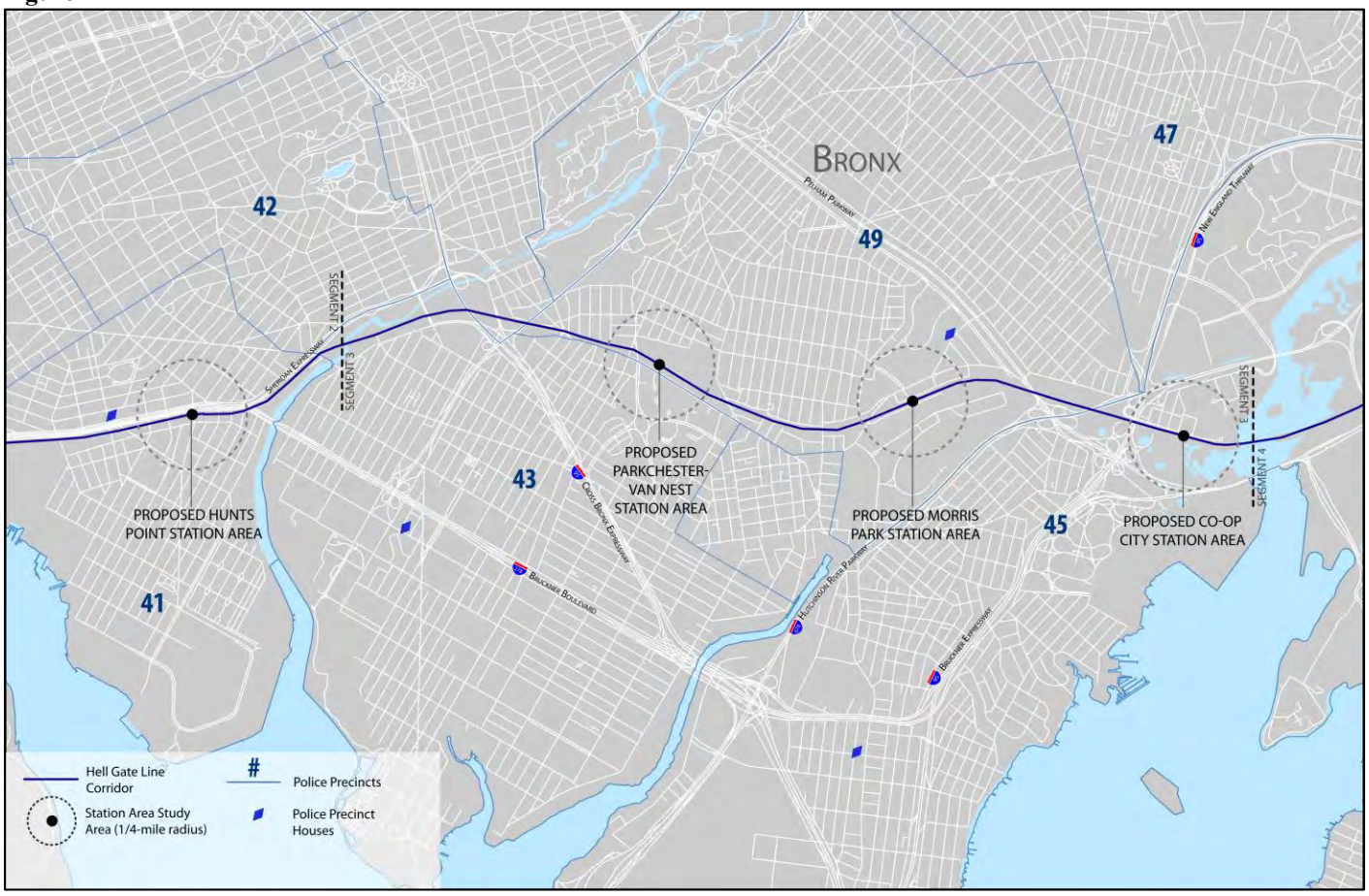
I would appreciate your response at your earliest convenience and may be reached at 212-465 5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

Kind regards,

Victoria Hallas
Planner
WSP USA Inc.

cc: James Anderson, WSP USA Inc.
Nicole Bucich, WSP USA Inc.
Nicole Weymouth, WSP USA Inc.
Robert Conway, MTA
Linda Corcoran, MTA
James Richardson, Metro-North

Figure 1- NYPD Precincts that Serve the Station Areas



2018-05-22

Captain Simon Ressner
Bureau of Operations, Office of City Planning
Fire Department of the City of New York (FDNY)
9 Metrotech Center
Brooklyn, NY 11201

Re: Metro-North Penn Station Access Study – Request for FDNY Information

Dear Captain Ressner:

WSP USA Inc. (formally Parsons Brinckerhoff, Inc.) is a consultant to the Metropolitan Transportation Authority (MTA) Metro-North Railroad for an environmental assessment (EA) of proposed New Haven Line service, via Amtrak's Hell Gate Line, to Penn Station, New York. The proposed service includes new commuter rail stations in the vicinities of Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City. The station facilities would be consistent with those at existing Metro-North Railroad stations in the Bronx, with a platform, overhead canopy, encased elevator, and staircase. The new stations would be located within the existing rail rights-of-way and there would be no station house. The intersections that are closest to the access point of the proposed stations are: Bruckner Boulevard and Hunts Point Avenue (Hunts Point Station), East Tremont Avenue and Dogwood Drive (Parkchester-Van Nest Station), Bassett Avenue and Morris Park Avenue (Morris Park Station), and Erskine Place and De Reimer Avenue (Co-op City Station).

For the study's assessment of community facilities and services in the areas of the proposed stations, I am writing to request the following information with respect to fire protection facilities and services:

1. Does the FDNY have plans to make any changes to existing facilities or services by the year 2025 in the areas of Hunts Point, Parkchester-Van Nest, Morris Park, or Co-op City? The existing Fire Companies that currently serve the study areas – defined by a ¼-mile radius around the proposed station locations – are (see Figure 1 below):
    a. **Hunts Point Station Area**
        i. Engine 94, Ladder 48 at 1226 Seneca Avenue
        ii. Engine 73, Ladder 42 at 655 Prospect Avenue
        iii. Engine 82, Ladder 31 at 1213 Intervale Avenue
    b. **Parkchester-Van Nest Station Area**
        i. Engine 64, Ladder 47 at 1214 Castle Hill Avenue
        ii. Engine 90, Ladder 41 at 1843 White Plains Road
    c. **Morris Park Station Area**
        i. Squad 61 at 1518 Williamsbridge Road
        ii. Engine 89, Ladder 50 at 2924 Bruckner Boulevard
    d. **Co-op City Station Area**
        i. Engine 66, Ladder 61 at 21 Asch Loop
        ii. Engine 89, Ladder 50 at 2924 Bruckner Boulevard

One Penn Plaza
New York, NY 10119

Tel.: +1 212 465-5000

Tel.: +1 212 465-5096
wsp.com

2 Would the proposed Metro-North Railroad service through eastern Bronx and the new Bronx stations require any changes to FDNY facilities, equipment, or staffing?

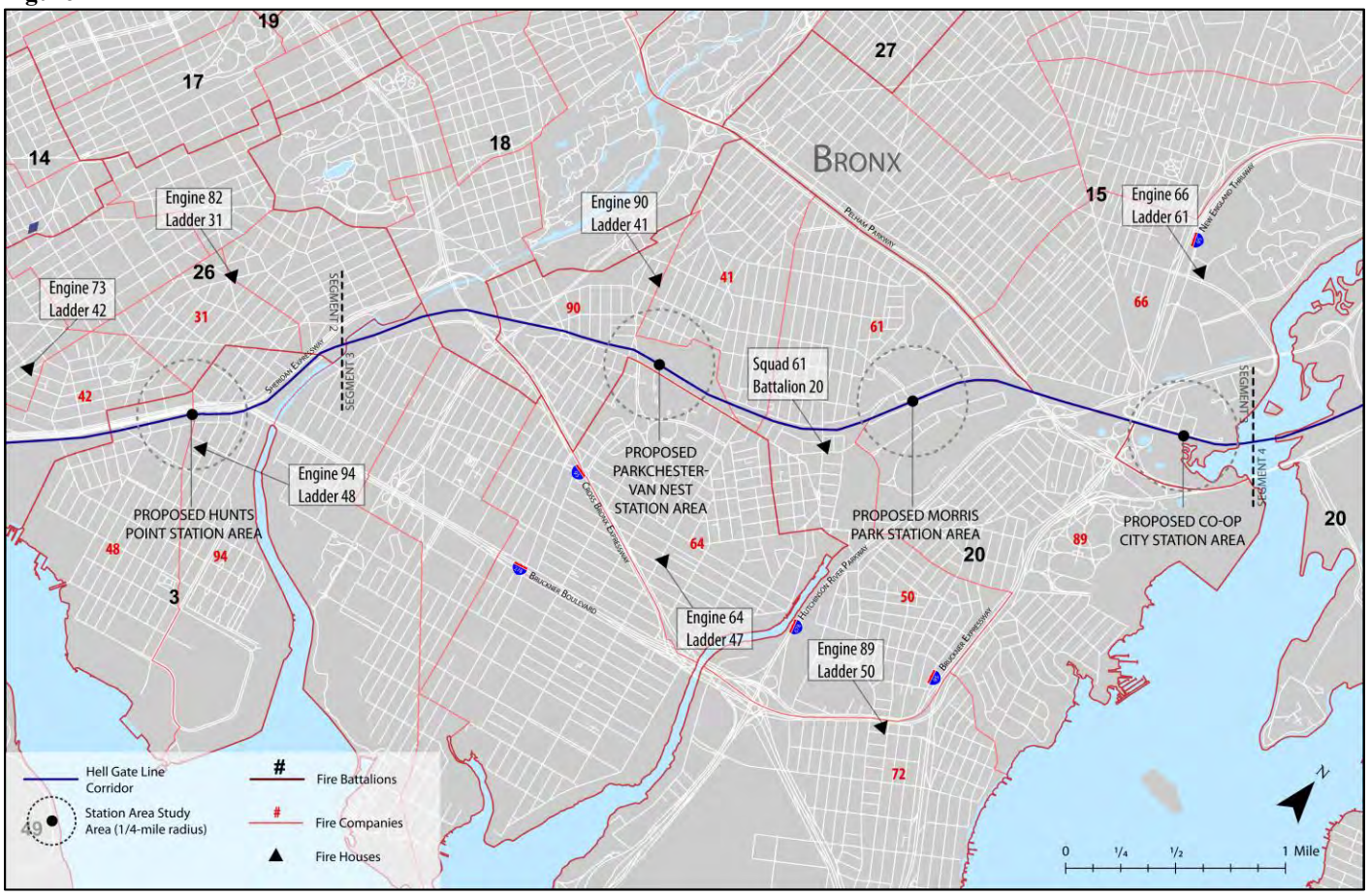
I would appreciate your response at your earliest convenience and may be reached at 212-465 5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

Kind regards,

Victoria Hallas
Planner
WSP USA Inc.

cc: James Anderson, WSP USA Inc.
Nicole Bucich, WSP USA Inc.
Nicole Weymouth, WSP USA Inc.
Robert Conway, MTA
Linda Corcoran, MTA
James Richardson, Metro-North

Figure 1- FDNY Facilities that Serve the Station Areas



From:	Hallas, Victoria
To:	Ressner, Simon (FDNY)
Cc:	Anderson, James B.; Bucich, Nicole A.
Subject:	RE: Metro-North Penn Station Access Study - Request for FDNY Information
Date:	Tuesday, May 22, 2018 2:12:00 PM
Attachments:	image001.png

Captain Ressner,

Since this project has been ongoing for many years, we haven't had a kick off meeting recently. However, MTA continues to hold regular meetings with the WSP team and Metro-North as we progress with the environmental review of this project.

Please let me know if you have any other questions as you review the material I've provided.

Best,

Victoria Hallas, LEED AP ND
Planner

Phone: 212-465-5615

WSP USA
One Penn Plaza, 2nd Floor
New York, NY 10119

From: Ressner, Simon (FDNY) [mailto:Simon.Ressner@fdny.nyc.gov]
Sent: Tuesday, May 22, 2018 2:07 PM
To: Hallas, Victoria <VICTORIA.HALLAS@wsp.com>
Subject: RE: Metro-North Penn Station Access Study - Request for FDNY Information

Hi Victoria:

Understood about the previous assumptions and they do remain the main consideration. We will review the information about the location of the stations and access to those stations. In addition, at this point will you be having any kick-off meetings regarding this?

Captain Simon Ressner

FDNY
Bureau of Operations, City Planning
9 Metrotech Center, Room 7S-14B
Brooklyn NY 11201

718 999 0392
Simon.ressner@fdny.nyc.gov

From: Hallas, Victoria [mailto:VICTORIA.HALLAS@wsp.com]
Sent: Tuesday, May 22, 2018 2:03 PM
To: Ressner, Simon (FDNY)
Cc: Bucich, Nicole A.; Anderson, James B.
Subject: Metro-North Penn Station Access Study - Request for FDNY Information

Captain Ressner,

I am writing to follow up on the Penn Station Access Study (http://web.mta.info/mta/planning/psas/) that was discussed with you back in 2013. My colleague, Max Sokol, originally contacted you regarding this project, which involves running Metro-North New Haven Line service along Amtrak's existing Hell Gate Line as well as proposing four new Metro-North stations in the eastern Bronx.

We have been working on the engineering for the project and are amidst updating our environmental documentation. We wanted to check in with you to make sure your previous judgement on the project still holds. The previous assumptions that were discussed with you about the proposed stations still remain true (no street geometry changes, with access points for pedestrian safety).

I am attaching a letter that describes the project in a bit more detail and provides a project location map for your reference. Thank you for taking the time to review this project and I would appreciate your response at your earliest convenience.

Please feel free to reach out to me directly should you have any questions.

Best,

Victoria Hallas, LEED AP ND
Planner

Phone: 212-465-5615

WSP USA
One Penn Plaza, 2nd Floor
New York, NY 10119

OFFICE OF PARKS, RECREATION / HISTORIC PRESERVATION
NEW YORK STATE
Bernadette Castro
Commissioner

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

October 23, 2002

Todd DiScala
Project Manager
Metro-North Railroad
347 Madison Avenue
New York, NY 10017-3739

RE: Metro-North Penn Station Access Major Investment Study/Draft EIS
Section 106 Coordination
99PR03265

Dear Mr. DiScala:

Thank you for requesting the comments of the State Historic Preservation Office (SHPO) for the proposed Penn Station Access Project. Because the Federal Transit Authority is involved in the undertaking, we are reviewing the project in accordance with Section 106 of the National Historic Preservation Act of 1966 and relevant implementing regulations.

The project proposes to connect the Hudson Line and the New Haven Line to Penn Station via Amtrak's Empire and Hell Gate Lines, respectively. In total, five new intermediate stations are under consideration: Co-op City, Parkchester, Hunts Point, West 125th Street, and West 62nd Street. Our August 5, 2002 site visits to these locations provided me with a clear understanding of the formal Areas of Potential Effect (APE). The OPRHP concurs with the five APEs described in the "Definition of Area of Potential Effect" and illustrated on Sanborn maps and aerial photographs. Because the preferred location for the West 125th Street Station has been moved south of St Claire Place, the SHPO believes that the buildings identified for further study north of St. Claire Place no longer require further evaluation.

The SHPO will continue its review of this undertaking when it receives the archeology survey information, which I understand is currently being compiled.

Thank you again for your assistance. If you have any questions, feel free to call me at (518) 237-8643, ext. 3282. Please refer to the SHPO Project Review (PR) number in any future correspondences regarding this project.

Sincerely,

Greg Donofrio
Historic Sites Restoration Coordinator
(greg.donofrio@oprhp.state.ny.us)

CC: Lynn Drobbin, Lynn Drobbin & Associates (by email)
J. Versenyi, Parsons Brinckerhoff Quade & Douglas, Inc. (by email)
Nancy Danzig, FTA

11/14/2002 11:33 FAX

THE CITY OF NEW YORK LANDMARKS PRESERVATION COMMISSION
1 Centre St., 9N, New York, NY 10007 (212) 669-7700

ENVIRONMENTAL REVIEW

FTA/ 106-Y — 10/29/02
PROJECT NUMBER — DATE RECEIVED

Metro-North Penn Station Access

Properties With No Architectural or Archaeological Significance:

0 HUNTS POINT
0 CO-OP CITY
0 W 62 ST.

The Following Properties Possess Architectural ~~or Archaeological~~ Significance:

0 W 125 ST

COMMENTS: Adjacent to the APE is Riverside Park and Riverside Drive, both LPC and S/NR listed.

0 PARKCHESTER

COMMENTS: Adjacent to the APE is the Parkchester Apt. Complex, which appears eligible for LPC and S/NR listing.

Gina Santucci — 11/08/02
SIGNATURE — DATE

cc: SHPO

NOV 14 2002 11:11 — PAGE.02

12/11/2002 17:30 FAX 002

THE CITY OF NEW YORK LANDMARKS PRESERVATION COMMISSION
1 Centre St., 9N, New York, NY 10007 (212) 669-7700

ENVIRONMENTAL REVIEW

FTA /106-Y — 11/19/02
PROJECT NUMBER — DATE RECEIVED

PROJECT 125 ST: METRO NORTH PENN STATION ACCESS

[ ] No architectural significance

No archaeological significance

[X] Designated New York City Landmark or Within Designated Historic District

[X] Listed on National Register of Historic Places

[ ] Appears to be eligible for National Register Listing and/or New York City Landmark Designation

[ ] May be archaeologically significant; requesting additional materials

COMMENTS

The LPC is in receipt of the Historic Architectural Resources Background Study (HARB) dated November, 2002. The text is acceptable.

[Revised findings] The project site and APE are located within the Riverside Park and Riverside Drive Scenic Landmark, LPC and S/NR listed. The LPC shall be contacted for review and comment on proposed work within the landmark site.

The LPC defers to the SHPO regarding findings of significance for the New York City West Side Freight Line Viaduct.

cc: SHPO

Elisa Sautucci — 12/06/02
SIGNATURE — DATE

DEC 11 2002 17:03 PAGE.02

OFFICE OF PARKS · RECREATION · HISTORIC PRESERVATION
NEW YORK STATE
Bernadette Castro
Commissioner

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

December 6, 2002

Todd DiScala
Metro-North Railroad
347 Madison Ave.
New York, NY 10017-3739

Dear Mr. DiScala

Re: MTA
Metro North Penn Station Access
Major Investment Study/DEIS (MIS/DEIS)
Phase IA Archeological Assessments for 5 Sites
99PR03265

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP) with regard to the potential for this project to affect significant historical/cultural resources. OPRHP has reviewed the five Phase IA archaeological reports prepared by Historical Perspectives, Inc. for the five properties listed in Table 1. OPRHP concurs with the recommendations of each report as listed in Table 1.

Table 1. Project Locations and ORPHP recommendations

Project Location	Recommendation
West 125th Street Station Site	No further archaeological concerns
West 62nd Street Station Site	Phase 1B testing needed if impacts extend deeper than 10 feet. Provide documentation of depth of impacts.
Co-op City Station Site	Soil borings should be completed and Phase 1B testing undertaken if the bores indicate intact soil horizons are present within depth of project impact
Parkchester Station Site	No further archaeological concerns
Hunts Point Station Site	No further archaeological concerns

Please contact me at extension 3291 if you have any questions regarding these comments.

Sincerely

Douglas P. Mackey
Historic Preservation Program Analyst
Archaeology

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

NEW YORK STATE
Bernadette Castro
Commissioner

December 9, 2002

Todd DiScala
Project Manager
MTA Metro-North Railroad
347 Madison Avenue
New York, NY 10017-3739

RE: Metro-North Penn Station Access Project
EIS
Section 106 Coordination/Historic Architectural Resources Background Study
99PR03265

Dear Mr. DiScala:

Thank you for requesting the comments of the State Historic Preservation Office (SHPO) for the proposed Penn Station Access Project. Because the Federal Transit Authority is involved in the undertaking, we are reviewing the project in accordance with Section 106 of the National Historic Preservation Act of 1966 and relevant implementing regulations.

The SHPO concurs with the findings of the Historic Architectural Resources Background Study. We will continue our review of the project when we receive a copy of the Effects Assessment.

If you have any questions, feel free to call me at (518) 237-8643, ext. 3266. Please refer to the SHPO Project Review (PR) number in any future correspondences regarding this project.

Sincerely,

Kathleen A. Howe

Kathleen A. Howe
Historic Preservation Specialist

CC: Lynn Drobbin, Lynn Drobbin & Associates
Nancy Danzig, FTA
Gina Santucci, NYC LPC

04/14/2003 11:00 FAX 002

OFFICE OF PARKS · RECREATION · HISTORIC PRESERVATION
NEW YORK STATE
Bernadette Castro
Commissioner

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island, PO Box 189, Waterford, New York 12188-0189 518-237-8643

March 26, 2003

Todd DiScala
Project Manager
Metro-North Railroad
347 Madison Avenue
New York, NY 10017-3739

RE: Metro-North Penn Station Access Major Investment Study/Draft
Section 106 Effects Assessment
99PR03265

Dear Mr. DiScala:

Thank you for providing the State Historic Preservation Office (SHPO) with effects assessment documentation for the proposed Metro-North Railroad Penn Station Access Project. Because the Federal Transit Authority is involved in the undertaking, we are reviewing the project in accordance with Section 106 of the National Historic Preservation Act of 1966 and relevant implementing regulations.

The SHPO concurs with Metro-North Railroad's determinations of effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places. This concurrence is based upon the provision that the following archeology recommendations are followed at the West 62nd Street Station Site and the Co-op City Station Site, as is described in the project DEIS:

West 125th Street Station:
Adverse Effect triggered by the taking of a portion of the National Register-listed Riverside Park and Drive.

West 62nd Street Station Site:
No Effect if Phase 1B testing is conducted if impacts extend deeper than 10 feet.

Co-op City Station Site:
If soil borings indicate intact soil horizons are present within depth of project impact, Phase 1B testing must be undertaken. If this condition is met, this portion of the project will have No Effect.

Parkchester Station:
No Effect.

Hunts Point Station:
No Effect.

The SHPO believes that any Adverse Effect triggered by the taking of a portion of the National Register-listed Riverside Park and Drive will be appropriately mitigated by the measures described on page 24 of the "Section 106 Effects Assessment" report [Lynn Drobbin & Associates, Feb. 2003]. These measures include designing the new station to be contemporary but compatible with the character-defining features of Riverside Park and Drive. A detailed landscape design will also be prepared. The landscape design and station design will be submitted to the SHPO for review and comment and presented to the New York City Department of Parks and Recreation and the local Community Board. Community input into these designs should be taken into account where appropriate and feasible.

APR 14 2003 11:43 PAGE.02

When these designs are submitted to the SHPO for review, we request a brief narrative explanation of how the stations and landscape modifications have been designed to be compatible with the character-defining features of the Riverside Park and Drive. Also, to complete its file for this review, the SHPO received a copy of your exploration of alternatives that would avoid or mitigate the Adverse Effect to the West 125th Street portion of the project. The technical desirability of this location appears clear and well documented.

Lastly, the SHPO requests that the Memorandum of Agreement described on page 24 of the Effects Assessment be prepared in draft form by Metro-North in consultation with FTA. This draft should then be submitted to the SHPO for review and comment.

Thank you again for your assistance. If you have any questions, feel free to call me at (518) 237-8643, ext. 3282. Please refer to the SHPO Project Review (PR) number in any future correspondences regarding this project.

Sincerely,

Greg Donofrio
Historic Sites Restoration Coordinator
(greg.donofrio@oprhp.state.ny.us)

CC: Lynn Drobbin, Lynn Drobbin & Associates
Nancy Danzig, FTA

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
http://www.fws.gov/northeast/nyfo/es/section7.htm

In Reply Refer To: July 14, 2020
Consultation Code: 05E1NY00-2018-SLI-3293
Event Code: 05E1NY00-2020-E-10920
Project Name: MTA Penn Station Access Project

Subject: Updated list of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 *et seq.*). This list can also be used to determine whether listed species may be present for projects without federal agency involvement. New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list.

Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the ESA, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC site at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list. If listed, proposed, or candidate species were identified as potentially occurring in the project area, coordination with our office is encouraged. Information on the steps involved with assessing potential impacts from projects can be found at: http://www.fws.gov/northeast/nyfo/es/section7.htm

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/

eagle_guidance.html). Additionally, wind energy projects should follow the Services wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the ESA. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
(607) 753-9334

This project's location is within the jurisdiction of multiple offices. Expect additional species list documents from the following office, and expect that the species and critical habitats in each document reflect only those that fall in the office's jurisdiction:

Long Island Ecological Services Field Office
340 Smith Road
Shirley, NY 11967-2258
(631) 286-0485

Project Summary

Consultation Code: 05E1NY00-2018-SLI-3293

Event Code: 05E1NY00-2020-E-10920

Project Name: MTA Penn Station Access Project

Project Type: TRANSPORTATION

Project Description: The Metropolitan Transportation Authority Capital Construction (MTACC) and Metro-North Railroad are advancing the environmental review of the proposed Penn Station Access Project ("Proposed Project"). The Proposed Project would create a new Metro-North Railroad link directly into Penn Station. The Proposed Project generally extends from Sunnyside Yards in Queens along the Hell Gate Line right-of-way to New Rochelle, Westchester. The Proposed Project would include the construction of new passenger tracks along a five-mile segment of the Hell Gate Line right-of-way and four new passenger stations. Other elements that would be constructed or modified as part of the Proposed Project include: interlockings, rail bridges, traction power, signal upgrades, yards, and facilities. All project elements are anticipated to be located within the existing rail right-of-way.

The Federal Transit Administration (FTA) is the lead federal agency for the environmental review, which is being prepared in accordance with the National Environmental Policy Act (NEPA). Previous correspondence with the U.S. Fish and Wildlife Service (USFWS) for the Proposed Project occurred in June 2013 and is attached. Due to the passage of time, MTACC is seeking updated coordination with your office regarding Endangered Species Act (ESA), Migratory Bird Treaty Act of 1918 (MBTA), and Bald and Golden Eagle Protection Act of 1940 (BGEPA) for the proposed station areas (Hunts Point, Parkchester–Van Nest, Morris Park, and Co-op City), because these are the areas in which major construction of Project elements would occur. We request any available information concerning federally-listed threatened or endangered species, species of special concern, and/or any unique habitat under the jurisdiction of USFWS that may occur in the station areas. The information provided by USFWS will be used in the preparation of environmental documentation for the Proposed Project. However, map(s) showing specific locations of sensitive species or habitats developed from lists provided by USFWS will not be published in any document unless permission is granted by the agency.

I would appreciate your response at your earliest convenience and may be

reached at 212-465-5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/place/40.83188693932261N73.88230258310972W

Counties: Bronx, NY | New York, NY | Queens, NY | Westchester, NY

Endangered Species Act Species

There is a total of 0 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Long Island Ecological Services Field Office
340 Smith Road
Shirley, NY 11967-2258
Phone: (631) 286-0485 Fax: (631) 286-4003

In Reply Refer To: July 14, 2020
Consultation Code: 05E1LI00-2018-SLI-0866
Event Code: 05E1LI00-2020-E-01413
Project Name: MTA Penn Station Access Project

Subject: Updated list of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Long Island Ecological Services Field Office
340 Smith Road
Shirley, NY 11967-2258
(631) 286-0485

This project's location is within the jurisdiction of multiple offices. Expect additional species list documents from the following office, and expect that the species and critical habitats in each document reflect only those that fall in the office's jurisdiction:

New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
(607) 753-9334

Project Summary

Consultation Code: 05E1LI00-2018-SLI-0866

Event Code: 05E1LI00-2020-E-01413

Project Name: MTA Penn Station Access Project

Project Type: TRANSPORTATION

Project Description: The Metropolitan Transportation Authority Capital Construction (MTACC) and Metro-North Railroad are advancing the environmental review of the proposed Penn Station Access Project ("Proposed Project"). The Proposed Project would create a new Metro-North Railroad link directly into Penn Station. The Proposed Project generally extends from Sunnyside Yards in Queens along the Hell Gate Line right-of-way to New Rochelle, Westchester. The Proposed Project would include the construction of new passenger tracks along a five-mile segment of the Hell Gate Line right-of-way and four new passenger stations. Other elements that would be constructed or modified as part of the Proposed Project include: interlockings, rail bridges, traction power, signal upgrades, yards, and facilities. All project elements are anticipated to be located within the existing rail right-of-way.

The Federal Transit Administration (FTA) is the lead federal agency for the environmental review, which is being prepared in accordance with the National Environmental Policy Act (NEPA). Previous correspondence with the U.S. Fish and Wildlife Service (USFWS) for the Proposed Project occurred in June 2013 and is attached. Due to the passage of time, MTACC is seeking updated coordination with your office regarding Endangered Species Act (ESA), Migratory Bird Treaty Act of 1918 (MBTA), and Bald and Golden Eagle Protection Act of 1940 (BGEPA) for the proposed station areas (Hunts Point, Parkchester–Van Nest, Morris Park, and Co-op City), because these are the areas in which major construction of Project elements would occur. We request any available information concerning federally-listed threatened or endangered species, species of special concern, and/or any unique habitat under the jurisdiction of USFWS that may occur in the station areas. The information provided by USFWS will be used in the preparation of environmental documentation for the Proposed Project. However, map(s) showing specific locations of sensitive species or habitats developed from lists provided by USFWS will not be published in any document unless permission is granted by the agency.

I would appreciate your response at your earliest convenience and may be

reached at 212-465-5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/place/40.83188693932261N73.88230258310972W

Counties: Bronx, NY | New York, NY | Queens, NY | Westchester, NY

Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Birds

NAME	STATUS
Piping Plover *Charadrius melodus* Population: [Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered. There is **final** critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/6039	Threatened
Red Knot *Calidris canutus rufa* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1864	Threatened
Roseate Tern *Sterna dougallii dougallii* Population: Northeast U.S. nesting population No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2083	Endangered

Flowering Plants

NAME	STATUS
Seabeach Amaranth *Amaranthus pumilus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8549	Threatened

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

2018-09-11

RE: MTA Penn Station Access Project, New York City and Westchester, NY

Mr. David Stilwell, Field Supervisor
U.S. Fish and Wildlife Service
New York Field Office
3817 Luker Road
Cortland, NY 13045

Dear Mr. Stilwell:

The Metropolitan Transportation Authority Capital Construction (MTACC) and Metro-North Railroad are advancing the environmental review of the proposed Penn Station Access Project ("Proposed Project"). The Proposed Project would create a new Metro-North Railroad link directly into Penn Station. The Proposed Project generally extends from Sunnyside Yards in Queens along the Hell Gate Line right-of-way to New Rochelle, Westchester (see **Attachment 1**). The Proposed Project would include the construction of new passenger tracks along a five-mile segment of the Hell Gate Line right-of-way and four new passenger stations. Other elements that would be constructed or modified as part of the Proposed Project include: interlockings, rail bridges, traction power, signal upgrades, yards, and facilities. All project elements are anticipated to be located within the existing rail right-of-way.

The Federal Transit Administration (FTA) is the lead federal agency for the environmental review, which is being prepared in accordance with the National Environmental Policy Act (NEPA). Previous correspondence with the U.S. Fish and Wildlife Service (USFWS) for the Proposed Project occurred in June 2013 and is attached (see **Attachment 2**). Due to the passage of time, MTACC is seeking updated coordination with your office regarding Endangered Species Act (ESA), Migratory Bird Treaty Act of 1918 (MBTA), and Bald and Golden Eagle Protection Act of 1940 (BGEPA) for the proposed station areas (Hunts Point, Parkchester–Van Nest, Morris Park, and Co-op City), because these are the areas in which major construction of Project elements would occur. We request any available information concerning federally-listed threatened or endangered species, species of special concern, and/or any unique habitat under the jurisdiction of USFWS that may occur in the station areas. The information provided by USFWS will be used in the preparation of environmental documentation for the Proposed Project. However, map(s) showing specific locations of sensitive species or habitats developed from lists provided by USFWS will not be published in any document unless permission is granted by the agency.

I would appreciate your response at your earliest convenience and may be reached at 212-465 5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

One Penn Plaza
New York, NY 10119
Tel.: +1 212 465-5000

wsp.com

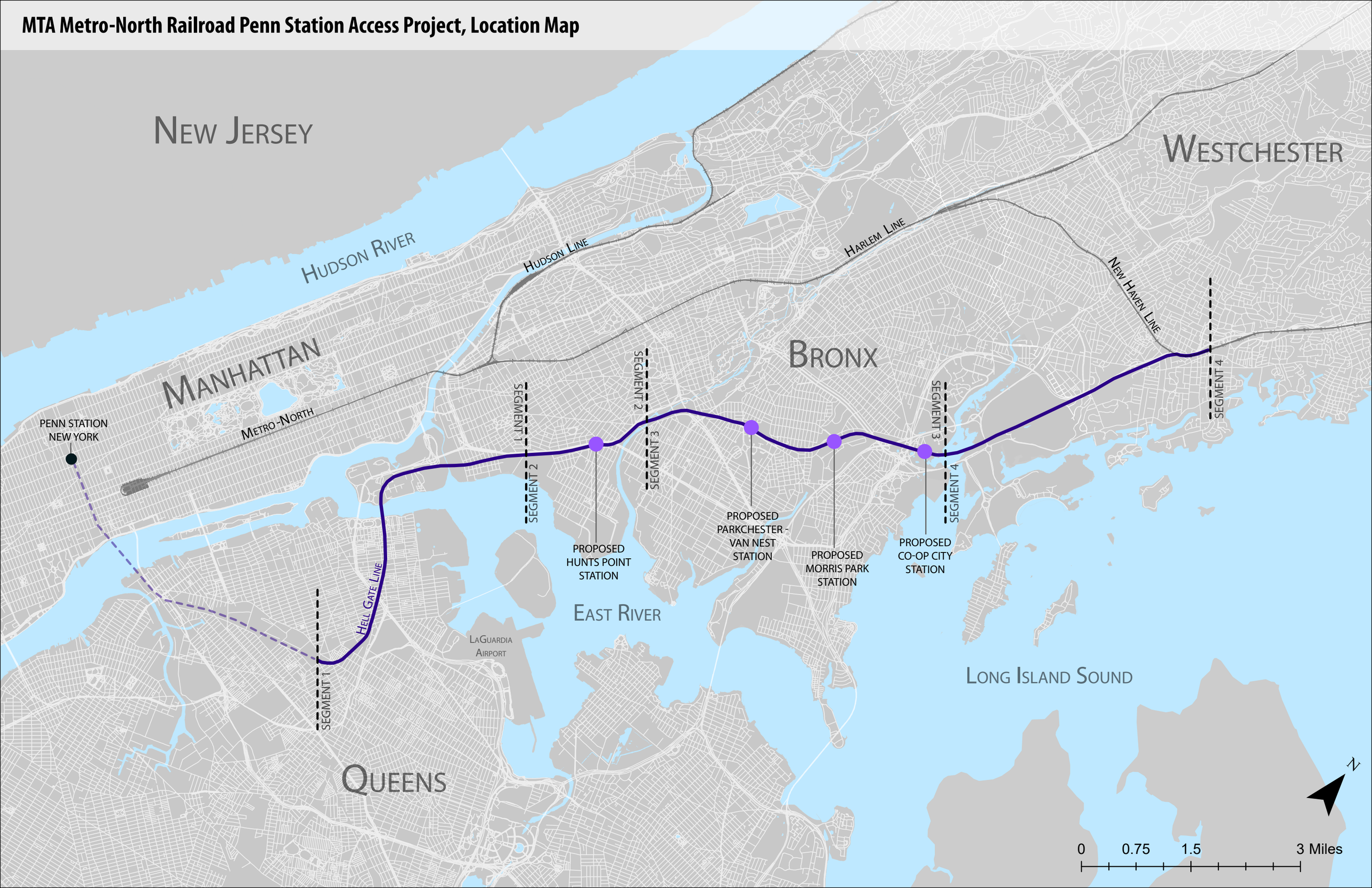
Kind regards,

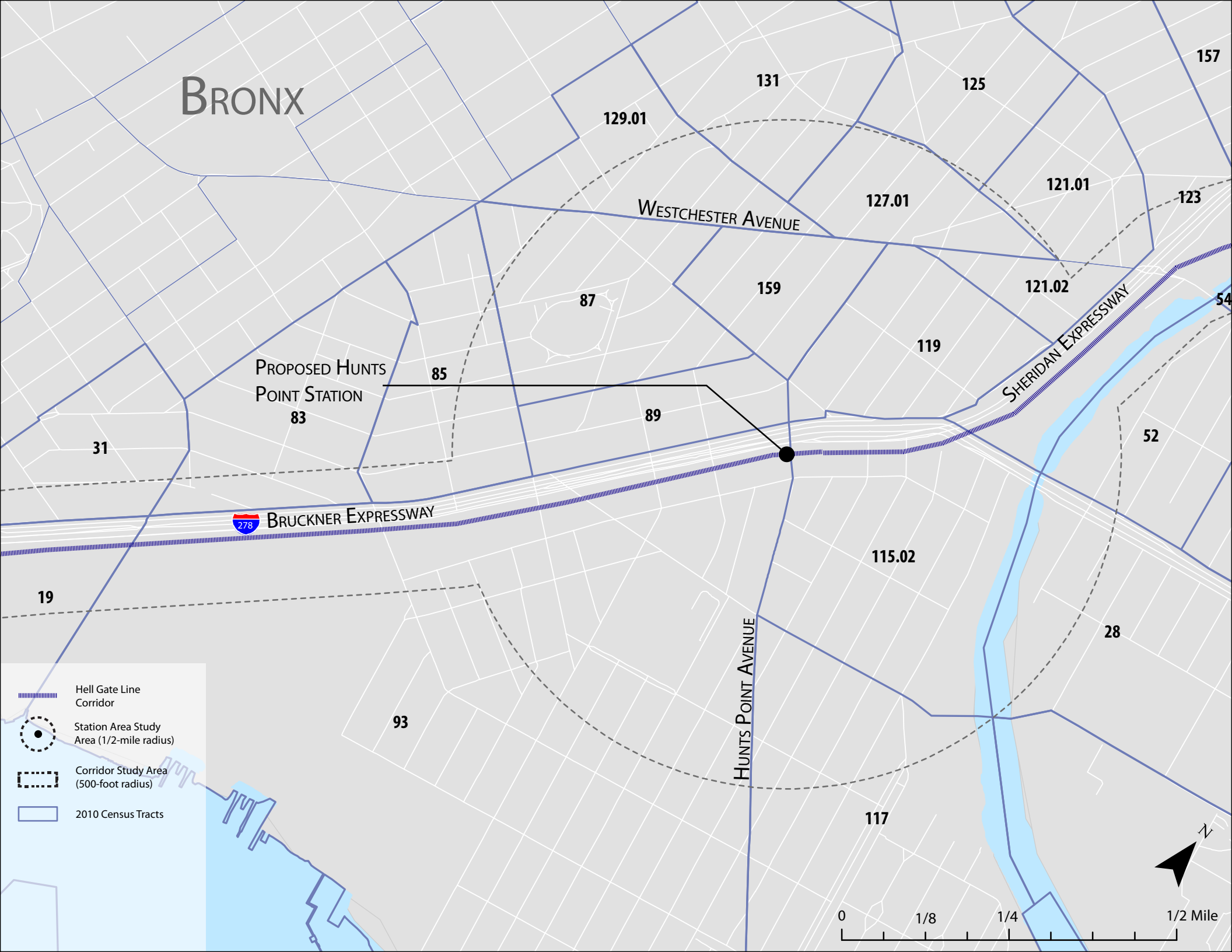
Victoria Hallas
WSP USA Inc.

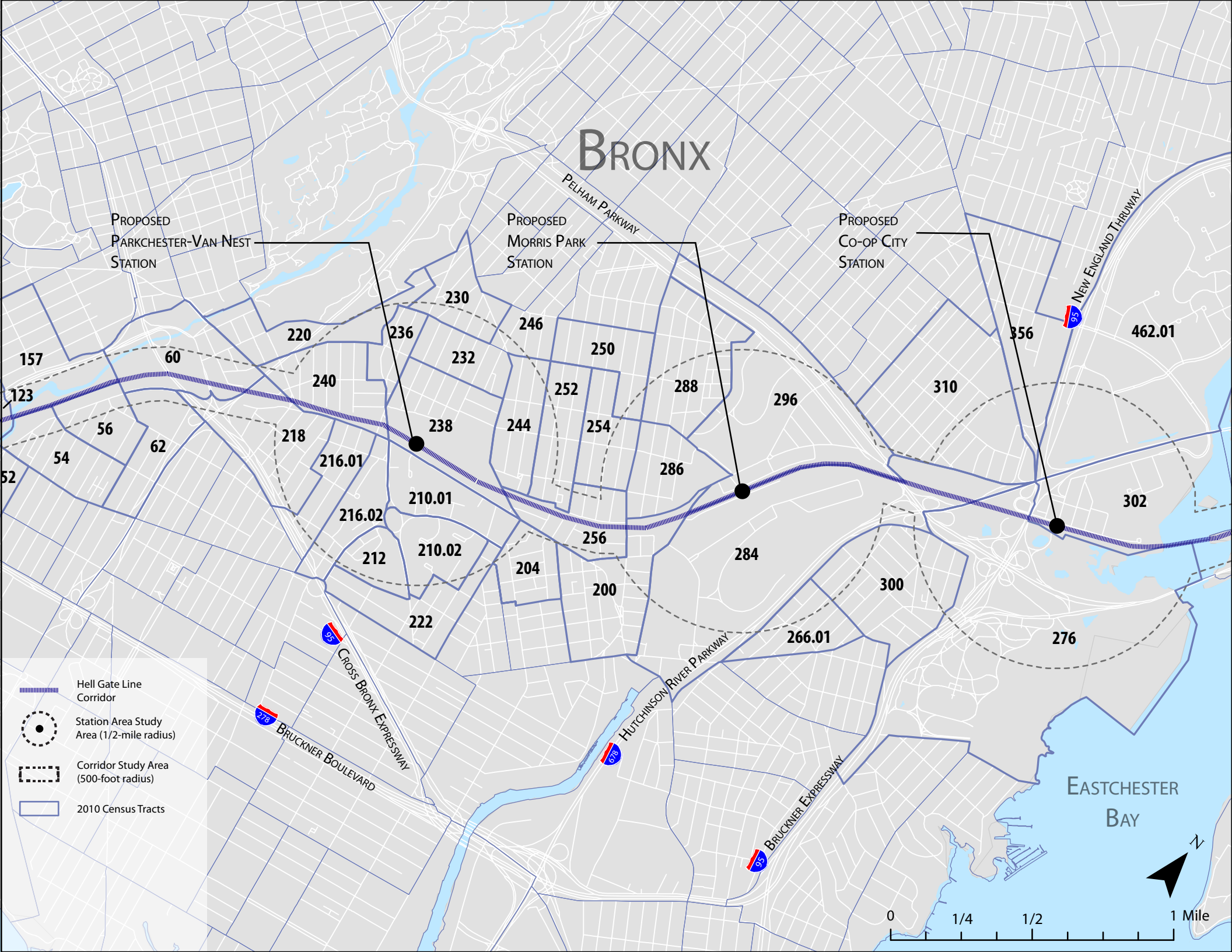
cc: James Anderson, WSP USA Inc.
Nicole Bucich, WSP USA Inc.
Nicole Weymouth, WSP USA Inc.
Robert Conway, MTA
Linda Corcoran, MTA
James Richardson, Metro-North

ATTACHMENT A – FIGURES

MTA Metro-North Railroad Penn Station Access Project, Location Map




BRONX
131
125
157
129.01
121.01
123
127.01
WESTCHESTER AVENUE
159
121.02
87
54
119
SHERIDAN EXPRESSWAY
PROPOSED HUNTS POINT STATION
85
83
89
52
31
278
BRUCKNER EXPRESSWAY
115.02
19
28
HUNTS POINT AVENUE
93
117
Hell Gate Line Corridor
Station Area Study Area (1/2-mile radius)
Corridor Study Area (500-foot radius)
2010 Census Tracts
N
0
1/8
1/4
1/2 Mile


Bronx
Proposed Parkchester-Van Nest Station
Proposed Morris Park Station
Proposed Co-op City Station
Pelham Parkway
New England Thruway
Cross Bronx Expressway
Bruckner Boulevard
Hutchinson River Parkway
Bruckner Expressway
Eastchester Bay
Hell Gate Line Corridor
Station Area Study Area (1/2-mile radius)
Corridor Study Area (500-foot radius)
2010 Census Tracts
0
1/4
1/2
1 Mile
N

ATTACHMENT B – PREVIOUS AGENCY CORRESPONDENCE

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Long Island Field Office
340 Smith Road
Shirley, NY 11967
Phone: (631) 286-0485 Fax: (631) 286-4003

To: Maxwell L. Sokol, Parsons Brinckerhoff Date: 6/20/2013

USFWS File No: 13149C-13190E

Regarding your: ☒ letter ☐ FAX ☐ E-mail dated: 06/13/2013

For project: Metro-North Penn Station Access

Located: Vicinity of Co-Op City, Morris Park, Parkchester/Van Nest, Hunts Point

In Town/County: Kings/Queens/New York Counties, NY

Pursuant to the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*), the U.S. Fish and Wildlife Service (Service):

☒ Acknowledges receipt of your "no effect" determination. No further ESA coordination or consultation is required.

☐ Acknowledges receipt of your determination. Please provide copy of your determination and supporting materials to any involved Federal agency for their final ESA determination.

☐ Is taking no action pursuant to ESA or any other legislation at this time but would like to be kept informed of project developments.

☐ Did not receive a copy of, or notification of, completion of the U.S. Army Corps of Engineers' (Corps) determination regarding whether listed species/suitable habitat are present and affected by this proposed permit authorization. As you are aware, it is not mandatory for action agencies to notify the Service of situations of "no effect;" however, it is important that the Corps retain a copy of, and justification for, that determination in its files. Unless the Corps includes that determination in language in the project's proposed Letter of Permission Notice or Public Notice, or notifies us by other letters, emails, or FAXes, the Service will take no action or make any determination pursuant to the ESA regarding this proposed authorization.

As a reminder, until the proposed project is complete, we recommend that you check our website (http://www.fws.gov/northeast/nyfo/es/section7.htm) every 90 days from the date of the date of this letter to ensure that listed species presence/absence information for the proposed project area is current. Should project plans change or additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered.

Pursuant to the Fish and Wildlife Coordination Act (FWCA) (48 Stat. 401, as amended; 16 U.S.C. 661 *et seq.*), the Service:

☐ Requests additional time for review.

☐ Is providing FWCA comments (see attached).

☐ Will provide FWCA comments separately.

☐ Is taking no action pursuant to FWCA due to lack of funding.

☐ Has no objection pursuant to the FWCA.

☐ Is taking no action pursuant to the FWCA at this time but would like to be kept informed of project developments

By: Steven F PAPA Date: August 2 2013

Supervisor: Date:

PARSONS BRINCKERHOFF

One Penn Plaza
New York, NY 10119
Main: 212-465-5000
Fax: 212-465-5096

www.pbworld.com

June 12, 2013

Mr. David A. Stilwell, Field Supervisor
U.S. Fish & Wildlife Service, New York Field Office
3817 Luker Road
Cortland, NY 13045

Re: **Metro-North Penn Station Access Study - Request for U.S. Fish & Wildlife Service Information**

Dear Mr. Stilwell:

Parsons Brinckerhoff, Inc., is a consultant to the Metropolitan Transportation Authority (MTA) Metro-North Railroad for an environmental study of proposed New Haven Line service, via Amtrak's Hell Gate Line, to Penn Station, New York. The proposed service includes new commuter rail stations in the vicinities of Co-op City, Morris Park, Parkchester/Van Nest, and Hunts Point. The station facilities would be consistent with those at existing Metro-North Railroad stations in the Bronx, with a platform, overhead canopy, encased elevator, and staircase. The new stations would be located within the existing rail rights-of-way and there would be no station houses. The intersections that are closest to the access point of the proposed stations are: Erskine Place and De Reimer Avenue (Co-op City); Bassett Avenue and Morris Park Avenue (Morris Park); East Tremont Avenue and Dogwood Drive (Parkchester/Van Nest); and Bruckner Boulevard and Hunts Point Avenue (Hunts Point). Please refer to the attached figures showing the proposed station locations and vicinities. Also attached is a letter dated August 6, 2002, in response to a previous request for information during an earlier phase of project planning.

For the study's assessment of natural resources in the areas of the currently proposed stations, I am writing to request the following information with respect to the potential presence of endangered or threatened species:

1. Are any Federally listed or proposed endangered or threatened species under your jurisdiction known to exist in the vicinities of the proposed commuter rail stations?
2. Are any habitats in the vicinities of the proposed commuter rail stations currently designated or proposed "critical habitats" in accordance with provisions of the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.)?

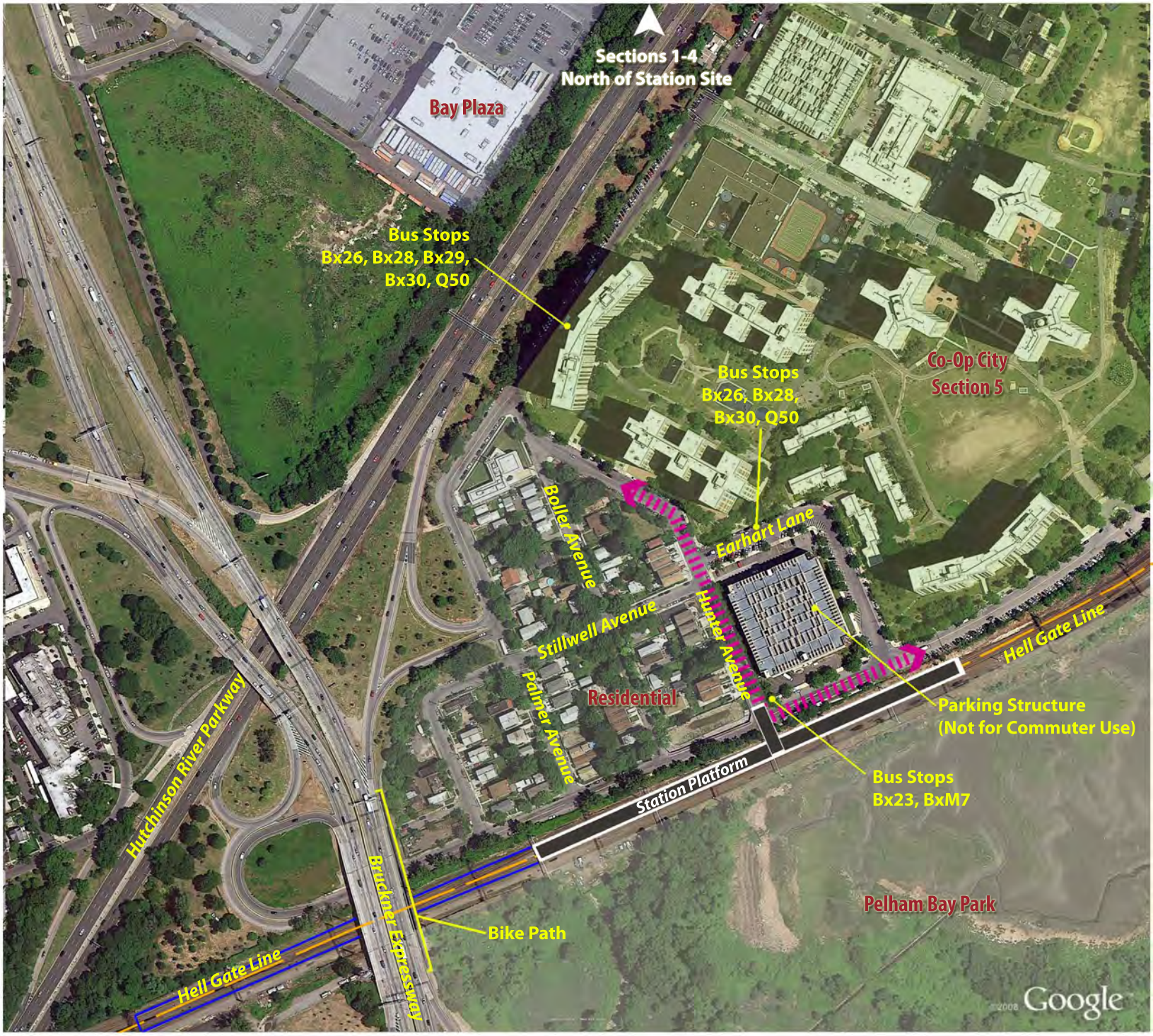
I would appreciate your response at your earliest convenience and may be reached at 212-465-5138 if you have any questions concerning the above. If you have any questions regarding the study, please contact Mr. Todd DiScala, Metro-North Railroad, at 212-499-4490.

Sincerely,
PARSONS BRINCKERHOFF, INC.

Maxwell L. Sokol
Planner

cc: T. DiScala, K. Timko, Metro-North Railroad
J. Versenyi, Parsons Brinckerhoff, Inc.

Proposed Metro-North Co-op City Station

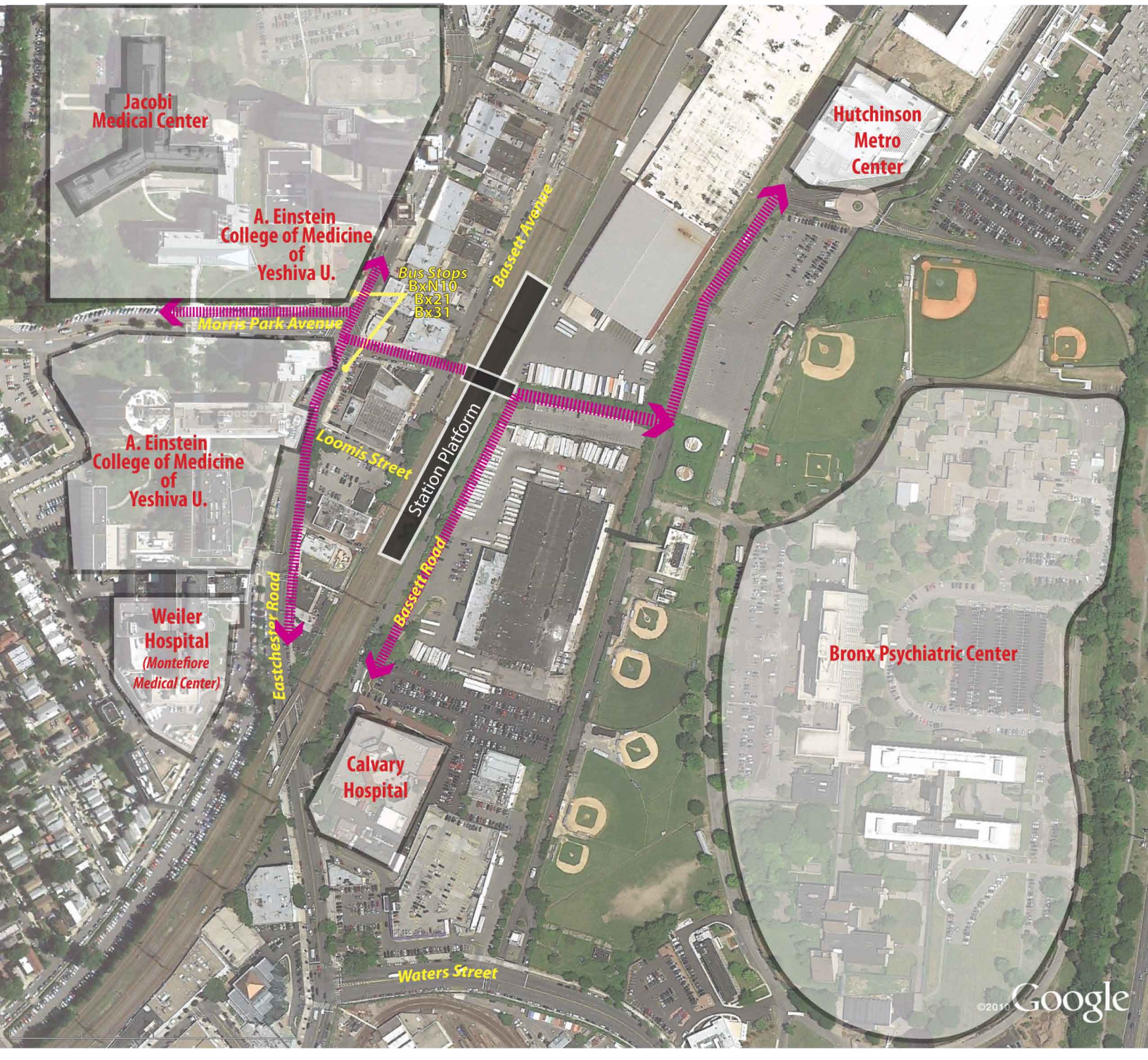


= Potential Station Relocation Area

= Pedestrian Route

MTA Metro-North Railroad

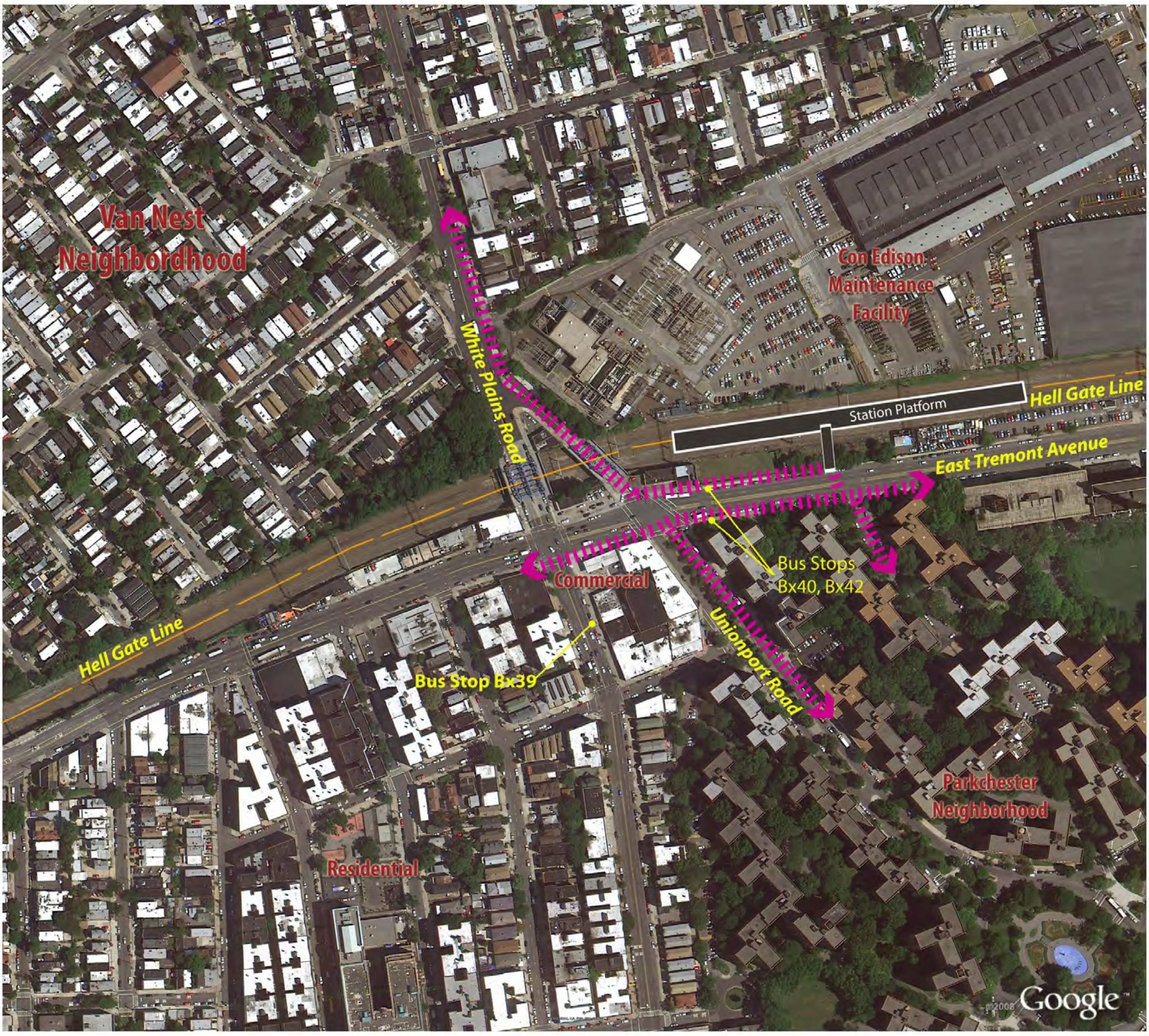
Proposed Metro-North Morris Park Station



= Pedestrian Route

Metro-North Railroad

Proposed Metro-North Parkchester/Van Nest Station



= Pedestrian Route

MTA Metro-North Railroad

Proposed Metro-North Hunts Point Station

= Pedestrian Route

MTA Metro-North Railroad

United States Department of the Interior

FISH AND WILDLIFE SERVICE
3817 LUKER ROAD
CORTLAND, NY 13045

August 6, 2002

Ms. Kathleen Gralton
Planner
Edwards and Kelcey
1501 Broadway, 6th Floor
New York, NY 10036

Dear Ms. Gralton:

This responds to your transmittal of July 25, 2002, requesting information on the presence of endangered or threatened species in the vicinity of commuter rail stations proposed at the following locations:

1. Hunts Point Station in an area bounded by Aldus Street, Whittier Street, Lafayette Avenue, and Tiffany Street in the Borough of the Bronx, Bronx County, New York.

2. Parkchester Station in an area bounded by Morris Park Avenue, Bronxdale Avenue, and the intersections of Metropolitan Avenue with Unionport Road, and Theriot Avenue with Garfield Street in the Borough of the Bronx, Bronx County, New York.

3. Co-Op City Station in an area bounded by Einstein Loop, Pelham Bay, Pelham Bay Park, Bruckner Expressway, and the Hutchinson River Parkway in the Borough of the Bronx, Bronx County, New York.

4. West 125th Street Station in an area bounded by West 134th Street, Broadway, West 122nd Street, and the Hudson River on Manhattan Island, New York County, New York.

5. West 59th Street Station in an area bounded by West 66th Street, 10th Avenue, West 57th Street, and the Hudson River on Manhattan Island, New York County, New York.

Except for occasional transient individuals, no Federally listed or proposed endangered or threatened species under our jurisdiction are known to exist in the respective project impact areas. In addition, no habitat in the respective project impact areas is currently designated or proposed "critical habitat" in accordance with provisions of the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). Therefore, no Biological Assessment or further Section 7 consultation under the Endangered Species Act is required with the U.S. Fish and Wildlife Service (Service). Should project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered.

The above comments pertaining to endangered species under our jurisdiction are provided pursuant to the Endangered Species Act. This response does not preclude additional Service comments under other legislation.

Federally listed endangered and threatened marine species may be found near the project areas on Manhattan Island. These species are under the jurisdiction of the National Marine Fisheries Service. You should contact Mr. Stanley Gorski, Habitat and Protected Resources Division, Area Coordinator, National Marine Fisheries Service, James J. Howard Marine Sciences Laboratory, 74 Magruder Road, Highlands, NJ 07732, for additional information (telephone: [732] 872-3037).

For additional information on fish and wildlife resources or State-listed species, we suggest you contact the appropriate New York State Department of Environmental Conservation regional office(s) as shown on the enclosed map, and:

New York State Department of Environmental Conservation
New York Natural Heritage Program Information Services
625 Broadway
Albany, NY 12233
(518) 402-8935

Since wetlands may be present, you are advised that National Wetlands Inventory (NWI) maps may or may not be available for the respective project areas. However, while the NWI maps are reasonably accurate, they should not be used in lieu of field surveys for determining the presence of wetlands or delineating wetland boundaries for Federal regulatory purposes. Copies of specific NWI maps can be obtained from:

Cornell Institute for Resource Information Systems
302 Rice Hall
Cornell University
Ithaca, NY 14853
(607) 255-4864

Work in certain waters and wetlands of the United States may require a permit from the U.S. Army Corps of Engineers (Corps). If a permit is required, in reviewing the application pursuant to the Fish and Wildlife Coordination Act, the Service may concur, with or without stipulations, or recommend denial of the permit depending upon the potential adverse impacts on fish and wildlife resources associated with project implementation. The need for a Corps permit may be determined by contacting the appropriate Corps office(s) as shown on the enclosed map.

If you require additional information please contact Michael Stoll at (607) 753-9334.

Sincerely,

Mark W. Clough

Acting For

David A. Stilwell
Field Supervisor

Enclosure

cc: NYSDEC, Long Island City, NY (Environmental Permits)
NYSDEC, Albany, NY (Natural Heritage Program)
NMFS, Highlands, NJ (Attn: S. Gerald)
NMFS, Milford, CT (Attn: M. Ludwig)
COE, New York, NY

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

October 15, 2018

Victoria Hallas
WSP USA
One Penn Plaza, 2nd Floor
New York, NY 10119

Re: MTA Penn Station Access Project -- Hell Gate Line and Four Proposed Stations
County: Bronx, Westchester Town/City: City Of New Rochelle, City Of New York

Dear Ms. Hallas:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

Enclosed is a report of rare or state-listed animals and plants, and significant natural communities that our database indicates occur along or in the vicinity of the project site.

For most sites, comprehensive field surveys have not been conducted; the enclosed report only includes records from our database. We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

Our database is continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

The presence of the plants and animals identified in the enclosed report may result in this project requiring additional review or permit conditions. For further guidance, and for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the NYS DEC Region 2 Office, Division of Environmental Permits, at dep.r2@dec.ny.gov.

Sincerely,

Nicholas Conrad
Information Resources Coordinator
New York Natural Heritage Program

1127

The following state-listed animals have been documented in the vicinity of the project site.

The following list includes animals that are listed by NYS as Endangered, Threatened, or Special Concern; and/or that are federally listed or are candidates for federal listing.

For information about any permit considerations for the project, contact the NYSDEC Region 2 Office, Division of Environmental Permits, at dep.r2@dec.ny.gov.

A listing of Regional Offices is at http://www.dec.ny.gov/about/558.html.

The following species has been documented nesting on the Hell Gate Railroad Bridge and the Triborough Bridge.

COMMON NAME	*SCIENTIFIC NAME*	*NY STATE LISTING*	*FEDERAL LISTING*	
Peregrine Falcon *Breeding*	*Falco peregrinus*	Endangered		4548

This report only includes records from the NY Natural Heritage database.

If any rare plants or animals are documented during site visits, we request that information on the observations be provided to the New York Natural Heritage Program so that we may update our database.

Information about many of the listed animals in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, and from NYSDEC at www.dec.ny.gov/animals/7494.html.

The following rare plants and rare animals have been documented at the project site, or in its vicinity.

We recommend that potential impacts of the proposed project on these species or communities be addressed as part of any environmental assessment or review conducted as part of the planning, permitting and approval process, such as reviews conducted under SEQR. Final requirements of the project to avoid, minimize, or mitigate potential impacts are determined by the lead permitting agency or the government body approving the project.

The following animals, while not listed by New York State as Endangered or Threatened, are rare in New York and are of conservation concern.

COMMON NAME	*SCIENTIFIC NAME*	*NY STATE LISTING*	*HERITAGE CONSERVATION STATUS*	
Goose Island, Hutchinson River, 1/10 mile from Hell Gate Line, 1/3 mile from proposed Co-op City Station: A salt marsh island.				
Snowy Egret *Breeding*	*Egretta thula*	Protected Bird	Imperiled in NYS	12539
Glossy Ibis *Breeding*	*Plegadis falcinellus*	Protected Bird	Imperiled in NYS	12540
Little Blue Heron *Breeding*	*Egretta caerulea*	Protected Bird	Imperiled in NYS	12542
Yellow-crowned Night-Heron *Breeding*	*Nyctanassa violacea*	Protected Bird	Imperiled in NYS	12541
Barn Owl *Breeding*	*Tyto alba*	Protected Bird	Critically Imperiled in NYS	
Hutchinson River Parkway Bridge, 1/3 mile from Hell Gate Line, 1/2 mile from proposed Co-op City Station. .				4123

Dragonflies and Damselflies

Seaside Dragonlet	*Erythrodiplax berenice*	Unlisted	Imperiled in NYS	14740
Pelham Bay Park, salt marsh adjacent to Hell Gate Line, 2008-07-25.				

Bees

Yellow Bumble Bee	*Bombus fervidus*	Unlisted	Critically Imperiled in NYS	
Pelham Bay Park, .1 mile from Hell Gate Line and .4 mile from proposed Co-op City Station, 2009-08-14.				14797

The following plants are listed as Endangered or Threatened by New York State, and are a vulnerable natural resource of conservation concern.

COMMON NAME	*SCIENTIFIC NAME*	*NY STATE LISTING*	*HERITAGE CONSERVATION STATUS*
Field Beadgrass	*Paspalum laeve*	Endangered	Critically Imperiled in NYS

Pelham Bay Park, Barton Pell Traffic Circle, .1 mile from Hell Gate Line, 1997-07-03: Roadside lawn. 7621

Yellow Giant-hyssop	*Agastache nepetoides*	Threatened	Imperiled in NYS

Pelham Bay Park, 60 yards from Hell Gate Line, 1997-07-03: Along railroad access road near Hutchinson River Parkway Extension. 9789 4121
and
Pelham Bay Park, 50 yards from Hell Gate Line, 1996-10-31: A deciduous forest.

Wild Pink	*Silene caroliniana* ssp. *pensylvanica*	Threatened	Imperiled in NYS

Pelham Bay Park, 100 yards from Hell Gate Line, 2007-05-10: 2000: The plants are on a rocky knoll dominated by red oak. 13120

This report only includes records from the NY Natural Heritage database. For most sites, comprehensive field surveys have not been conducted, and we cannot provide a definitive statement as to the presence or absence of all rare or state-listed species. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

If any rare plants or animals are documented during site visits, we request that information on the observations be provided to the New York Natural Heritage Program so that we may update our database.

Information about many of the rare animals and plants in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, from NatureServe Explorer at www.natureserve.org/explorer, and from USDA's Plants Database at http://plants.usda.gov/index.html (for plants).

The following rare plants and rare animals have historical records in the vicinity of the Hell Gate Line.

The following rare plants and animals were documented in the vicinity of the project site at one time, but have not been documented there since 1979 or earlier, and/or there is uncertainty regarding their continued presence. There is no recent information on these plants and animals in the vicinity of the project site and their current status there is unknown. In most cases the precise location of the plant or animal in this vicinity at the time it was last documented is also unknown.

If suitable habitat for these plants or animals is present in the vicinity of the project site, it is possible that they may still occur there. We recommend that any field surveys to the site include a search for these species, particularly at sites that are currently undeveloped and may still contain suitable habitat.

COMMON NAME	*SCIENTIFIC NAME*	*NYS LISTING*	*HERITAGE CONSERVATION STATUS*	
Plants				
Slender Blue Flag	*Iris prismatica*	Threatened	Imperiled in NYS	
1947-06-12: Pelham Bay. Marsh.				7820
Virginia Three-seeded Mercury	*Acalypha virginica*	Endangered	Critically Imperiled in NYS	
1954-10-10: Pelham Bay. Specimen label: Pelham Bay Park.				9842
Annual Saltmarsh Aster	*Symphyotrichum subulatum* var. *subulatum*	Threatened	Imperiled in NYS	
1946-09-26: Pelham Bay. Salt marsh.				7871
Violet Wood Sorrel	*Oxalis violacea*	Threatened	Imperiled in NYS	
1947-05-31: Pelham Bay. Edge of woodland.				7217

Information about many of the rare animals and plants in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, from NatureServe Explorer at www.natureserve.org/explorer, and from USDA's Plants Database at http://plants.usda.gov/index.html (for plants).

2018-09-12

RE: MTA Penn Station Access Project, New York City and Westchester, NY

Mr. Nicholas Conrad, Information Resources Coordinator
New York Heritage Program
New York State Department of Environmental Conservation
625 Broadway, 5th Floor
Albany, New York 12233

Dear Mr. Conrad:

The Metropolitan Transportation Authority Capital Construction (MTACC) and Metro-North Railroad are advancing the environmental review of the proposed Penn Station Access Project ("Proposed Project"). The Proposed Project would create a new Metro-North Railroad link directly into Penn Station. The Proposed Project generally extends from Sunnyside Yards in Queens along the Hell Gate Line right-of-way to New Rochelle, Westchester (see **Attachment 1**). The Proposed Project would include the construction of new passenger tracks along a five-mile segment of the Hell Gate Line right-of-way and four new passenger stations. Other elements that would be constructed or modified as part of the Proposed Project include: interlockings, rail bridges, traction power, signal upgrades, yards, and facilities. All project elements are anticipated to be located within the existing rail right-of-way.

The Federal Transit Administration (FTA) is the lead federal agency for the environmental review, which is being prepared in accordance with the National Environmental Policy Act (NEPA). Previous New York State Department of Environmental Conservation correspondence for the Proposed Project occurred in June 2013 regarding the proposed station locations (Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City) and is attached (see **Attachment 2**). Due to the passage of time, MTACC respectfully requests updated information regarding any state-listed threatened or endangered species, species of special concern, and habitats of special concern in the vicinity of the proposed station locations. The information provided by New York Natural Heritage Program will be used in the preparation of environmental documentation for the Proposed Project. However, map(s) showing specific locations of sensitive species or habitats will not be published in any document unless permission is granted by the agency.

I would appreciate your response at your earliest convenience and may be reached at 212-465 5615 if you have any questions concerning the above. If you have any questions regarding the study, please contact James Richardson, Metro-North Railroad, at 212-499-4474 or jrichardson@mnr.org.

One Penn Plaza
New York, NY 10119
Tel.: +1 212 465-5000

wsp.com

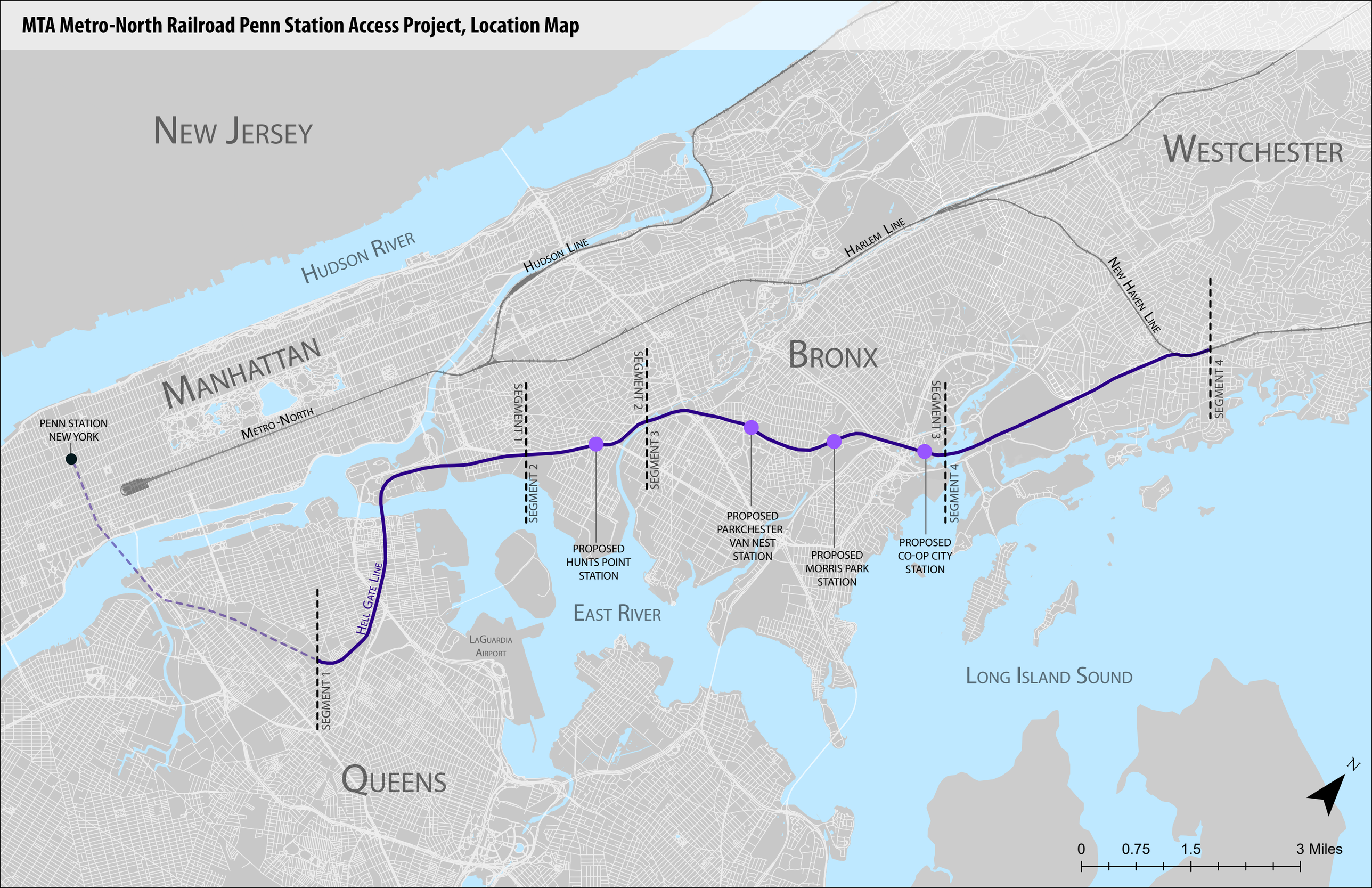
Kind regards,

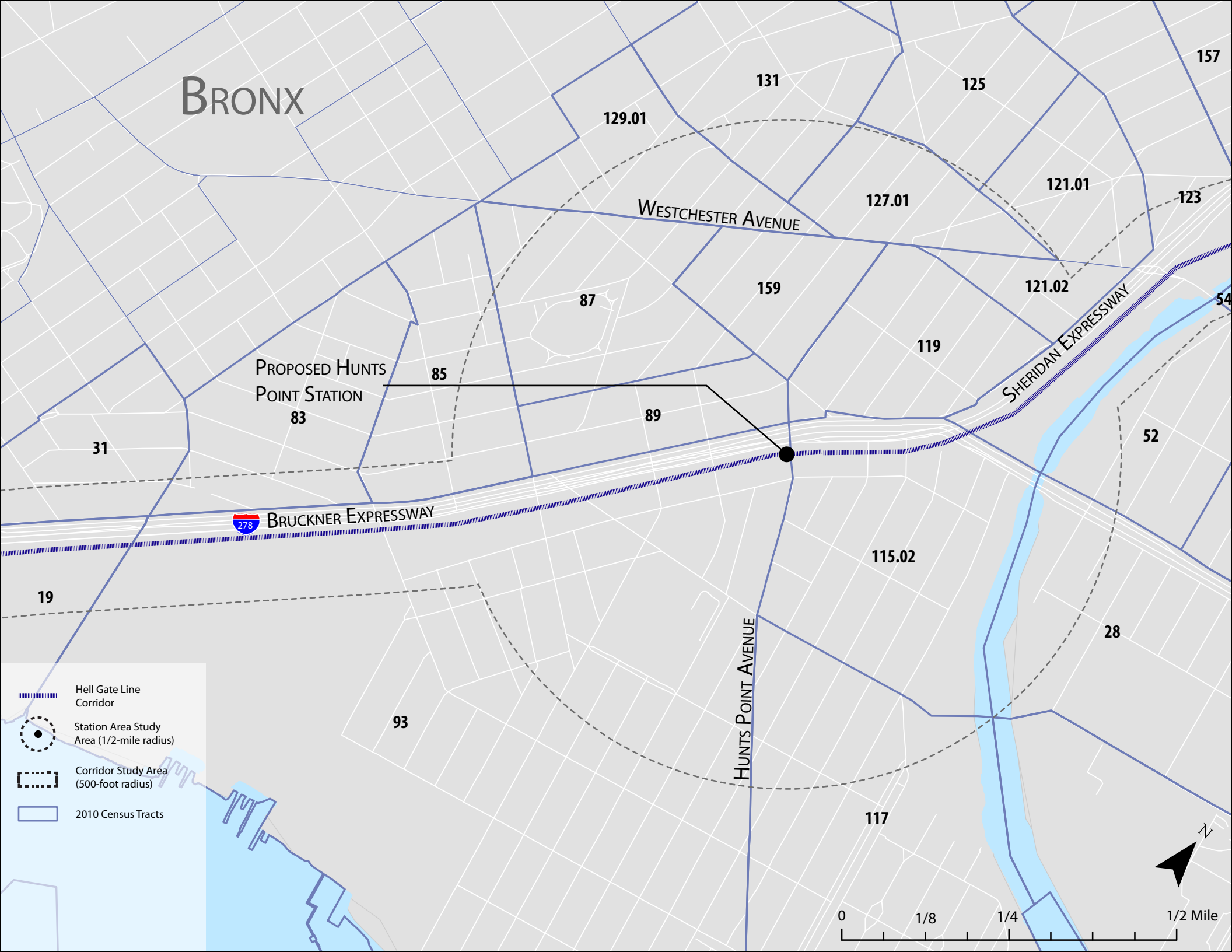
Victoria Hallas
WSP USA Inc.

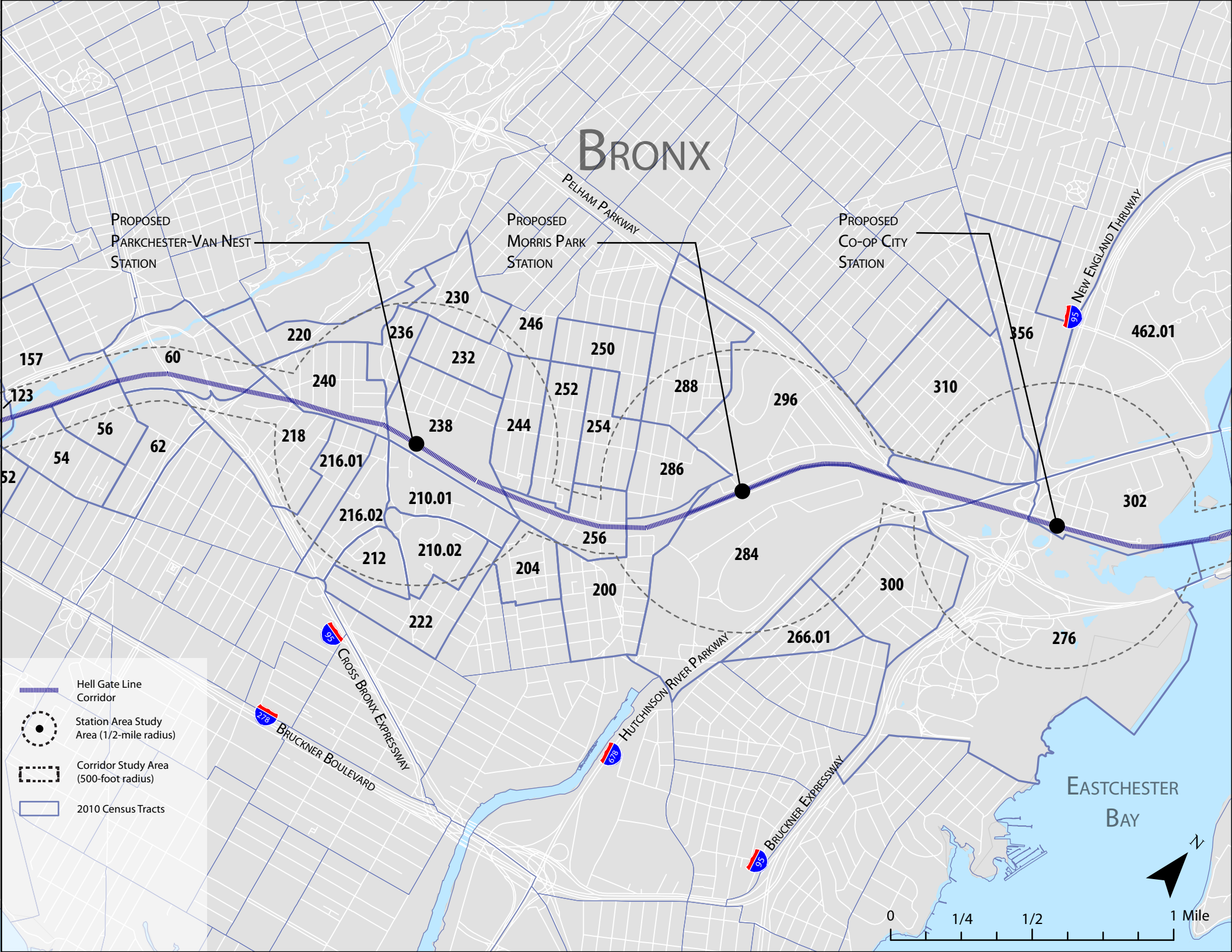
cc: James Anderson, WSP USA Inc.
Nicole Bucich, WSP USA Inc.
Nicole Weymouth, WSP USA Inc.
Robert Conway, MTA
Linda Corcoran, MTA
James Richardson, Metro-North

ATTACHMENT A – FIGURES

MTA Metro-North Railroad Penn Station Access Project, Location Map




BRONX
131
125
157
129.01
121.01
123
127.01
WESTCHESTER AVENUE
159
121.02
87
54
119
SHERIDAN EXPRESSWAY
PROPOSED HUNTS POINT STATION
85
83
89
52
31
278
BRUCKNER EXPRESSWAY
115.02
19
28
HUNTS POINT AVENUE
93
117
Hell Gate Line Corridor
Station Area Study Area (1/2-mile radius)
Corridor Study Area (500-foot radius)
2010 Census Tracts
N
0
1/8
1/4
1/2 Mile


Bronx
Proposed Parkchester-Van Nest Station
Proposed Morris Park Station
Proposed Co-op City Station
Pelham Parkway
New England Thruway
Cross Bronx Expressway
Bruckner Boulevard
Hutchinson River Parkway
Bruckner Expressway
Eastchester Bay
Hell Gate Line Corridor
Station Area Study Area (1/2-mile radius)
Corridor Study Area (500-foot radius)
2010 Census Tracts
0
1/4
1/2
1 Mile
N

ATTACHMENT B – PREVIOUS AGENCY CORRESPONDENCE

NEW YORK STATE DEPAR TMENT OF ENVIRONMENTAL CONSERVATION
Division of Fish, Wildlife & Marine Resources
New York Natural Heritage Program
625 Broadway, 5th Floor, Albany, New York 12233-4757
Phone: (518) 402-8935 • **Fax:** (518) 402-8925
Website: www.dec.ny.gov

Joe Martens
Commissioner

June 18, 2013

Maxwell Sokol
Parsons Brinckerhoff
One Penn Plaza
New York, NY 10119

Dear Mr. Sokol:

In response to your recent request, we have reviewed the New York Natural Heritage Database with respect to an Environmental Assessment for the Proposed Metro North Penn Station Study, area as indicated on the map you enclosed, located in the Bronx Borough.

Enclosed is a report of rare or state-listed animals and plants, and significant natural communities, which our database indicates occur, or may occur, on your site or in the immediate vicinity of your site. For most sites, comprehensive field surveys have not been conducted; the enclosed report only includes records from our databases. We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental impact assessment.

The enclosed report may be included in documents that will be available to the public. However, any maps displaying locations of rare species are considered sensitive information, and should not be included in any document that will be made available to the public, without permission from the New York Natural Heritage Program.

The presence of the plants and animals identified in the enclosed report may result in this project requiring additional review or permit conditions. For further guidance, and for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the appropriate NYS DEC Regional Office, Division of Environmental Permits, as listed at www.dec.ny.gov/about/39381.html.

Our databases are continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

Sincerely,

Jean Pietrusiak, Information Services
NYS Department Environmental Conservation

Enc. # 572
cc: Reg. 2, Wildlife Mgr.

New York Natural Heritage Program

Report on Rare Animals, Rare Plants, and Significant Natural Communities

The following rare plants, rare animals, and significant natural communities have been documented at your project site, or in its vicinity.

We recommend that potential onsite and offsite impacts of the proposed project on these species or communities be addressed as part of any environmental assessment or review conducted as part of the planning, permitting and approval process, such as reviews conducted under SEQR. Field surveys of the project site may be necessary to determine the status of a species at the site, particularly for sites that are currently undeveloped and may still contain suitable habitat. Final requirements of the project to avoid, minimize, or mitigate potential impacts are determined by the lead permitting agency or the government body approving the project.

The following animals, while not listed by New York State as Endangered or Threatened, are of conservation concern to the state, and are considered rare by the New York Natural Heritage Program.

COMMON NAME	*SCIENTIFIC NAME*	*NY STATE LISTING*	*HERITAGE CONSERVATION STATUS*
Birds			
Glossy Ibis	*Plegadis falcinellus*	Protected Bird	Imperiled in NYS
Breeding			
Goose Island Hutchinson River, 2004-05-27: The area where the birds were observed is a salt marsh, non-barrier island.			12542
Little Blue Heron	*Egretta caerulea*	Protected Bird	Imperiled in NYS
Breeding			
Goose Island Hutchinson River, 2005-05-27: The area where the birds were observed is a salt marsh, non-barrier island.			12540
Snowy Egret	*Egretta thula*	Protected Bird	Imperiled in NYS
Breeding			
Goose Island Hutchinson River, 2007-05-24: The area where the birds were observed is a salt marsh, non-barrier island.			12539
Yellow-crowned Night-Heron	*Nyctanassa violacea*	Protected Bird	Imperiled in NYS
Breeding			
Goose Island Hutchinson River, 2006-05-25: The area where the birds were observed is a salt marsh, non-barrier island.			12541
Barn Owl	*Tyto alba*	Protected Bird	Critically Imperiled in NYS
Breeding			
Pelham Bay, 2003-03-15: One nest was found in a pavilion at a beach, in a hole facing a courtyard. Another nest was found under a bridge where it crosses a river. An owl also has been seen in a ballfield planted to eastern white pine, now approximately 12-15 feet tall.			4123

This report only includes records from the NY Natural Heritage databases. For most sites, comprehensive field surveys have not been conducted, and we cannot provide a definitive statement as to the presence or absence of all rare or state-listed species. This information should not be substituted for on-site surveys that may be required for environmental impact assessment.

If any rare plants or animals are documented during site visits, we request that information on the observations be provided to the New York Natural Heritage Program so that we may update our database.

Information about many of the rare animals and plants in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, from NatureServe Explorer at http://www.natureserve.org/explorer, and from USDA's Plants Database at http://plants.usda.gov/index.html (for plants).

Information about many of the natural community types in New York, including identification, dominant and characteristic vegetation, distribution, conservation, and management, is available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org. For descriptions of all community types, go to http://www.dec.ny.gov/animals/29384.html and click on Draft Ecological Communities of New York State.

New York Natural Heritage Program

Report on Historical Records of Rare Animals, Rare Plants, and Natural Communities

The following rare plants and rare animals have historical records at your project site, or in its vicinity.

The following rare plants and animals were documented in the vicinity of the project site at one time, but have not been documented there since 1979 or earlier, and/or there is uncertainty regarding their continued presence. There is no recent information on these plants and animals in the vicinity of the project site and their current status there is unknown. In most cases the precise location of the plant or animal in this vicinity at the time it was last documented is also unknown.

If suitable habitat for these plants or animals is present in the vicinity of the project site, it is possible that they may still occur there. We recommend that any field surveys to the site should include a search for these species, particularly for sites that are currently undeveloped and may still contain suitable habitat.

COMMON NAME	*SCIENTIFIC NAME*	*NYS LISTING*	*HERITAGE CONSERVATION STATUS*
Vascular Plants			
Rough Avens	*Geum virginianum*	Threatened	Imperiled in NYS
1896-06-27: Bronx Park.			2404
Slender Crabgrass	*Digitaria filiformis*	Endangered	Critically Imperiled in NYS
1896-09-03: Bronx Park.			5404
Tall Flat Panic Grass	*Panicum rigidulum var. elongatum*	Endangered	Historical Records Only in NYS
1906-09-20: Bronx Park.			795
Velvet Panic Grass	*Dichanthelium scoparium*	Endangered	Critically Imperiled in NYS
1953-07-23: Bronx Park.			9907
Woodland Agrimony	*Agrimonia rostellata*	Threatened	Imperiled in NYS
1899-09-01: Bronx Park. Specimen label: Park.			1016
Yellow Giant-hyssop	*Agastache nepetoides*	Threatened	Imperiled in NYS
1901-09-26: Bronx Park.			3415
Marsh Arrow-grass	*Triglochin palustre*	Threatened	Imperiled in NYS
1899-06-15: Pelham Bay. Shore.			5081

COMMON NAME	*SCIENTIFIC NAME*	*NYS LISTING*	*HERITAGE CONSERVATION STATUS*	
Mexican Seaside Goldenrod	*Solidago sempervirens var. mexicana*	Endangered	Critically Imperiled in NYS	
1946-09-04: Pelham Bay. Specimen label: Sandy shore.				3287
Slender Blue Flag	*Iris prismatica*	Threatened	Imperiled in NYS	
1947-06-12: Pelham Bay. Marsh.				7820
Southern Yellow Flax	*Linum medium var. texanum*	Threatened	Imperiled in NYS	
1947-08-12: Pelham Bay. Specimen label: meadow.				4817
Virginia Three-seeded Mercury	*Acalypha virginica*	Endangered	Critically Imperiled in NYS	
1954-10-10: Pelham Bay. Specimen label: Pelham Bay Park.				9842

This report only includes records from the NY Natural Heritage databases. For most sites, comprehensive field surveys have not been conducted, and we cannot provide a definitive statement as to the presence or absence of all rare or state-listed species. This information should not be substituted for on-site surveys that may be required for environmental impact assessment.

If any rare plants or animals are documented during site visits, we request that information on the observations be provided to the New York Natural Heritage Program so that we may update our database.

Information about many of the rare animals and plants in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, from NatureServe Explorer at http://www.natureserve.org/explorer, and from USDA's Plants Database at http://plants.usda.gov/index.html (for plants).

PARSONS BRINCKERHOFF

One Penn Plaza
New York, NY 10119
Main: 212-465-5000
Fax: 212-465-5096

www.pbworld.com

June 12, 2013

Mr. Nicholas Conrad, Information Resources Coordinator
New York Natural Heritage Program
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233

Re: **Metro-North Penn Station Access Study - Request for NY Natural Heritage Program Information**

Dear Mr. Conrad:

Parsons Brinckerhoff, Inc., is a consultant to the Metropolitan Transportation Authority (MTA) Metro-North Railroad for an environmental study of proposed New Haven Line service, via Amtrak's Hell Gate Line, to Penn Station, New York. The proposed service includes new commuter rail stations in the vicinities of Co-op City, Morris Park, Parkchester/Van Nest, and Hunts Point. The station facilities would be consistent with those at existing Metro-North Railroad stations in the Bronx, with a platform, overhead canopy, encased elevator, and staircase. The new stations would be located within the existing rail rights-of-way and there would be no station houses. The intersections that are closest to the access point of the proposed stations are: Erskine Place and De Reimer Avenue (Co-op City); Bassett Avenue and Morris Park Avenue (Morris Park); East Tremont Avenue and Dogwood Drive (Parkchester/Van Nest); and Bruckner Boulevard and Hunts Point Avenue (Hunts Point). Please refer to the attached figures showing the proposed station locations and vicinities. Also attached is a letter dated July 30, 2002, in response to a previous request for information during an earlier phase of project planning.

For the study's assessment of natural resources in the areas of the currently proposed stations, I am writing to request the following information with respect to the NY Natural Heritage Program databases:

1. Are there any rare or State-listed animals or plants, significant natural communities, or other significant habitats that occur in the vicinities of the proposed commuter rail stations?

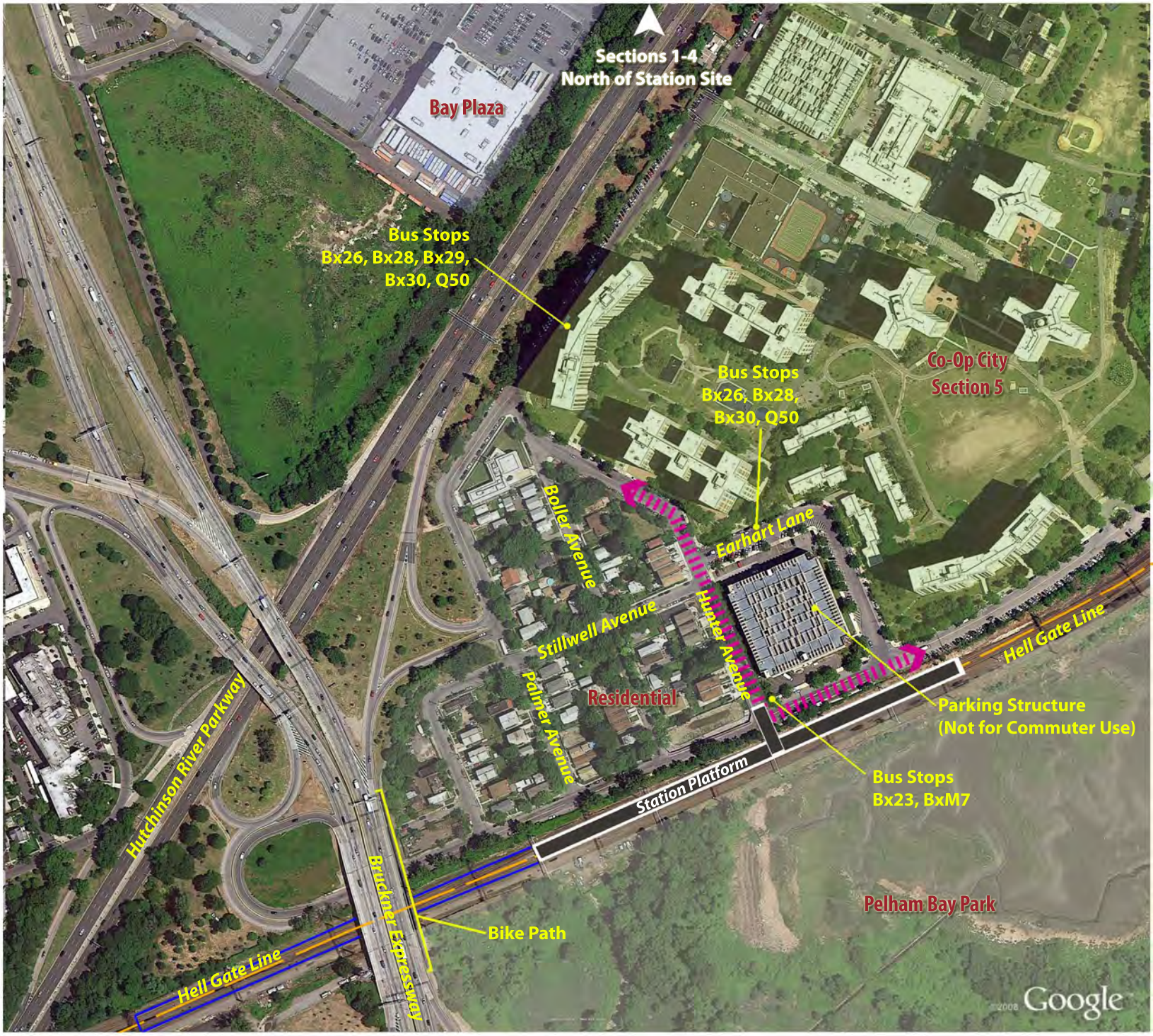
I would appreciate your response at your earliest convenience and may be reached at 212-465-5138 if you have any questions concerning the above. If you have any questions regarding the study, please contact Mr. Todd DiScala, Metro-North Railroad, at 212-499-4490.

Sincerely,
PARSONS BRINCKERHOFF, INC.

Maxwell L. Sokol
Planner

cc: T. DiScala, K. Timko, Metro-North Railroad
J. Versenyi, Parsons Brinckerhoff, Inc.

Proposed Metro-North Co-op City Station

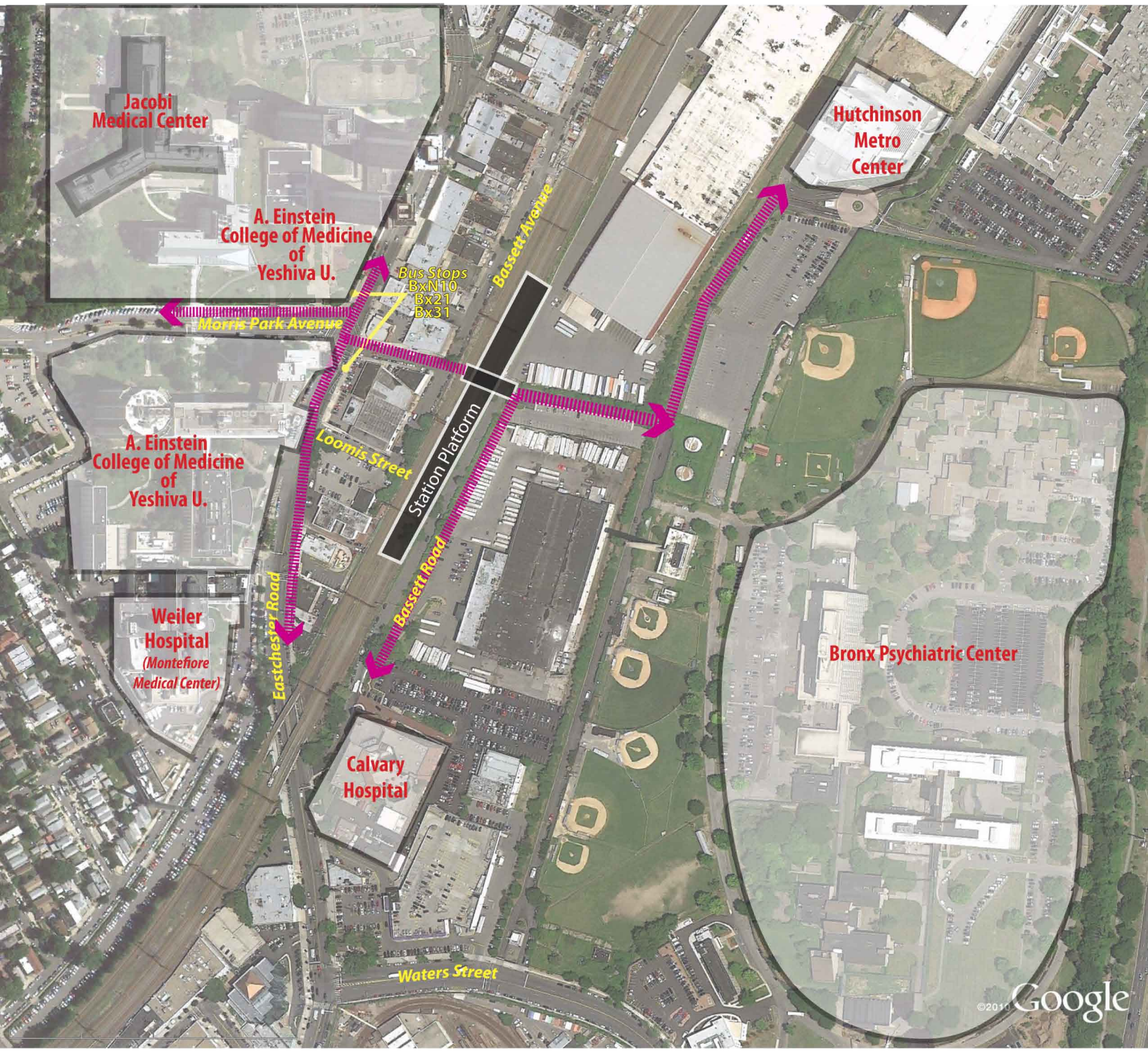


= Potential Station Relocation Area

= Pedestrian Route

MTA Metro-North Railroad

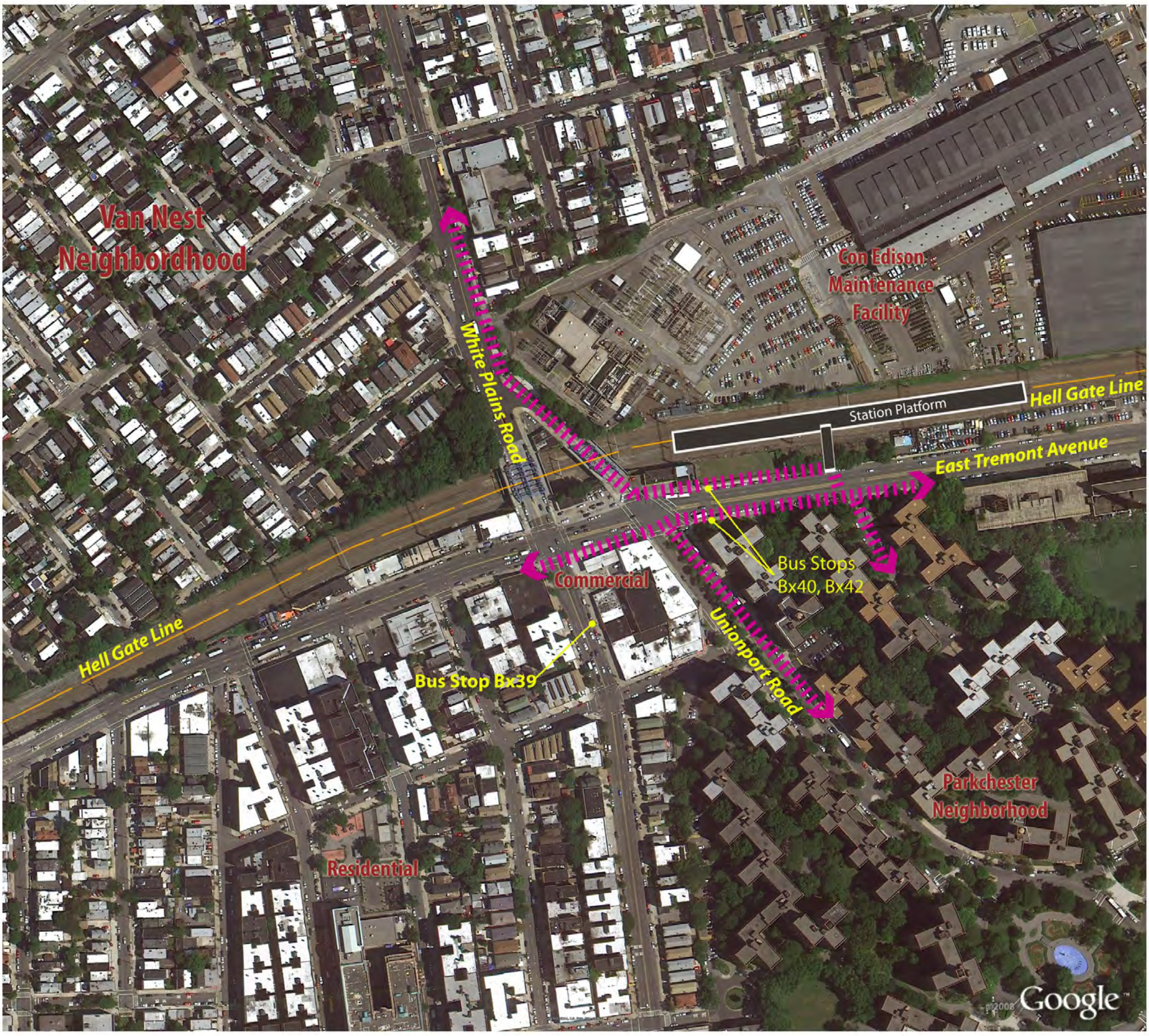
Proposed Metro-North Morris Park Station



= Pedestrian Route

Metro-North Railroad

Proposed Metro-North Parkchester/Van Nest Station



= Pedestrian Route

MTA Metro-North Railroad

Proposed Metro-North Hunts Point Station

= Pedestrian Route

MTA Metro-North Railroad

New York State Department of Environmental Conservation
Division of Fish, Wildlife & Marine Resources
New York Natural Heritage Program
625 Broadway, Albany, New York 12233-4757
Phone: (518) 402-8935 • **FAX:** (518) 402-8925
Website: www.dec.state.ny.us

Erin M. Crotty
Commissioner

July 30, 2002

Kathleen Gralton
Edwards and Kelcey
1501 Broadway, 6th floor
New York City, NY 10036

Dear Ms. Gralton:

In response to your recent request, we have reviewed the New York Natural Heritage Program databases with respect to the proposed Communter Rail Stations - TWO (2) Sites: West 125th Street, Manhattan; and Co-Op City, Bronx; sites as indicated on the maps you provided.

Enclosed is a report of rare or state-listed animals and plants, significant natural communities, and other significant habitats, which our databases indicate occur, or may occur, on your site or in the immediate vicinity of your site. The information contained in this report is considered sensitive and may not be released to the public without permission from the New York Natural Heritage Program.

Your project location is within, or adjacent to, a designated Significant Coastal Fish and Wildlife Habitat. This habitat is part of New York State's Coastal Management Program (CMP), which is administered by the NYS Department of State (DOS). Projects which may impact the habitat are reviewed by DOS for consistency with the CMP. For more information regarding this designated habitat and applicable consistency review requirements, please contact:

Greg Capobianco or Steven C. Resler - (518) 474-6000
NYS Department of State
Division of Coastal Resources and Waterfront Revitalization
41 State Street, Albany, NY 12231

The presence of rare species may result in your project requiring additional permits, permit conditions, or review. For further guidance, and for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the appropriate NYS DEC Regional Office, Division of Environmental Permits, at the enclosed address.

For most sites, comprehensive field surveys have not been conducted; the enclosed report only includes records from our databases. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. This information should NOT be substituted for on-site surveys that may be required for environmental impact assessment.

Our databases are continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

Sincerely,

Teresa Mackey

Teresa Mackey
Information Services
NY Natural Heritage Program

Encs.
cc: Reg. 2, Wildlife Mgr.
P. Nye Endangered Species Unit

518-402-8859

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
GREATER ATLANTIC REGIONAL FISHERIES OFFICE
55 Great Republic Drive
Gloucester, MA 01930-2276

December 2, 2020

Donald Burns
Director of Planning and Program Development
U.S. Department of Transportation
Federal Transit Administration, Region 2
One Bowling Green
Room 428
New York, NY 10004

RE: Essential Fish Habitat Assessment for Proposed Bridge over the Bronx River for the Metro-North Railroad Penn Station Access Project Bronx, New York

Dear Mr. Burns:

We have reviewed the information provided in your November 3, 2020, letter and accompanying essential fish habitat assessment (EFH) for the Penn Station Access Project in the Bronx and Queens, New York. The Metropolitan Transportation Authority (MTA) is proposing a new rail service for MTA Metro North Railroad's (Metro-North) New Haven Line customers from New Haven, Connecticut to Manhattan, New York using Amtrak's Hell Gate Line through the eastern Bronx and western Queens. The project proposes to make infrastructure improvements to the rail service, which includes the construction of four new Metro North stations, construction of additional passenger tracks, the rehabilitation of two existing draw bridges, and the construction of a new two-span bridge over the Bronx River. The project aims to enhance Metro North's network resiliency, support faster recovery efforts, and facilitate its ability to maintain acceptable levels of service when faced with service disruptions, severe weather events and other emergency situations.

Project activities will result in 0.035 acres of temporary impact and 0.007 acres of permanent impact to an intertidal area within the Bronx River associated with the construction of the new two-span bridge. Activities associated with the project include the construction of a new abutment and pier, which may temporarily disrupt aquatic life in the vicinity of the project area due to turbidity, noise, and physical activity in the water column. Proposed best management practices (BMPs) to support construction activities and minimize in-water disturbance include the installation of cofferdams around the work area, working primarily by land, the use of spud barges which will float at all stages of the tide, and the avoidance of in-water work between January 1 and June 30. Construction activities are anticipated to take between three and six months for completion. Compensatory mitigation for impacts is anticipated to be in the form of credit purchase from a mitigation bank, pending approval by the US Army Corp of Engineers.

The Magnuson-Stevens Fishery Conservation and Management Act (MSA) and the Fish and Wildlife Coordination Act (FWCA) require federal agencies to consult with one another on projects such as this that may adversely affect EFH and other aquatic resources. In turn, we must provide recommendations to conserve EFH. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH resulting from actions or proposed actions authorized, funded, or undertaken by that agency. This process is guided by the requirements of our EFH regulation at 50 CFR 600.905, which mandates the preparation of EFH assessments and generally outlines each agency's obligations in this consultation procedure.

Magnuson-Stevens Fishery Conservation and Management Act (MSA)

The Bronx River has been designated as EFH for a number federally managed species including winter flounder (*Pseudopleuronectes americanus*), Atlantic herring (*Clupea harengus*), red hake (*Urophycis chuss*), windowpane flounder (*Scophthalmus aquosus*), Atlantic butterfish (*Peprilus triacanthus*), bluefish (*Pomatamus saltatrix*), summer flounder (*Paralichthys dentatus*) and others. The Bronx River is also a migratory and spawning corridor for anadromous fish such as alewife (*Alosa pseudoharengus*) and blueback herring (*Alosa aestivalis*).

We have reviewed the EFH assessment provided and agree with your conclusion that the adverse effects of this project on EFH will not be substantial. As discussed through early coordination with our office and documented in the EFH assessment, project activities have been designed to avoid and minimize impacts as practical, which include limited in-water work and a construction schedule aimed to avoid and minimize adverse effects to winter flounder early life stage EFH and anadromous fish migratory runs. Based upon all of the information provided, we do not have any objections to the proposed project and additional EFH conservation recommendations are not warranted. Please note that further EFH consultation must be reinitiated pursuant to 50 CFR 600.920(j) if new information becomes available, or if the project is revised in such a manner that affects the basis for the above determination.

As always, we are available to coordinate with your staff so that this project can move forward efficiently and expeditiously as possible while still meeting our joint responsibilities to protect and conserve aquatic resources. If you have any questions or need additional information, please contact Jessie Murray in our Highlands, NJ field office at (732) 872-3116 or Jessie.Murray@noaa.gov.

Sincerely,

GREENE.KAREN.M.1365830785 Digitally signed by GREENE.KAREN.M.1365830785 Date: 2020.12.02 11:30:25 -05'00'

Karen M. Greene
Mid-Atlantic Field Offices Supervisor
Habitat Conservation Division

cc: DOT – A. Klein
FTA – R. Gosman
NYD ACOE – S. Ryba
NMFS PRD – E. Carson-Supino
NYDEC – D. McReynolds
FWS – S. Papa

U.S. Department of Transportation
Federal Transit Administration

REGION 2
New York and New Jersey

One Bowling Green
Room 428
New York, NY 10004
(212) 668-2170
(212) 688-2136 (fax)

November 3, 2020

Ms. Karen Greene
Mid-Atlantic Field Office Supervisor and EFH Coordinator
NOAA Fisheries
Via email: Karen.Greene@noaa.gov

Subject: Essential Fish Habitat Assessment
Proposed Bridge over the Bronx River for the Metro-North Railroad Penn Station Access Project Bronx, New York

Dear Ms. Greene:

The Metropolitan Transportation Authority (MTA) is proposing the Penn Station Access Project, which would provide one-seat passenger rail service to Penn Station New York on Manhattan's west side for MTA Metro North Railroad's (Metro-North) New Haven Line (NHL) customers (the Proposed Project). The Proposed Project would provide new rail service from New Haven, Connecticut to PSNY in Manhattan by utilizing Amtrak's Hell Gate Line (HGL) through the eastern Bronx and western Queens. The Proposed Project would make infrastructure improvements on the HGL beginning in southeastern Westchester County, where NHL trains would divert onto the HGL at Shell Interlocking and extending to Harold Interlocking in Queens, joining the MTA Long Island Rail Road (LIRR) Mainline. As part of the Proposed Project, four new Metro-North stations would be constructed in the eastern Bronx at Hunts Point, Parkchester-Van Nest, Morris Park, and Co-op City.

As part of the proposed infrastructure improvements, two existing drawbridges crossing the Bronx River, both locked in the closed position, that carry two Amtrak passenger tracks on the northern bridge and a CSX freight track on the southern bridge, with a vacant trackway, would be rehabilitated. In addition, to accommodate the third passenger track as part of the Proposed Project, a new two-span bridge would be constructed over the Bronx River immediately north of the existing bridge. Construction of the new two-span bridge would occur in waters designated as Essential Fish Habitat (EFH).

The purpose of this letter is to submit an EFH Worksheet for the Proposed Project to the National Oceanic and Atmospheric Administration (NOAA) Fisheries Greater Atlantic Regional Fisheries Office to document compliance with the Magnuson-Stevens Fishery Conservation and Management Act (MSA) and the Fish and Wildlife Coordination Act (FWCA). As per the Worksheet and discussed below, we

have reviewed the Proposed Project and found that the Proposed Project does not result in a substantial adverse effect to EFH. This letter requests an abbreviated consultation and acknowledgement from NOAA that they have received our determination regarding the Proposed Project provided in this letter, and that NOAA has no objections to the determination. The Federal Transit Administration (FTA) also hereby acknowledges the EFH conservation recommendations provided to FTA.

1.0 PROJECT DESCRIPTION

The new two-span bridge over the Bronx River is the only portion of the Proposed Project that would result in construction activity within designated EFH. The new bridge would be constructed approximately 500 feet upstream of Westchester Avenue, immediately north of the exiting drawbridges, in the location of a bridge span that was previously demolished. A figure depicting the location of the new bridge within the corridor of Proposed Project, a close up aerial view of the proposed bridge location, and plan depicting wetland impacts that would result from bridge construction are included in **Attachment 1 - Project Description Figures**. Photographs of the Bronx River in the vicinity of the proposed bridge location are included as **Attachment 2 – Site Photographs**.

The new bridge over the Bronx River would not need to function as a drawbridge; therefore, a through girder superstructure is proposed. The new structure would provide 8'-0" minimum clearance to centerline of track, which adheres to Amtrak's standards for through girder bridges and is at a minimum the existing vertical clearance of the existing structure over the Bronx River. Based on the preliminary design for the new bridge, a new abutment to the east of the Bronx River, a new upland abutment to the west of the Bronx River, and a new deep foundation pier on the west edge of the Bronx River would be constructed. The new abutment and pier would be constructed through two 6 ft. diameter caissons with drilled shafts for the required deep foundations, likely using a Bauer BG-40 rig. Pile driving is not anticipated as the caissons (drilled shafts) are not driven, but augered type piles. This work within the Bronx River would be performed in dry conditions, within temporary cofferdams. The temporary cofferdams would be removed following construction. Much of the work would be performed from land; however, spud barges may be used to support construction activities. Waterbourne equipment used during construction would float at all stages of the tide. Construction of the Proposed Project would last approximately 3 to 6 months. The timing of in-water activity is not known, but any in-water work, including the installation and removal of cofferdams, would be avoided between January 1 and June 30, in order to minimize impacts to winter flounder early life stage EFH and anadromous fish. Once cofferdams are installed, work within the de-watered area can occur without timing restrictions.

2.0 ESSENTIAL FISH HABITAT ASSESSMENT

A completed *NOAA Fisheries Greater Atlantic Regional Fisheries Office Essential Fish Habitat*

Assessment & Fish and Wildlife Coordination Act Worksheet is provided as **Attachment 3**. The worksheet provides an analysis of the potential adverse effects on EFH and federally managed species and FTA's conclusions regarding the effects of the action on EFH and proposed mitigation.

For the purposes of this analysis, the term "Proposed Project Area" used hereafter refers to the location of the new two-span bridge over the Bronx River. According to NOAA's EFH Mapper, the Proposed Project Area is designated as EFH for various life stages of 14 species. The EFH mapper query results are provided as **Attachment 4**. The probability for various life stages of each species to occur within the Proposed Project Area was evaluated based on their preferences for water quality parameters (i.e. temperature and salinity), habitat preferences (i.e., sediment type, shelter, structure), seasonal migrations, and geographic ranges as described in the NMFS EFH Source Documents, EFH Designations, and Text Descriptions. Based on this review, EFH for various life stages of seven species is expected to occur within the intertidal and low salinity estuarine habitat present within the Proposed Project Area: winter flounder (*Pseudopleuronectes americanus*), Atlantic herring (*Clupea harengus*), red hake (*Urophycis chuss*), windowpane flounder (*Scophthalmus aquosus*), Atlantic butterfish (*Peprilus triacanthus*), bluefish (*Pomatamus saltatrix*), and summer flounder (*Paralichthys dentatus*). The Proposed Project Area also supports forage species which are an important resource for EFH-designated fish species.

Permanent impacts to EFH within the Proposed Project Area would result from the loss of approximately 292.9 square feet (0.007 acre) of EFH from the placement of the new bridge pier and abutment within the Bronx River. Approximately 1,542.6 square feet (0.035 acre) of temporary impact to EFH would result from the installation of cofferdams within the river to facilitate construction. The potential use of spud barges would result in minor temporary increases in suspended sediment and disturbance to the substrate and the benthic community. Sediment would be expected to quickly fill in depressions to restore natural gradients and predominant grain size, and recolonization of benthic infauna prey organisms would occur relatively quickly in areas occupied by the temporary cofferdams and disturbed by spud barge activity. The temporary cofferdams would prevent fish from entering the work area.

2.1 FISH AND WILDLIFE COORDINATION ACT

The FWCA requires that federal agencies consult with NOAA for activities that affect, control or modify waters of any stream or bodies of water, in order to minimize the adverse impacts of such actions on fish and wildlife resources and habitat. Implementation of the Proposed Project would not result in the modification to waters, such as impoundment, diversion, channel deepening, or any other control or modification to natural streams or bodies of water. The new bridge would be constructed in the location of a bridge span that was previously demolished.

3.0 CONCLUSION

The Proposed Project would result in approximately 0.007 acre of permanent impact to EFH and approximately 0.035 acre of temporary impacts to designated EFH within the Bronx River. Project implementation will be conditioned upon issuance of applicable federal and state permits and would be constructed in accordance with federal and state permit conditions. Impacts to tidal wetland would be mitigated via the purchase of credits from a mitigation bank, pending approval by the United States Army Corps of Engineers. Any adverse effects to EFH are anticipated to be no more than minimal and/or temporary, and minimization measures and mitigation are planned, including the EFH conservation recommendations to avoid in-water work between January 1 and June 30 and ensure waterbourne equipment floats at all stages of the tide. For purposes of consultation under the MSA, the FTA has determined that the Proposed Project would not result in a substantial adverse effect on EFH-designated species or habitat, or forage species.

If you have any questions, please feel free to contact me via telephone number 212-824-2432 or email richelle.gosman@dot.gov.

Sincerely,

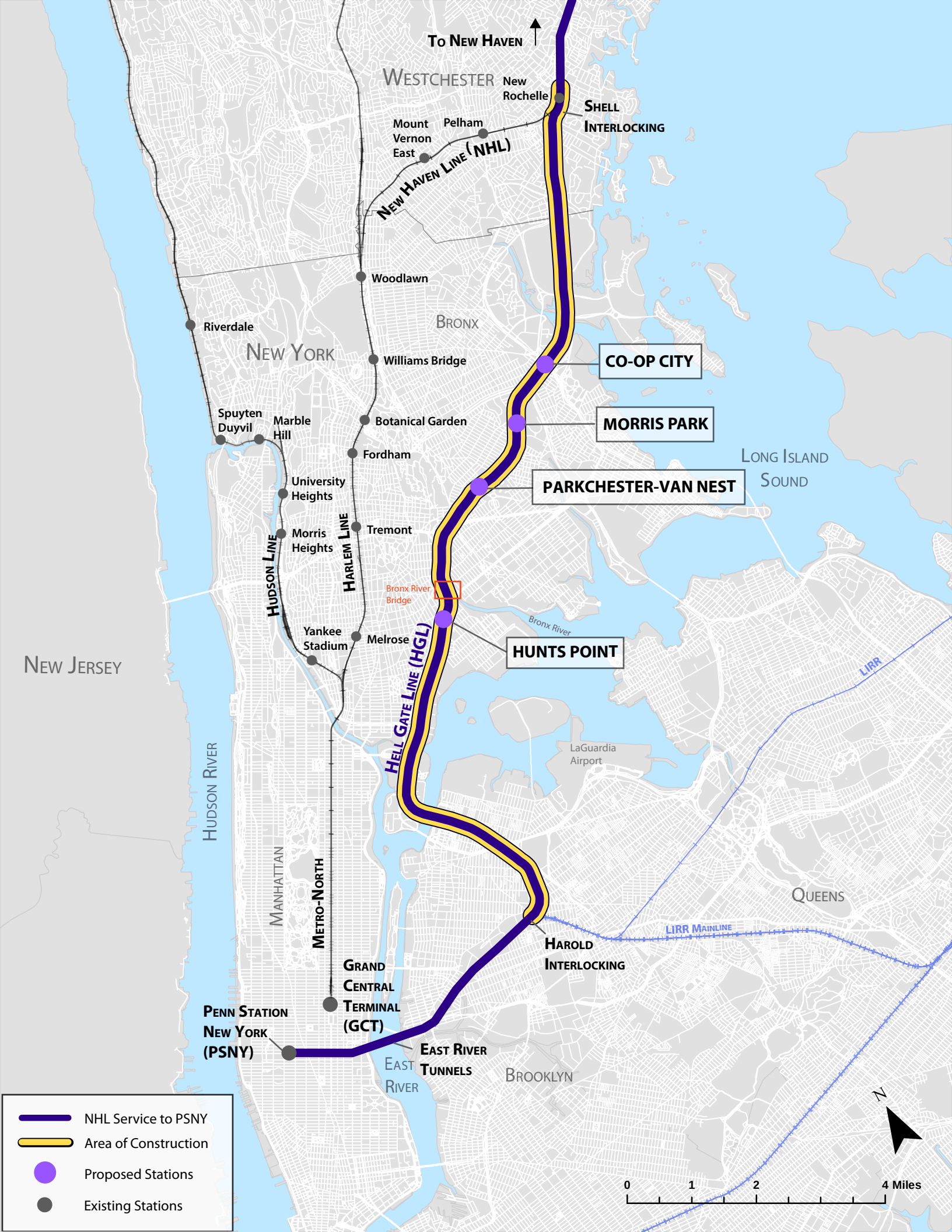
Donald Burns

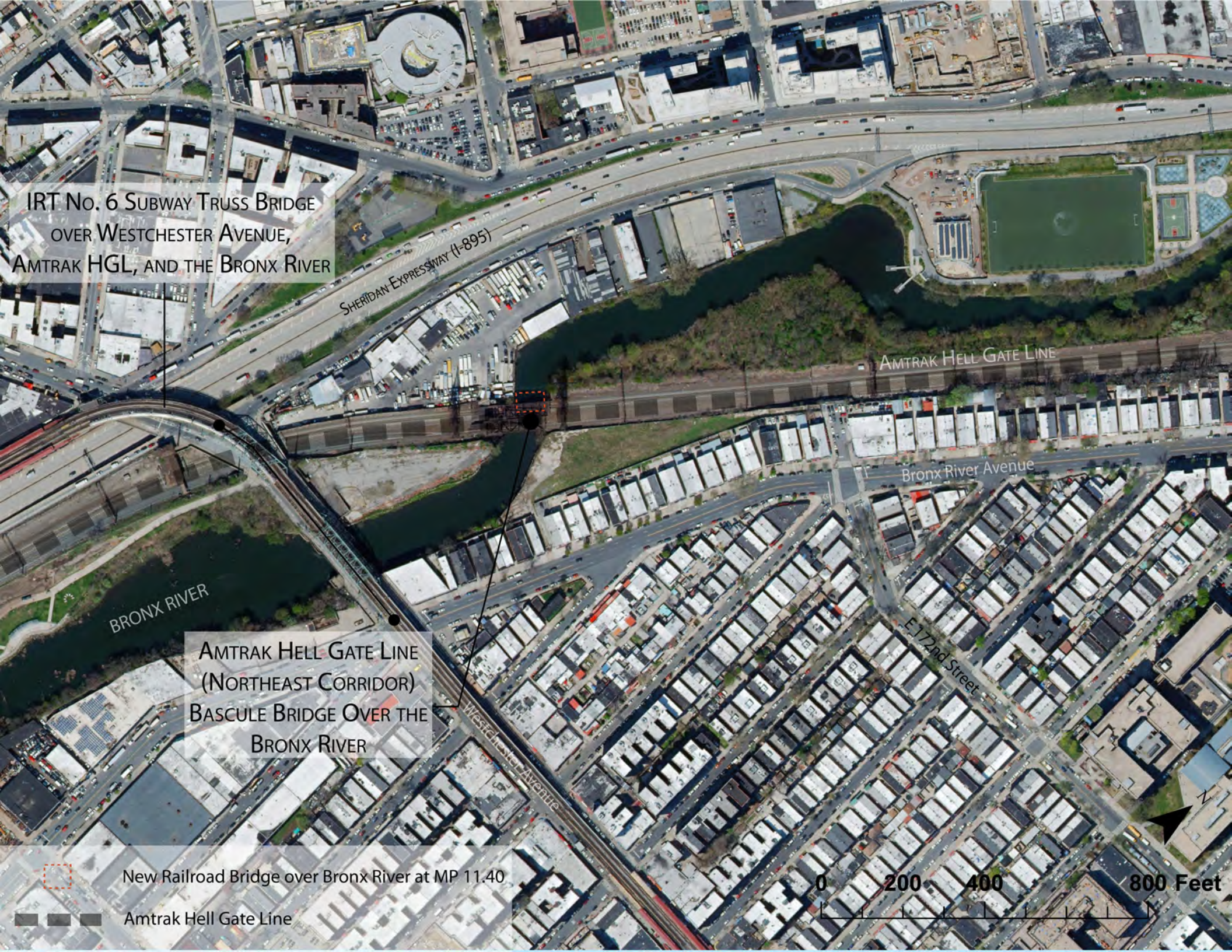
Donald Burns, AICP
Director of Planning and Program Development
U.S. Department of Transportation
Federal Transit Administration, Region 2

Attachments:
1) Project Description Figures
2) Site Photographs
3) NOAA Fisheries Greater Atlantic Regional Fisheries Office Essential Fish Habitat Assessment & Fish and Wildlife Coordination Act Worksheet
4) EFH Mapper Results

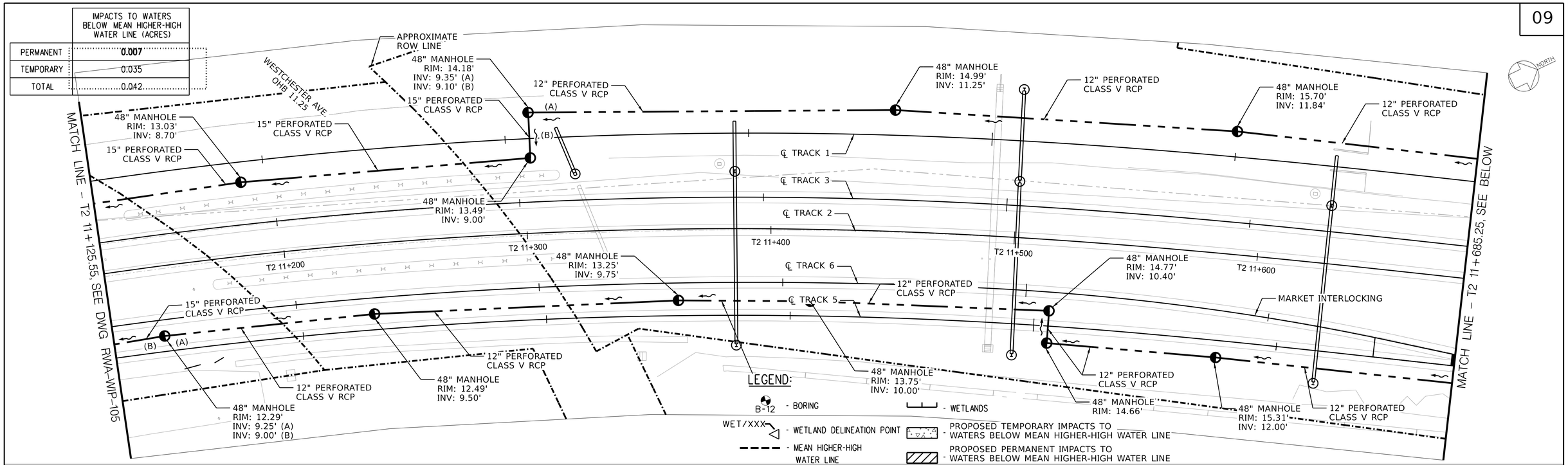
ATTACHMENTS

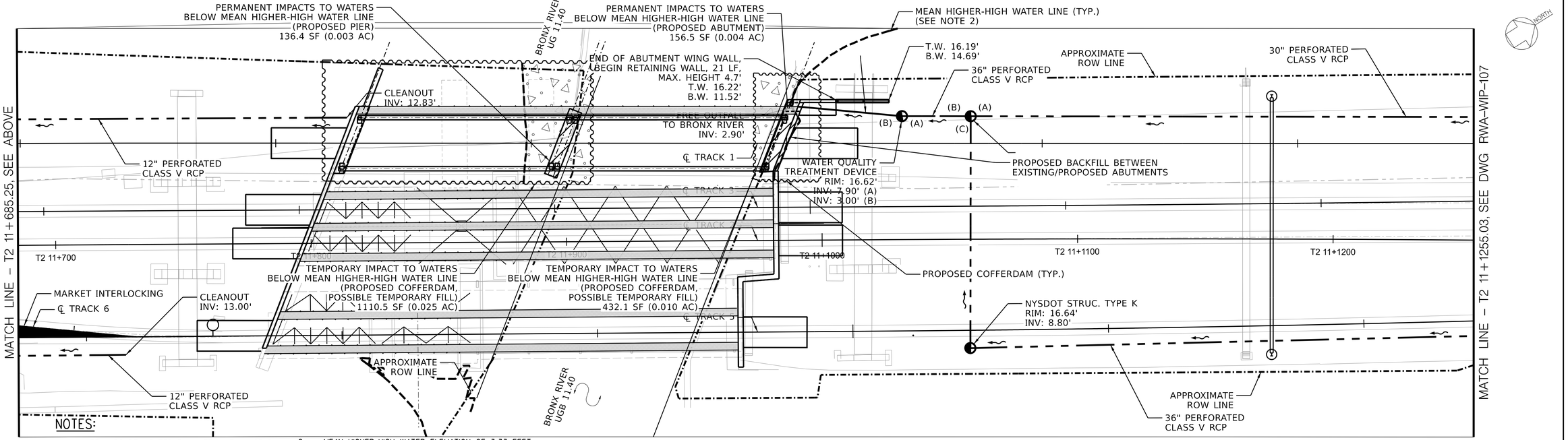
ATTACHMENT 1


To New Haven
Westchester
New Rochelle
Shell Interlocking
Mount Vernon East
Pelham
New Haven Line (NHL)
Woodlawn
Bronx
Riverdale
New York
Williams Bridge
CO-OP CITY
MORRIS PARK
Spuyten Duyvil
Marble Hill
Botanical Garden
Fordham
Long Island Sound
PARKCHESTER-VAN NEST
University Heights
Hudson Line
Harlem Line
Morris Heights
Tremont
Bronx River Bridge
Bronx River
Yankee Stadium
Melrose
HUNTS POINT
New Jersey
Hell Gate Line (HGL)
LIRR
LaGuardia Airport
Hudson River
Manhattan
Metro-North
Queens
LIRR Mainline
Harold Interlocking
Grand Central Terminal (GCT)
Penn Station New York (PSNY)
East River Tunnels
East River
Brooklyn
N
0
1
2
4 Miles
NHL Service to PSNY
Area of Construction
Proposed Stations
Existing Stations


IRT No. 6 Subway Truss Bridge over Westchester Avenue, Amtrak HGL, and the Bronx River
Sheridan Expressway (I-895)
Amtrak Hell Gate Line
Bronx River Avenue
Bronx River
Amtrak Hell Gate Line (Northeast Corridor) Bascule Bridge Over the Bronx River
E 172nd Street
Westchester Avenue
N
New Railroad Bridge over Bronx River at MP 11.40
Amtrak Hell Gate Line
0
200
400
800 Feet

IMPACTS TO WATERS BELOW MEAN HIGHER-HIGH WATER LINE (ACRES)	
PERMANENT	0.007
TEMPORARY	0.035
TOTAL	0.042





NOTES:

1. WETLANDS DELINEATED BY MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC IN MARCH 2020.
2. MEAN HIGHER-HIGH WATER ELEVATION OF 3.33 FEET NAVD 88 OBTAINED FROM NOAA'S TIDE GAGE 8518639 IN PORT MORRIS, NY.

0 10 20 40 FT
20'

REVISION	DESCRIPTION	DATE	APPROVED

REVISIONS

HNTB · Gannett Fleming ENGINEERS AND ARCHITECTS · sowinskisullivan ARCHITECTS · MTA CONSTRUCTION & DEVELOPMENT · AMTRAK

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

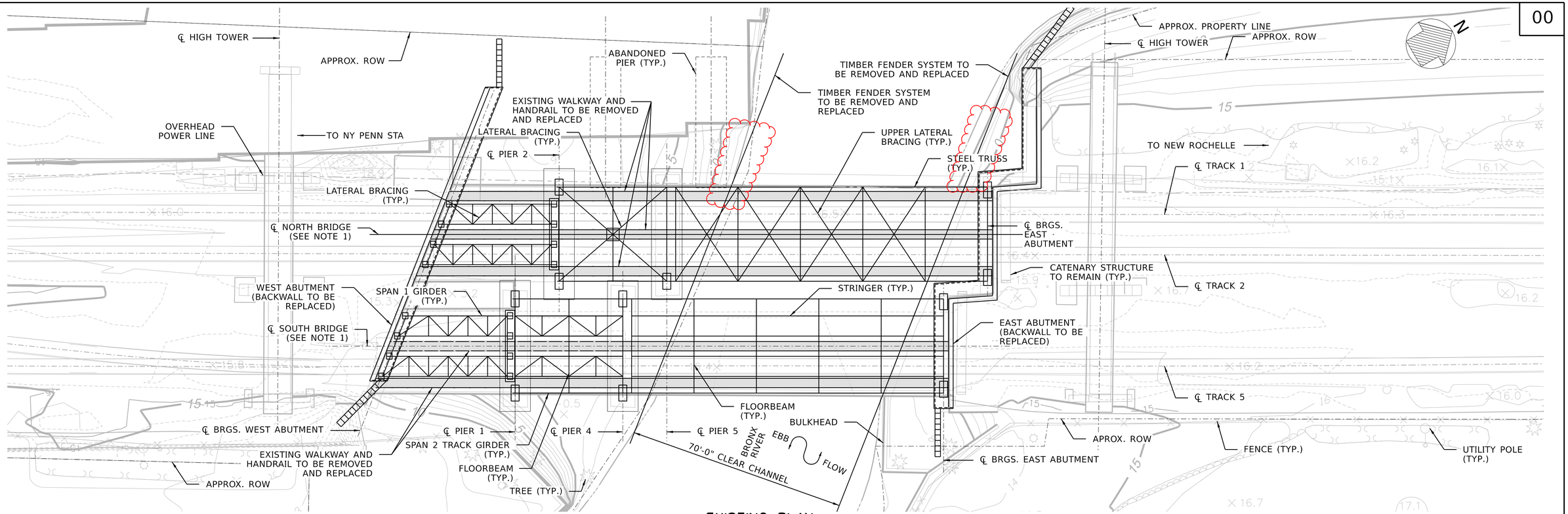
WETLAND IMPACT PLAN - 6

DRAWN BY	L. SPADACCINI		DATE : 07/02/2020
DESIGNED BY	L. SPADACCINI		CIVIL
CHECKED BY	M. SEARS		DRAWING NO. RWA-WIP-106
APPROVED BY	M. SEARS		REVISION

pw://mta-pw.bentley.com:mta-pw-02/Documents/PS864-BIM/Right_Of_Way_AMTRAK/Models & Drawings/civ/site/Sheets/PS864-RWA-WIP-106.dgn

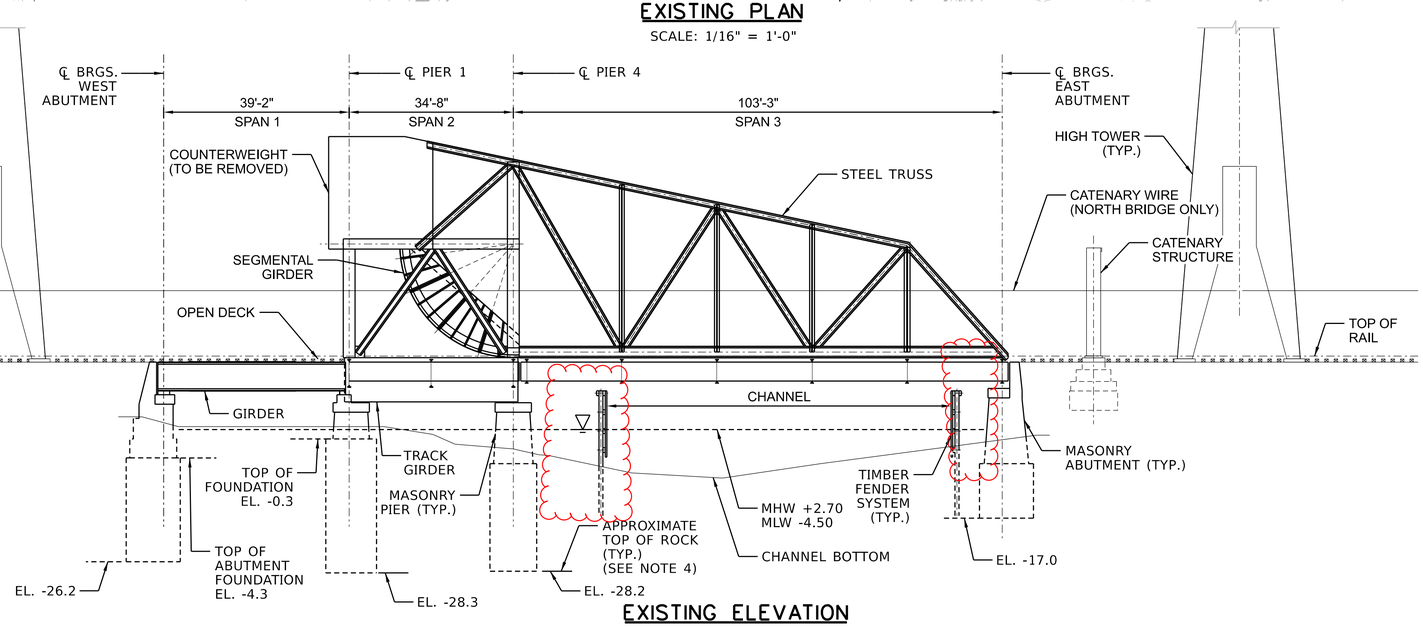
PRINT AS OF 7/2/2020

lspadaccini



EXISTING PLAN

SCALE: 1/16" = 1'-0"



EXISTING ELEVATION

SCALE: 1/16" = 1'-0"

NOTES:

1. THE COMPONENTS OF THE EXISTING STRUCTURES ARE IDENTICAL. SEE AS-BUILT PLANS IN VOLUME 10: REFERENCE DOCUMENTS.
2. FOR GENERAL STRUCTURAL NOTES, SEE DWGS. NOS. GEN-CB-001 AND GEN-CB-002.
3. FOR PROPOSED GENERAL PLAN AND ELEVATION, SEE DWG. NO. BRB-CB-102.
4. ROCK PROFILES SHOWN ARE ALONG THE SOUTHERN LIMITS OF THE BRIDGE. TOP OF ROCK VARIES FROM NORTH TO SOUTH AND DIFFERS AT THE EAST AND WEST ABUTMENTS. FOR APPROXIMATE ROCK PROFILES, SEE GEOTECHNICAL DATA REPORT.
5. FOR OCS AND PROPOSED WIRING ON EXISTING BRIDGES, SEE DWG. NO. RWA-ET-210.

1/16" 0 8 16 32 FT

REVISION	DESCRIPTION	DATE	APPROVED

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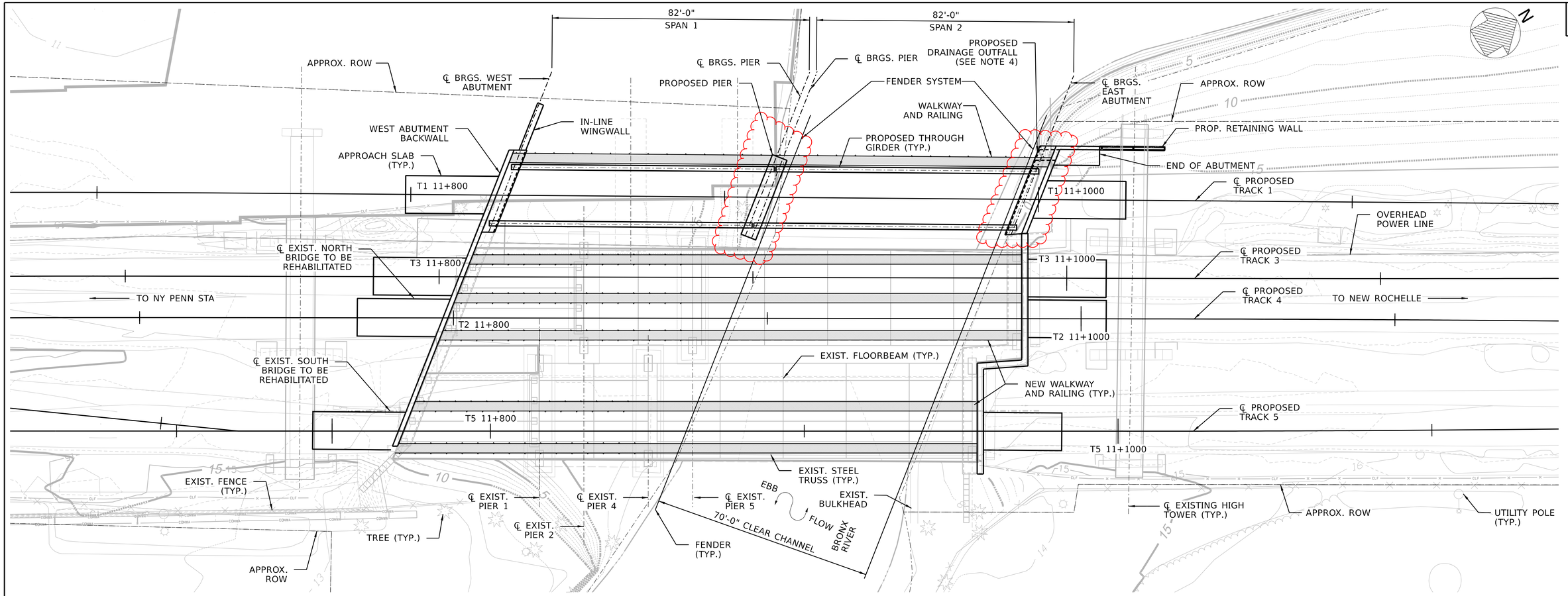
PENN STATION ACCESS PROJECT

11.40 - BRONX RIVER EXISTING GENERAL PLAN AND ELEVATION

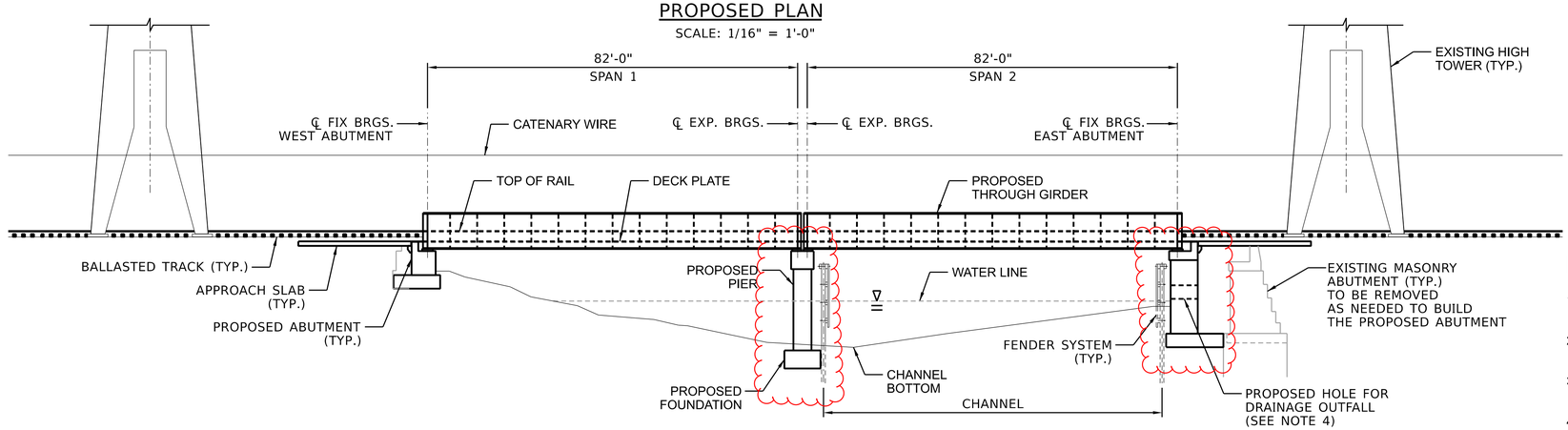
REVISED CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	H. MONTILLA		DATE : 06/12/2020
DESIGNED BY	H. MONTILLA		BRIDGE STRUCTURAL
CHECKED BY	P. D'AMBROSIO		DRAWING NO. BRB-CB-101
APPROVED BY	J. SEABOLDT		REVISION



PROPOSED PLAN

SCALE: 1/16" = 1'-0"



PROPOSED ELEVATION OF TRACK 1 STRUCTURE

SCALE: 1/16" = 1'-0"

NOTES:

1. FOR GENERAL STRUCTURAL NOTES, SEE DWGS. NOS. GEN-CB-001 AND GEN-CB-002.
2. FOR EXISTING GENERAL PLAN AND ELEVATION, SEE DWG. NO. BRB-CB-101.
3. FOR OCS AND PROPOSED WIRING ON NEW BRIDGE, SEE DWG. NO. RWA-ET-210.
4. FOR DRAINAGE OUTFALL DISCHARGED THROUGH PROPOSED EAST ABUTMENT, SEE DWG. NO. RWA-CG-109.

0 8 16 32
1/16" FT

REVISION	DESCRIPTION	DATE	APPROVED

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MTA CONSTRUCTION & DEVELOPMENT · AMTRAK

CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

11.40 - BRONX RIVER PROPOSED GENERAL PLAN AND ELEVATION

REVISED CONCEPT DESIGN
NOT FOR CONSTRUCTION

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DESIGNED BY	H. MONTILLA		BRIDGE STRUCTURAL
CHECKED BY	P. D'AMBROSIO		DRAWING NO. BRB-CB-102
APPROVED BY	J. SEABOLDT		REVISION

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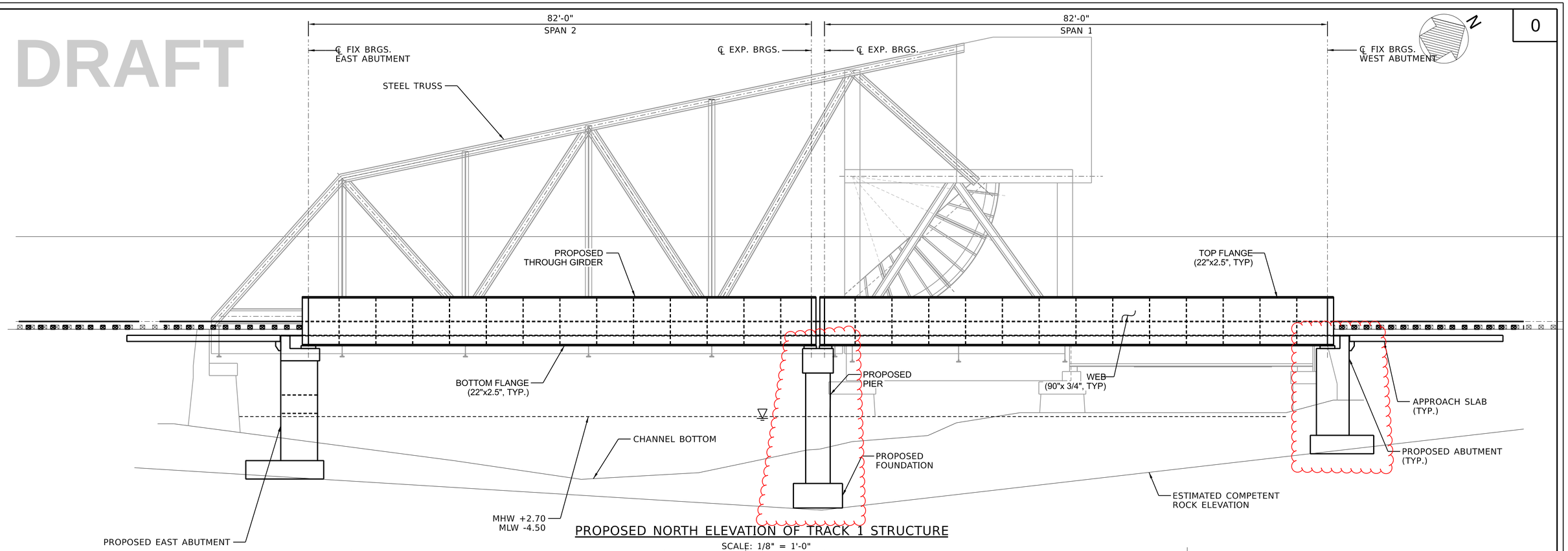
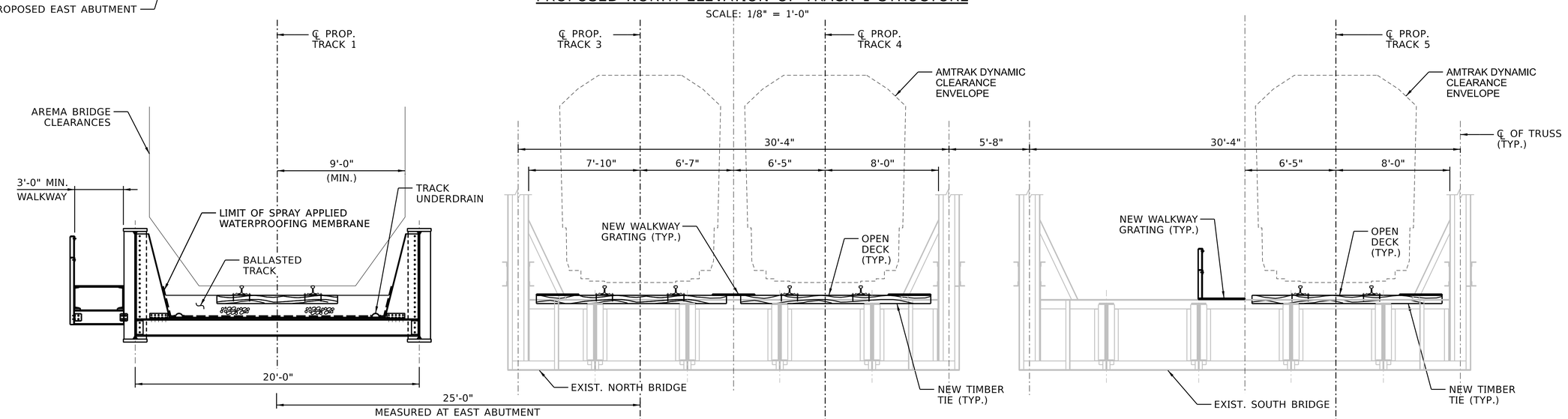


PROPOSED NORTH ELEVATION OF TRACK 1 STRUCTURE

SCALE: 1/8" = 1'-0"



PROPOSED TYPICAL SECTIONS

SCALE: 1/16" = 1'-0"

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REVISION	DESCRIPTION	DATE	APPROVED

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CONTRACT CBX001
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PENN STATION ACCESS PROJECT

11.40 - BRONX RIVER PROPOSED ELEVATION AND SECTION

REVISED CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	H. MONTILLA		DATE : 07/10/2020
DESIGNED BY	H. MONTILLA		BRIDGE STRUCTURAL
CHECKED BY	P. D'AMBROSIO		DRAWING NO. BRB-CB-103
APPROVED BY	J. SEABOLDT		REVISION

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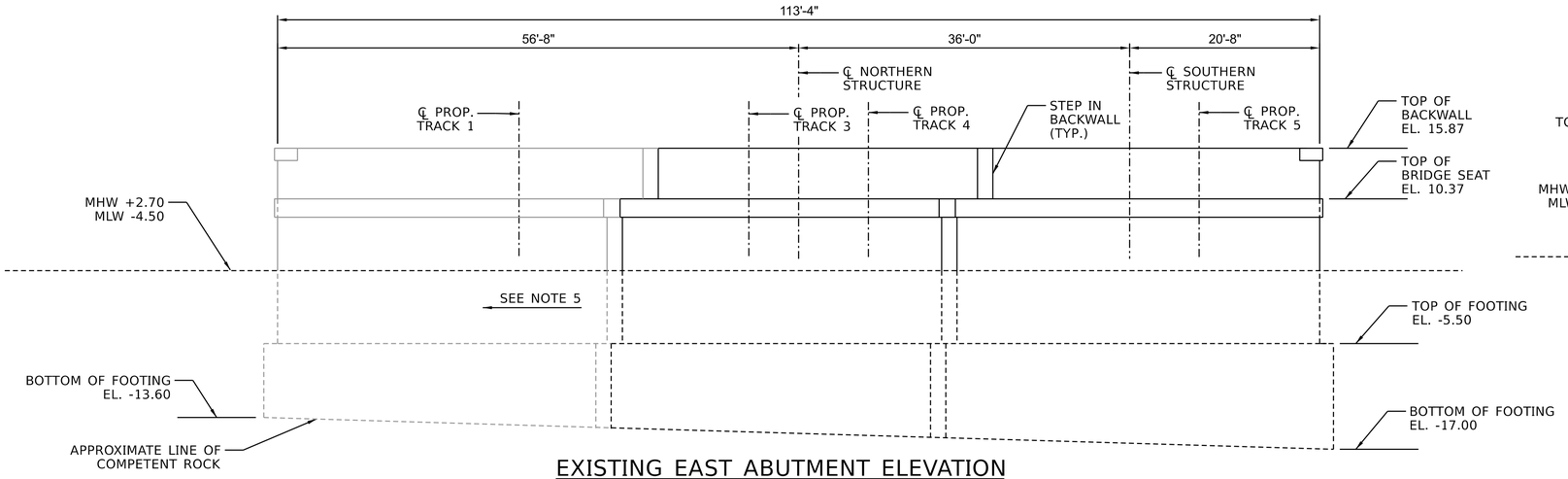
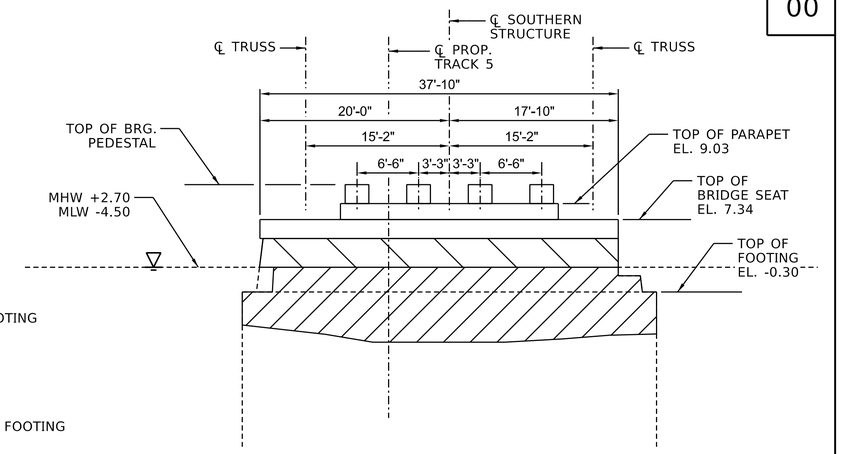
PRINT AS OF 7/30/2020

mmccormack



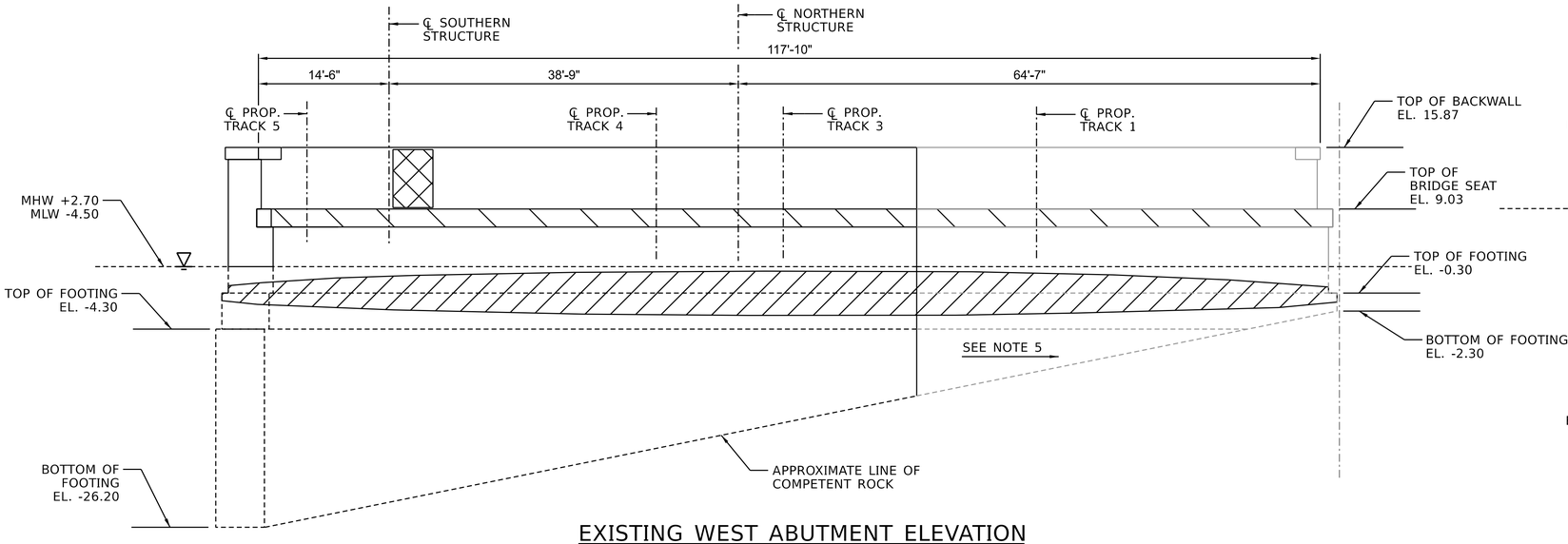
EXISTING EAST ABUTMENT ELEVATION

SCALE: 1/8" = 1'-0"



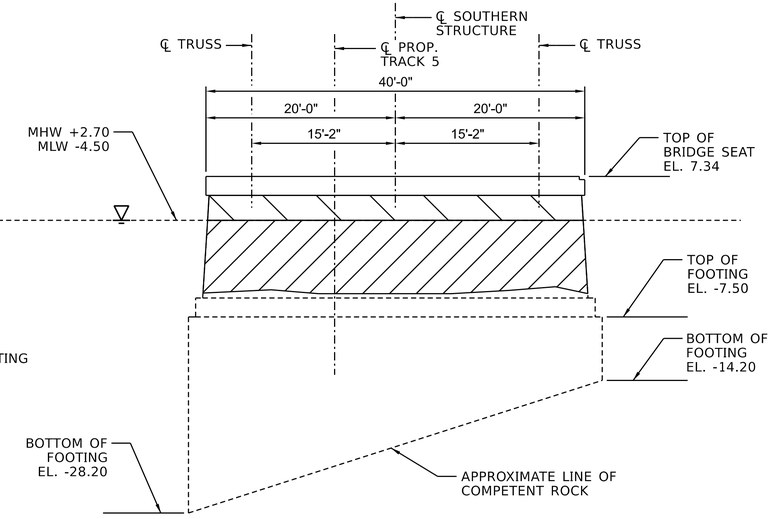
EXISTING PIER 1 - EAST ELEVATION (PIER 2 SIMILAR)

SCALE: 1/8" = 1'-0"



EXISTING WEST ABUTMENT ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING PIER 4 - EAST ELEVATION (PIER 5 SIMILAR)

SCALE: 1/8" = 1'-0"

LEGEND:

- MORTAR LOSS IN JOINTS BELOW MEAN HIGH WATER LINE.
- VARIOUS CRACKS IN STONES.
- CRACKS IN STONES OF BACKWALL.

NOTES:

1. FOR GENERAL STRUCTURAL NOTES, SEE DWGS. NOS. GEN-CB-001 AND GEN-CB-002.
2. ALL EXISTING (TO REMAIN) CONCRETE SUBSTRUCTURES SHALL BE SOUNDED TO IDENTIFY THE LIMITS OF CONCRETE DETERIORATION. ALL IDENTIFIED SPALLS, CRACKS, AND DELAMINATIONS SHALL BE REPAIRED AS PART OF THIS PROJECT. AREAS TO BE REPAIRED SHALL NOT BE LIMITED TO THE AREAS TO BE REPAIRED IDENTIFIED ON THIS DRAWING.
3. EXISTING SUBSTRUCTURE AND FOUNDATIONS SHOWN ON THIS DWG ARE PRIMARILY BASED ON THE AS-BUILTS FROM 1907 AND DO NOT FULLY REPRESENT THE FIELD CONDITIONS.
4. ALL DIMENSIONS TAKEN AT THE FRONT FACE OF BACKWALL UNLESS INDICATED OTHERWISE.
5. THE AREA OF THE EXISTING ABUTMENT TO SUPPORT THE PROPOSED TRACK 1 STRUCTURE HAS NOT BEEN INSPECTED AND ITS CONDITION IS UNKNOWN.

1/8" 0 4 8 16 FT

REVISION	DESCRIPTION	DATE	APPROVED

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PENN STATION ACCESS PROJECT

11.40 - BRONX RIVER EXISTING ABUTMENT ELEVATIONS

REVISED CONCEPT DESIGN
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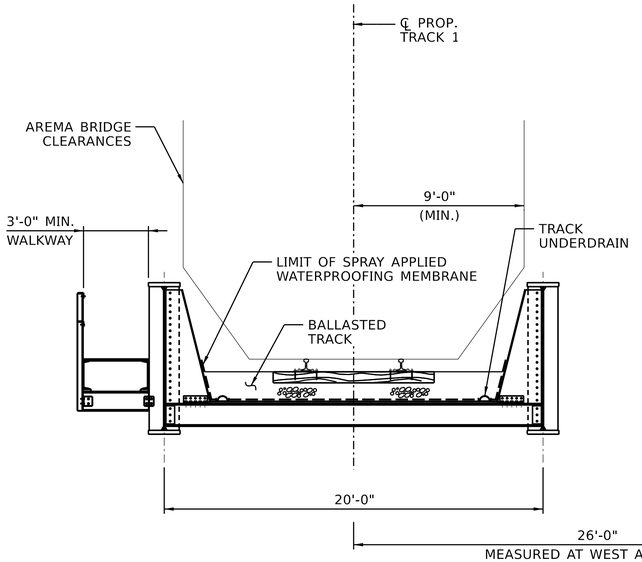
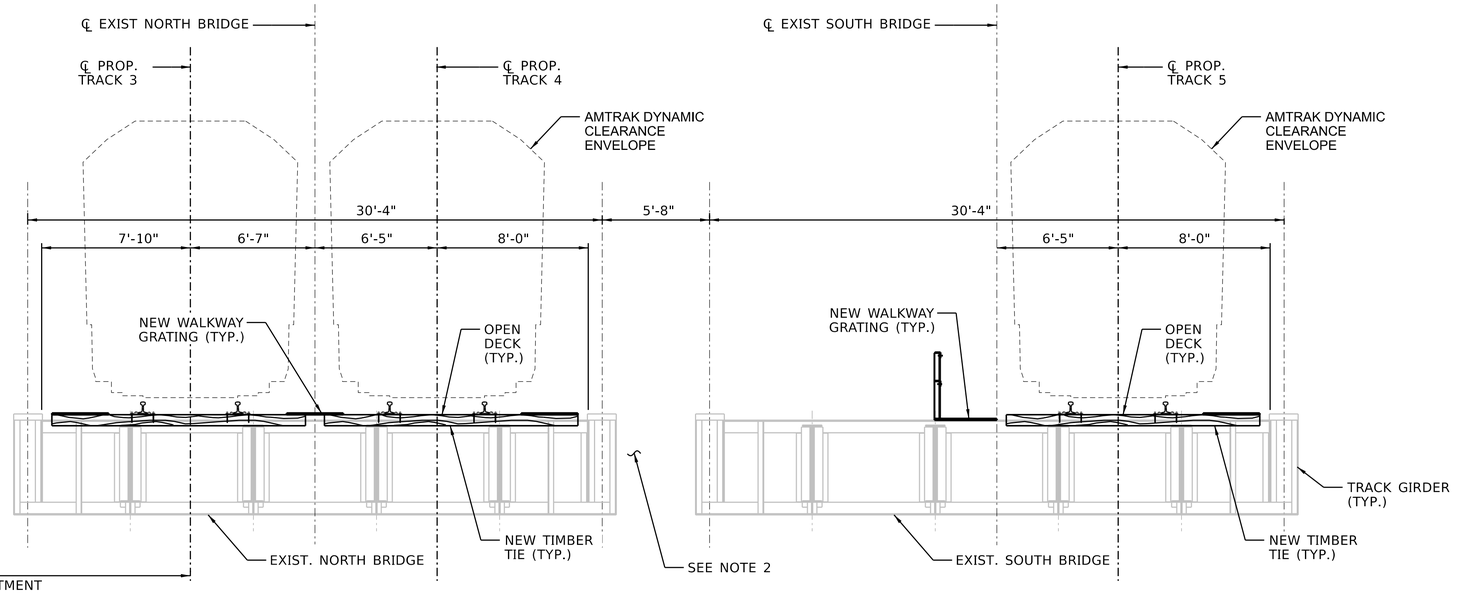
DRAWN BY	H. MONTILLA		DATE : 06/12/2020
DESIGNED BY	H. MONTILLA		BRIDGE STRUCTURAL
CHECKED BY	P. D'AMBROSIO		DRAWING NO. BRB-CB-201
APPROVED BY	J. SEABOLDT		REVISION



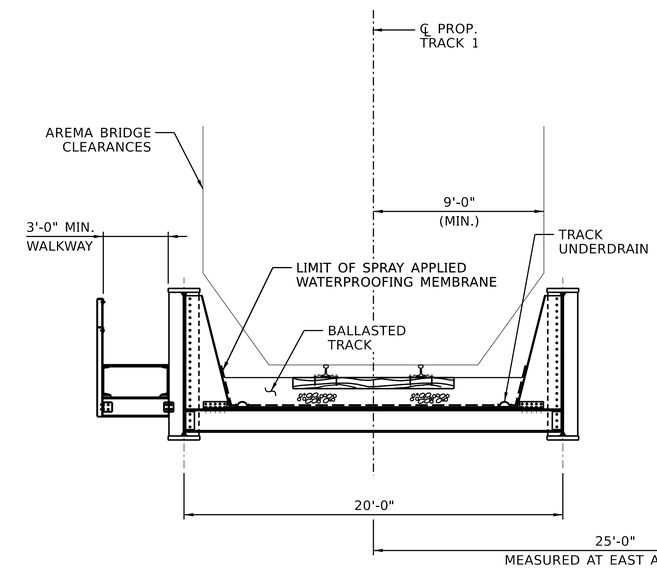
PROPOSED SPAN 1



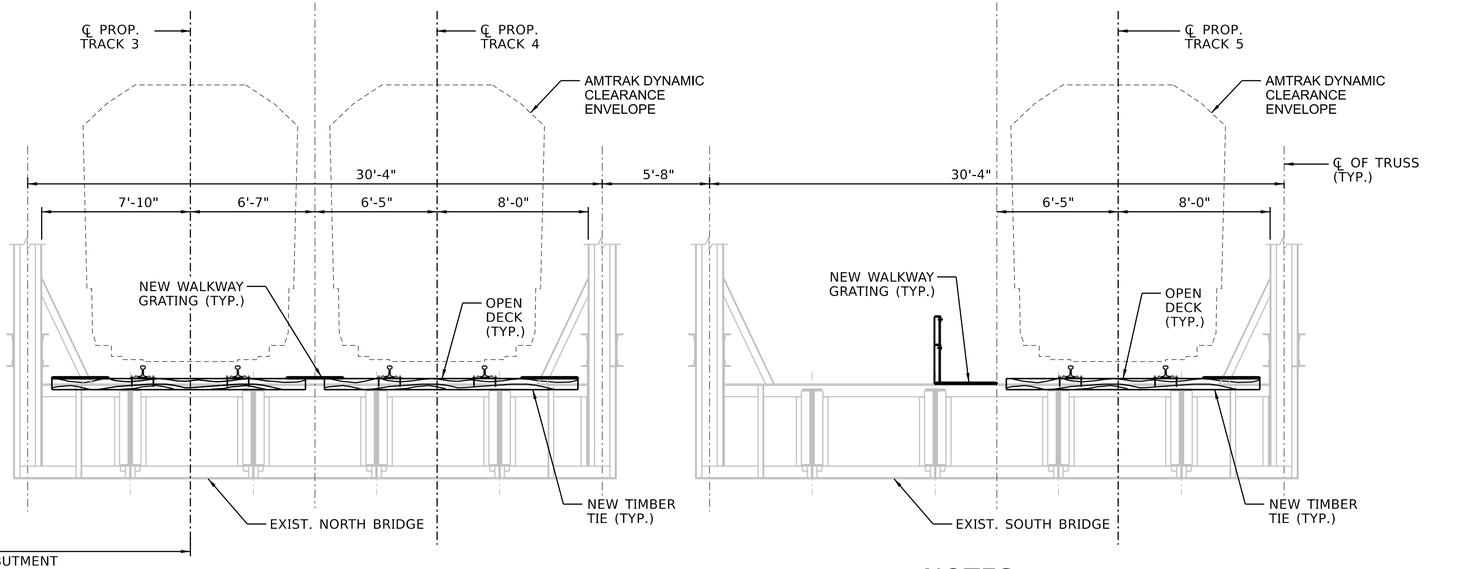
EXISTING SPAN 2

TYPICAL SECTION - 1

SCALE: ¼" = 1'-0"



PROPOSED SPAN 2



EXISTING SPAN 3

TYPICAL SECTION - 2

SCALE: ¼" = 1'-0"

NOTES:

1. FOR GENERAL STRUCTURAL NOTES, SEE DWGS. NOS. GEN-CB-001 AND GEN-CB-002.
2. RACK SUPPORTS NOT SHOWN FOR CLARITY.

0 2 4 8
1/4" FT

REVISION	DESCRIPTION	DATE	APPROVED

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CONTRACT CBX001
DESIGN-BUILD SERVICES FOR METRO-NORTH RAILROAD
PENN STATION ACCESS PROJECT

11.40 - BRONX RIVER PROPOSED SECTIONS

REVISED CONCEPT DESIGN
NOT FOR CONSTRUCTION

DRAWN BY	H. MONTILLA		DATE : 06/12/2020
DESIGNED BY	H. MONTILLA		BRIDGE STRUCTURAL
CHECKED BY	P. D'AMBROSIO		DRAWING NO. BRB-CB-303
APPROVED BY	J. SEABOLDT		REVISION

pw://mta-pw.bentley.com:mta-pw-02/Documents/PS864-BIM/Bronx River Bridge/Models & Drawings/civ/brdg/Sheets/PS864-BRB-CB-303.dgn

PRINT AS OF 6/11/2020

lramos

ATTACHMENT 2

BRONX RIVER BRIDGE

Site Photographs

Photo 1 – Existing Amtrak Hell Gate Line drawbridge across the Bronx River.

Photo 2 – Rip-rap along shoreline on west side of existing drawbridge.

Photo 3 – View looking upstream from west side of existing drawbridge.


Photo 4 – Intertidal shoreline beneath existing drawbridge, low tide.

ATTACHMENT 3

NOAA Fisheries Greater Atlantic Regional Fisheries Office
Essential Fish Habitat (EFH) Assessment & Fish and Wildlife Coordination Act (FWCA) Worksheet

This worksheet is your essential fish habitat (EFH) assessment. It provides us with the information necessary to assess the effects of your action on EFH and NOAA trust resources under the Fish and Wildlife Coordination Act (FWCA). Consultation is not required if:

1. there is no adverse effect on EFH or NOAA trust resources (see page 10 for more info).
2. no EFH is designated and no trust resources may be present at the project site.

Instructions

Federal agencies or their non-federal designated lead agency should email the completed worksheet and necessary attachments to nmfs.gar.efh.consultation@noaa.gov.

Include the public notice (if applicable) or project application and project plans showing:

- location map of the project site with area of impact.
- existing and proposed conditions.
- all waters of the U.S. on the project site with mean low water (MLW), mean high water (MHW), high tide line (HTL), and water depths clearly marked.
- sensitive habitats mapped, including special aquatic sites (submerged aquatic vegetation, saltmarsh, mudflats, riffles and pools, coral reefs, and sanctuaries and refuges), hard bottom or natural rocky habitat areas, and shellfish beds.
- site photographs, if available.

We will provide our EFH conservation recommendations and recommendations under the FWCA, as appropriate, within 30 days of receipt of a complete EFH assessment (60 days if an expanded consultation is necessary). Please submit complete information to minimize delays in completing the consultation.

This worksheet provides us with the information required[1] in an EFH assessment:

1. A description of the proposed action.
2. An analysis of the potential adverse effects on EFH and the federally managed species.
3. The federal agency's conclusions regarding the effects of the action on EFH.
4. Proposed mitigation, if applicable.

Your analysis **should focus on impacts that reduce the quality and/or quantity of the habitat or result in conversion to a different habitat type** for all life stages of species with designated EFH within the action area.

Use the information on the HCD website and NOAA's EFH Mapper to complete this worksheet. If you have questions, please contact the appropriate HCD staff member to assist you.

[1] The EFH consultation process is guided by the requirements of our EFH regulation at 50 CFR 600.905.

EFH ASSESSMENT WORKSHEET

General Project Information

Date Submitted: August 12, 2020

Project/Application Number:

Project Name: Metro North Railroad Penn Station Access Project - Bronx River Bridge

Project Sponsor/Applicant: Metropolitan Transportation Authority

Federal Action Agency (if state agency acting as delegated): Federal Transit Administration

Fast-41 or One Federal Decision Project: ☐ Yes ☑ No

Action Agency Contact Name: Eve Michel, Program Executive/Chief Architect

Contact Phone: 646-252-4107 Contact Email: emichel@mtacc.info

Latitude: 38.576 Longitude: -74.873

Address, City/Town, State:

Bronx River, approximately 500 feet upstream of Westchester Avenue, Bronx, NY.

Body of Water: Bronx River

Project Purpose:

The Project purpose is to provide Metro North customers with service into and out of Penn Station by diverting some New Haven Line (NHL) trains via Amtrak's Hell Gate Line (HGL). These additional tracks will enhance Metro North's network resiliency, support faster recovery efforts, and facilitate its ability to maintain acceptable levels of service when faced with service disruptions, severe weather events and other

Project Description:

The Project will include construction of additional passenger tracks within Amtrak's HGL right of way, allowing Metro North trains running on the NHL to go directly into Penn Station. The Project will also include the construction of four new Metro North stations along the HGL in the eastern Bronx, two new DC substations, and five new AC substations. The Project will require construction of a new two-span bridge over the Bronx River. The new bridge would hold one passenger track and be immediately upstream of an existing drawbridge over the river, in the location of a bridge span that was previously demolished. The new bridge will require one pier and two abutments, and includes work below the mean higher high water line.

Anticipated Duration of In-Water Work or Start/End Dates:

Construction of the Project would take approximately 3 to 6 months.The timing of in-water activity is not known; however, compliance with timing restrictions imposed by regulatory agencies would be maintained.

Habitat Description

EFH includes the biological, chemical, and physical components of the habitat. This includes the substrate and associated biological resources (e.g., benthic organisms, submerged aquatic vegetation, shellfish beds, salt marsh wetlands), the water column, and prey species.

Is the project in designated EFH[2]? ☑ Yes ☐ No

Is the project in designated HAPC[2]? ☐ Yes ☑ No

Is this coordination under FWCA only? ☐ Yes ☑ No

Total area of impact to EFH (indicate sq ft or acres): 1,835.5 sq ft (0.042 acre)

Total area of impact to HAPC (indicate sq ft or acres): none

Current water depths: 0-6 ft Salinity: 0-15 ppt Water temperature range: 28 - 85 °F

Sediment characteristics[3]: silt and fine sand

What habitat types are in or adjacent to the project area and will they be permanently impacted? Select all that apply. Indicate if impacts will be temporary, if site will be restored, or if permanent conversion of habitat will occur. A project may occur in overlapping habitat types.

	Habitat Type	**Total impact (sq ft/acres)**	**Impacts are temporary**	**Restored to pre-existing conditions**	**Permanent conversion of all or part of habitat**
☐	Marine				
☑	Estuarine	1,835 sq ft/0.042 acre	1,542.6 sq ft/0.035 acre	1,542.6 sq ft/0.035 acre	292.2 sq ft/0.007 acre
☑	Riverine (tidal)	1,835 sq ft/0.042 acre	1,542.6 sq ft/0.035 acre	1,542.6 sq ft/0.035 acre	292.2 sq ft/0.007 acre
☐	Riverine (non-tidal)				
☑	Intertidal	1,835 sq ft/0.042 acre	1,542.6 sq ft/0.035 acre	1,542.6 sq ft/0.035 acre	292.2 sq ft/0.007 acre
☐	Subtidal				
☐	Water column				
☐	Salt marsh/ Wetland (tidal)				
☐	Wetland (non-tidal)				

[2] Use the tables on pages 7-9 to list species with designated EFH or the type of designated HAPC present.
[3] The level of detail is dependent on your project – e.g., a grain size analysis may be necessary for dredging.

	Habitat Type	Total impact (sq ft/acres)	Impacts are temporary	Restored to pre-existing conditions	Permanent conversion of all or part of habitat
☐	Rocky/hard bottom[4]:				
☐	Sand				
☐	Shellfish beds or oyster reefs				
☑	Mudflats	1,835 sq ft/0.042 acre	1,542.6 sq ft/0.035 acre	1,542.6 sq ft/0.035 acre	292.2 sq ft/0.007 acre
☐	Submerged aquatic vegetation (SAV)[5], macroalgae, epifauna				
☐	Diadromous fish (migratory or spawning habitat)				

Indicate type(s) of rocky/hard bottom habitat (pebble, cobble, boulder, bedrock outcrop/ledge) and species of SAV:

Project Effects

Select all that apply	Project Type/Category
☐	Hatchery or Aquaculture
☐	Agriculture
☐	Forestry
☐	Military (e.g., acoustic testing, training exercises)
☐	Mining (e.g., sand, gravel)
☐	Restoration or fish/wildlife enhancement (e.g., fish passage, wetlands, beach renourishment, mitigation bank/ILF creation)

[4] Indicate type(s). The type(s) of rocky habitat will help you determine if the area is cod HAPC.
[5] Indicate species. Provide a copy of the SAV report and survey conducted at the site, if applicable.

Select all that apply	Project Type/Category
☑	Infrastructure/transportation (e.g., culvert construction, bridge repair, highway, port)
☐	Energy development/use
☐	Water quality (e.g., TMDL, wastewater, sediment remediation)
☐	Dredging/excavation and disposal
☐	Piers, ramps, floats, and other structures
☐	Bank/shoreline stabilization (e.g., living shoreline, groin, breakwater, bulkhead)
☐	Survey (e.g., geotechnical, geophysical, habitat, fisheries)
☐	Other

Select all that apply	Potential Stressors Caused by the Activity	Select all that apply and if temporary or permanent		Habitat alterations caused by the activity
☐	Underwater noise	Temp	Perm	
☑	Water quality/turbidity/ contaminant release	☐	☐	Water depth change
☑	Vessel traffic/barge grounding	☐	☐	Tidal flow change
☐	Impingement/entrainment[6]	☑	☑	Fill
☐	Prevent fish passage/spawning	☐	☐	Habitat type conversion
☑	Benthic community disturbance			Other:
☑	Impacts to prey species			Other:

[6] Entrainment is the voluntary or involuntary movement of aquatic organisms from a water body into a surface diversion or through, under, or around screens and results in the loss of the organisms from the population. Impingement is the involuntary contact and entrapment of aquatic organisms on the surface of intake screens caused when the approach velocity exceeds the swimming capability of the organism.

Details: project impacts and mitigation

The level of detail that you provide should be commensurate with the magnitude of impacts associated with the proposed project. Attach supplemental information if necessary.

Describe how the project would impact each of the habitat types selected above. Include temporary and permanent impact descriptions and direct and indirect impacts.

The Project would result in impacts to a total of approximately 1,835.5 sq ft (0.042 acre) of EFH along the shoreline of the Bronx River. Permanent impact to EFH is limited to approximately 292.2 sq. ft. (0.007 acre) of impact to intertidal habitat from the construction of a pier and an abutment. Temporary impact to EFH is approximately 1,542.6 sq ft (0.035 acre) from temporary fill and installation of cofferdams during construction.

What specific measures will be used to avoid impacts, including project design, turbidity controls, acoustic controls, and time of year restrictions? If impacts cannot be avoided, why not?

Temporary cofferdams would be used so that deep drilling and construction of foundations for the new bridge abutment and pier can be constructed in dry conditions. In-water work would be conducted in compliance with SPDES regulations and any conditions imposed by state and federal permitting agencies.

What specific measures will be used to minimize impacts?

As described above, cofferdams would be used for in-water work. During over-water work, best management practices, including silt fences, netting and other sediment containment techniques, would be used to protect the surface water bodies and associated aquatic resources.

Is compensatory mitigation proposed? ☑ Yes ☐ No

If no, why not? If yes, describe plans for mitigation and how this will offset impacts to EFH. Include a conceptual compensatory mitigation and monitoring plan, if applicable.

All impacts to tidal wetland would be mitigated via the purchase of credits from a mitigation bank, pending approval by the United States Army Corps of Engineers.

Federal Action Agency's EFH determination (select one)	
☐	There is no adverse effect[7] on EFH or EFH is not designated at the project site. EFH Consultation is not required. This is a FWCA-only request.
☑	The adverse effect[7] on EFH is not substantial. This means that the adverse effects are no more than minimal, temporary, or can be alleviated with minor project modifications or conservation recommendations. This is a request for an abbreviated EFH consultation.
☐	The adverse effect[7] on EFH is substantial. This is a request for an expanded EFH consultation. We will provide more detailed information, including an alternatives analysis and NEPA document, if applicable.

EFH and HAPC designations[8]

Use the EFH mapper to determine if EFH may be present in the project area and enter all species and lifestages that have designated EFH. Optionally, you may review the EFH text descriptions linked to each species in the EFH mapper and use them to determine if the described habitat is present. We recommend this for larger projects to help you determine what your impacts are.

Species	EFH is designated/mapped for:				Habitat present based on text description (optional)
	EFH: eggs	EFH: larvae	EFH: juvenile	EFH: adults/ spawning adults	
Winter Flounder	☑	☑	☑	☑	☑
Little Skate	☐	☐	☑	☑	☐
Atlantic Herring	☐	☐	☑	☑	☑
Pollock	☐	☐	☑	☑	☐

[7] An **adverse effect** is any impact that reduces the quality and/or quantity of EFH. Adverse effects may include direct or indirect physical, chemical, or biological alterations of the waters or substrate and loss of, or injury to, benthic organisms, prey species and their habitat, and other ecosystem components. Adverse effects to EFH may result from actions occurring within EFH or outside of EFH and may include site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions.

[8] Within the Greater Atlantic Region, EFH has been designated by the New England, Mid-Atlantic, and South Atlantic Fisheries Management Councils and NOAA Fisheries.

Species	EFH is designated/mapped for:				Habitat present based on text description (optional)
	EFH: eggs	EFH: larvae	EFH: juvenile	EFH: adults/ spawning adults	
Red Hake	✔	✔	✔	✔	✔
Windowpane Flounder	✔	✔	✔	✔	✔
Winter Skate			✔	✔	
Scup	✔	✔	✔	✔	
Longfin Inshore Squid	✔		✔	✔	
Atlantic Mackerel	✔	✔	✔	✔	
Bluefish			✔	✔	✔
Atlantic Butterfish	✔	✔		✔	✔
Summer Flounder			✔	✔	✔
Black Sea Bass			✔		

HAPCs

Select all that are in your action area.

☐	Summer flounder: SAV[9]	☐	Alvin & Atlantis Canyons
☐	Sandbar shark	☐	Baltimore Canyon
☐	Sand Tiger Shark (Delaware Bay)	☐	Bear Seamount
☐	Sand Tiger Shark (Plymouth-Duxbury-Kingston Bay)	☐	Heezen Canyon
☐	Inshore 20m Juvenile Cod	☐	Hudson Canyon
☐	Great South Channel Juvenile Cod	☐	Hydrographer Canyon
☐	Northern Edge Juvenile Cod	☐	Jeffreys & Stellwagen
☐	Lydonia Canyon	☐	Lydonia, Gilbert & Oceanographer Canyons
☐	Norfolk Canyon (Mid-Atlantic)	☐	Norfolk Canyon (New England)
☐	Oceanographer Canyon	☐	Retriever Seamount
☐	Veatch Canyon (Mid-Atlantic)	☐	Toms, Middle Toms & Hendrickson Canyons
☐	Veatch Canyon (New England)	☐	Washington Canyon
☐	Cashes Ledge	☐	Wilmington Canyon

[9] Summer flounder HAPC is defined as all native species of macroalgae, seagrasses, and freshwater and tidal macrophytes in any size bed, as well as loose aggregations, within adult and juvenile summer flounder EFH. In locations where native species have been eliminated from an area, then exotic species are included. Use local information to determine the locations of HAPC.

ATTACHMENT 4

EFH Data Notice: Essential Fish Habitat (EFH) is defined by textual descriptions contained in the fishery management plans developed by the regional Fishery Management Councils. In most cases mapping data can not fully represent the complexity of the habitats that make up EFH. This report should be used for general interest queries only and should not be interpreted as a definitive evaluation of EFH at this location. A location-specific evaluation of EFH for any official purposes must be performed by a regional expert. Please refer to the following links for the appropriate regional resources.

Greater Atlantic Regional Office
Atlantic Highly Migratory Species Management Division

Query Results

Degrees, Minutes, Seconds: Latitude = 40º49'43" N, Longitude = 74º6'58" W
Decimal Degrees: Latitude = 40.83, Longitude = -73.88

The query location intersects with spatial data representing EFH and/or HAPCs for the following species/management units.

*** W A R N I N G ***

Please note under "Life Stage(s) Found at Location" the category "ALL" indicates that all life stages of that species share the same map and are designated at the queried location.

EFH

Show	Link	Data Caveats	Species/Management Unit	Lifestage(s) Found at Location	Management Council	FMP
			Winter Flounder	Eggs Juvenile Larvae/Adult	New England	Amendment 14 to the Northeast Multispecies FMP
			Little Skate	Juvenile Adult	New England	Amendment 2 to the Northeast Skate Complex FMP
			Atlantic Herring	Juvenile Adult	New England	Amendment 3 to the Atlantic Herring FMP
			Pollock	Adult Juvenile	New England	Amendment 14 to the Northeast Multispecies FMP
			Red Hake	Adult Eggs/Larvae/Juvenile	New England	Amendment 14 to the Northeast Multispecies FMP

Show	Link	Data Caveats	Species/Management Unit	Lifestage(s) Found at Location	Management Council	FMP
			Windowpane Flounder	Adult Larvae Eggs Juvenile	New England	Amendment 14 to the Northeast Multispecies FMP
			Winter Skate	Adult Juvenile	New England	Amendment 2 to the Northeast Skate Complex FMP
			Scup	Larvae Eggs Juvenile Adult	Mid-Atlantic	Summer Flounder, Scup, Black Sea Bass
			Longfin Inshore Squid	Juvenile Adult Eggs	Mid-Atlantic	Atlantic Mackerel, Squid,& Butterfish Amendment 11
			Atlantic Mackerel	Eggs Larvae Juvenile Adult	Mid-Atlantic	Atlantic Mackerel, Squid,& Butterfish Amendment 11
			Bluefish	Adult Juvenile	Mid-Atlantic	Bluefish
			Atlantic Butterfish	Eggs Larvae Adult	Mid-Atlantic	Atlantic Mackerel, Squid,& Butterfish Amendment 11
			Summer Flounder	Juvenile Adult	Mid-Atlantic	Summer Flounder, Scup, Black Sea Bass
			Black Sea Bass	Juvenile	Mid-Atlantic	Summer Flounder, Scup, Black Sea Bass

HAPCs

No Habitat Areas of Particular Concern (HAPC) were identified at the report location.

EFH Areas Protected from Fishing

No EFH Areas Protected from Fishing (EFHA) were identified at the report location.

Spatial data does not currently exist for all the managed species in this area. The following is a list of species or management units for which there is no spatial data. **For links to all EFH text descriptions see the complete data inventory: open data inventory -->
Mid-Atlantic Council HAPCs, No spatial data for summer flounder SAV HAPC.