U.S. Department of Transportation
Federal Railroad Administration

Grant/Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS
Moynihan Station Development Corporation
633 3rd Ave Fl 36
New York, NY 10017-6706

2. AGREEMENT NUMBER: FR-TGR-0007-11-01-00

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 02/01/2012 TO 02/29/2016

5. FEDERAL FUNDING PERIOD: FROM 02/01/2012 TO 02/29/2016

1A. IRS/VENDOR NO. 132624287

1B. DUNS NO. 197294718

6. ACTION New

7. CFDA#: 20.933

9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS 0

8. PROJECT TITLE
Moynihan Station Project

10. AMOUNT OF THIS AGREEMENT OR AMENDMENT 83,000,000

11. TOTAL AGREEMENT AMOUNT 83,000,000

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

Standard Terms and Conditions, Attachment 1
Statement of Work and Project Schedule, Attachment 2
Recovery Act Requirements and Contract Clauses, Attachment 3
Project Budget, Attachment 4
Quarterly Progress Report, Attachment 5
ACH Vendor/Miscellaneous Payment Enrollment Form, Attachment 6

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
American Recovery and Reinvestment Act of 2009, Public Law 111-5 (February 17, 2009)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 9011000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FR-TGR-0007-11-01-00	2791101067	2011	97050029D0	83,000,000

AWARD ATTACHMENTS

Moynihan Station Development Corporation FR-TGR-0007-11-01-00

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work and Project Schedule, Attachment 2
3. Recovery Act Requirements and Contract Clauses, Attachment 3
4. Project Budget, Attachment 4
5. Quarterly Progress Report, Attachment 5
6. ACH Vendor/Miscellaneous Payment Enrollment Form, Attachment 6

Attachment 1

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM STANDARD TERMS AND CONDITIONS

WHEREAS, the Grantee (or the "Recipient") has applied for a grant under the TIGER Discretionary Grant Program, authorized by the American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the "Recovery Act," as more specifically described in the Statement of Work ("Project"), and

WHEREAS, the U.S. Department of Transportation ("DOT," "Department" or "Government"), acting for the United States, received and reviewed over 1,400 applications for grants under the TIGER Discretional Grant Program; and

WHEREAS, DOT selected 51 projects to receive TIGER Discretionary Grants because of the benefits that these projects are expected to provide; and

WHEREAS, the Project was selected for funding by the Secretary based upon the contribution of the Project to improving transportation benefits, as set forth in the Secretary's decision memorandum;

WHEREAS, in September 2009, the New York State Department of Transportation (NYSDOT), on behalf of New York State, submitted an application for a TIGER Discretionary Grant for Phase 1 of the Project;

WHEREAS, subsequent to that application, the Grantee, which is a subsidiary of the Empire State Development Corporation and an instrumentality of the State of New York, has been designated by NYSDOT to be the grantee;

NOW THEREFORE, the U.S. Department of Transportation, acting through the Federal Railroad Administration ("FRA"), awards this grant in the amount indicated on the Grant/Cooperative Agreement (page 1), to be administered by the FRA, to enable the Grantee's to carry out the Project, in accordance with the terms and conditions of this grant agreement ("Agreement").

SECTION 1. LEGISLATIVE AUTHORITY

Title XII of the Recovery Act provides that "…the Secretary of Transportation shall distribute funds provided…as discretionary grants to be awarded to State and local governments or transit agencies on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region." The Act also provides that "…projects eligible for funding provided under this heading shall include, but not be limited to, highway or bridge projects eligible under title 23, United States Code,

including interstate rehabilitation, improvements to the rural collector road system, the reconstruction of overpasses and interchanges, bridge replacements, seismic retrofit projects for bridges, and road realignments; public transportation projects eligible under chapter 53 of title 49, United States Code, including investments in projects participating in the New Starts or Small Starts programs that will expedite the completion of those projects and their entry into revenue service; passenger and freight rail transportation projects; and port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement."

Further, the Recovery Act provides that the authority to award a grant under the TIGER Discretionary Grant Program and perform oversight may be transferred from the Secretary of Transportation to the Administrators of the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration and the Maritime Administration.

SECTION 2. GENERAL TERMS AND CONDITIONS

a) The maximum obligation of the FRA/DOT payable under this award, hereinafter referred to as the "Grant," shall be the amount indicated in sections 10 and 11 of the Grant/Cooperative Agreement (page 1), subject to all the terms and conditions in this Agreement.

b) Payment of the Grant will be made pursuant to and in accordance with 49 CFR Parts 18 and 19 (the latter to the extent that a non-governmental grantee receives grant funding), as those parts might be amended. Final determination of Grant expenditures may be based upon a final review of the total amount of agreed Project costs, and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles (2 CFR 225 (State and Local Governments); 2 CFR 215 (Higher Education Institutions); or 2 CFR 230 (Non-Profit or For Profit Organizations)).

c) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule, as included in Attachment 2, or as otherwise prepared by the Grantee and approved in writing by the FRA.

d) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the "Application," including the assurances and certifications accompanying the Application, incorporated herein by reference and made a part hereof, and the FRA/DOT is relying upon the Grantee's assurances, certifications, and other representations made in the Application, or any other related documents submitted to the FRA/DOT; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state

and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.

e) The FRA/DOT has determined that the Project should receive a Grant based on a review of the Project's potential to rapidly create jobs and economic activity; to provide lasting, long-term economic benefits for the transportation system; and to provide other outcomes, as specified in the June 17, 2009, Federal Register Notice, "Notice of Funding Availability for Supplemental Discretionary Grants for Capital Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act" (Docket No. OST-2009-0115).

f) Grant recipients will be monitored periodically by the FRA/DOT, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

g) The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the FRA/DOT determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to this Agreement.

h) The Grantee agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the FRA/DOT. The Grantee agrees to furnish the FRA/DOT, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the FRA/DOT.

i) The DOT is subject to the Freedom of Information Act (FOIA). Grantees should, therefore, be aware that all applications and related materials submitted by applicants related to this Agreement will become agency records and, thus, are subject to FOIA and to public release through individual FOIA requests. The Recovery Act also mandates broad public dissemination of information related to the expenditure of funds through reporting requirements and website postings that are addressed in other

sections of this Agreement. President Obama's March 20, 2009 Memorandum for the Heads of Executive Departments and Agencies on Ensuring Responsible Spending of Recovery Act Funds mandates the strongest possible efforts to ensure public transparency and accountability of Recovery Act expenditures.

j) The FRA/DOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

k) As discussed in Section II(B)(1)(b) of the June 17, 2009, Federal Register notice for the TIGER Discretionary Grant program (http://edocket.access.gpo.gov/2009/pdf/E9-14262.pdf), and consistent with the Recovery Act and with OMB's Updated Guidance, issued on April 3, 2009, and Federal laws guaranteeing equal opportunity, the Grantee agrees to assist the DOT in meeting disadvantaged business enterprise (DBE) goals by continuing to provide DOT with information on: (1) whether the Project will promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; (2) whether the Project will provide maximum practicable opportunities for small businesses and disadvantaged business enterprises, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) whether the Project will make effective use of community-based organizations in connecting disadvantaged workers with economic opportunities; (4) whether the Project will support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) whether the Project implements best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals — regardless of race, gender, age, disability, and national origin — benefit from the Recovery Act.

The Grantee agrees to: 1) promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; 2) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; 3) make effective use of community-based organizations in connecting low income or unemployed workers with economic opportunities; 4) give priority consideration to doing business under this Agreement with firms that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and 5) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for enduring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from the Recovery Act.

An example of a best practice under 5) above would be to incorporate key elements of the Department's DBE program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts under this Agreement that have subcontracting possibilities. The goal would reflect

the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to fulfill the program requirement.

A recipient incorporating this best practice into its implementation of this Agreement must provide the Department a plan for doing so within 30 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the Grantee agrees to provide the Department with a written explanation and an alternative program for ensuring the nondiscriminatory use of contractors owned and controlled by socially and economically disadvantaged individuals.

l) In accordance with OMB Recovery Act Guidance, the Grantee may recover costs in the amount of up to .5% of the grant amount for administering the grant (available at http://www.whitehouse.gov/omb/recovery_default/), and in the answers to Frequently Asked Questions, available at http://www.whitehouse.gov/omb/recovery_faqs. Information about which administrative costs are reimbursable under this program is available in 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State and Local Governments" [located at: http://www.whitehouse.gov/omb/circulars/a087/a087-all.html], and in Recovery Act specific guidance in OMB Memorandum M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009). The costs for performance measures required under this Agreement are permitted as part of the up to .5% in administrative costs.

m) Subject to Paperwork Reduction Act approval, as necessary, and the mutual agreement by the parties to a performance measurement plan, the Grantee agrees to collect the data necessary to track and report on the performance measures to be identified in a future agreement.

n) FRA/DOT encourages Grantees, Sub recipients and Subgrantees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or–rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. See Executive order 13513 "Federal Leadership on Reducing Text Messaging While Driving" Oct. 1, 2009 (available at http://edocket.access.gpo.go/2009E9-24203htm) and DOT Order 3902.1 "Text Messaging while Driving", December 30, 2009 (Available at http://dotnet.gov.gov), as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010). This includes, but is not limited to, the Grantee/Subgrantee/Recipient:

1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
3) Encouraging voluntary compliance with the agency's text messaging policy while off duty.
All Recipients and sub recipients of financial assistance are encouraged to insert the substance of this clause in all assistance awards.

SECTION 3. APPLICABLE FEDERAL LAWS AND REGULATIONS

In addition to any other Federal requirements that apply, performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable to the type of organization of the Recipient and any applicable sub-recipients:

a) For State, local or Tribal Governmental Entities: 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and OMB Circular A-87, "Cost Principles for State and Local Governments," as amended. These identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

b) FRA/DOT's procurement standards for grants, will apply to the extent that the Grantee procures property and services in carrying out the Project, specifically the "Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments" (49 CFR 18.36), located at: http://www.dot.gov/ost/m60/grant/49cfr18.htm, or the "Uniform Administrative Requirements for Grants and Grant Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (49 CFR 19.40-19.48), located at: http://www.dot.gov/ost/m60/grant/49cfr19.htm. The property management standards of 49 C.F.R. §18.31, 18.32 and 18.33 or 19.30 through 19.37 (as appropriate) will apply to the use and management of Project property.

c) Section 902 of the Recovery Act, requiring that each contract awarded using Recovery Act funds must include a provision that provides the U.S. Comptroller General and his or her representatives with the authority to: 1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and 2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

d) Section 1515 of the Recovery Act, authorizing the DOT Office of the Inspector General to: 1) examine any records of the contractor or Grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract,

grant or subgrant; and 2) interview any officer or employee of the contractor, Grantee, subgrantee, or agency regarding such transactions.

e) Section 1605 of the Recovery Act (Buy American Requirements (regulations at 2 CFR Part 176.140)) to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair of a public building or public work that utilizes iron, steel, and/or manufactured goods that are not covered under international agreements. See Attachment B, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1605 compliance.

f) Section 1606 of the Recovery Act (Davis-Bacon Act Wage Rate Requirements (regulations at 2 CFR Part 176.190)) to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair work. See Attachment 3, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1606 compliance.

g) Section 1604 of the Recovery Act, which prohibits the Grantee from expending funds under this Agreement on any casino, or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

h) Sections 1201, 1511, and 1607 of the Recovery Act, requiring certifications (existing certifications will remain valid unless an update is needed). Note that the Section 1511 certification requirement pertains to particular infrastructure investments. All certifications, once executed, should have been submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary for Transportation Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to be submitted via U.S. mail. As required by the Recovery Act, Certifications under Section 1511 shall be immediately posted on a website and linked to the website Recovery.gov. No funds may be obligated until such posting is made.

i) Section 1553 of the Recovery Act, which requires the Grantee to provide Whistleblower protections. As a non-Federal employer, the Grantee is required to post a notice of the rights and remedies provided under this section. The whistleblower program requirements and poster are available at the following web site: http://www.recovery.gov/?q=content/whistleblower-information.

j) Section 1554 of the Recovery Act, which requires the Grantee to award contracts as fixed-price contracts to the maximum extent possible through the use of competitive procedures. In the rare circumstances where the Grantee does not award fixed–price contracts and does not use competitive procedures, the Grantee shall publicly and electronically post a summary of such contracts.

k) The Single Audit Act Amendments of 1996 and the Office of Management and Budget's (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (Single Audit Information requirements for Recipients of

Recovery Act Funds (regulations at 2 CFR Part 176.210)), which govern the tracking and documentation of all Recovery Act expenditures. This includes compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of $500,000 or more in a year in Federal awards. See Attachment 3, Recovery Act Requirements and Contract Clauses, for requirements and more information on Single Audit Information compliance.

l) The "New Restrictions on Lobbying," (49 CFR Part 20) [located at: http://www.dot.gov/ost/m60/grant/49cfr20.htm].

m) The "Cost Principles for State and Local Governments" 2 CFR Part 225 (OMB Circular A-87), or other applicable cost principles, depending upon the grantee involved [located at: http://www.whitehouse.gov/omb/circulars/a087/a087-all.html].

n) OMB Circular A-102, "Grants and Grant Agreements with State and Local Governments" or other applicable requirements, depending upon the grantee involved [located at: http://www.whitehouse.gov/omb/circulars/a102/a102.html].

o) Any other applicable Federal regulation or statute, including each of the laws, regulations, executive orders, policies, guidelines, and requirements identified in the grant assurances included as part of the Grantee's Application.

SECTION 4. GRANTEE AND PROJECT CONDITIONS

a) Grantee: The Grantee agrees to administer this Grant in a sound, economical, and efficient manner, and according to the conditions set forth in this Agreement.

The Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee is identified in section 1B on the Grant/Cooperative Agreement (page 1).

b) Notices:

Notices required by this Agreement should be addressed as follows:

As to the FRA:

Mark E. Yachmetz
Associate Administrator for Railroad Policy & Development
The Federal Railroad Administration
US Department of Transportation
1200 New Jersey Ave. SE W38-316
Washington, DC 20590

Robert A. Mariner
Senior Policy Analyst
Office of the Secretary
US. Department of Transportation
1200 New Jersey Ave, SE W84-224
Washington, DC 20590

As to the Grantee:

Timothy Gilchrist
President
Moynihan Station Development Corporation
633 Third Avenue
New York, NY 10017

c) Project Description and Milestones:

1) Project Description: The Grantee shall furnish all personnel, facilities, and equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work (Attachment 2) and Approved Project Budget (Attachment 4), and in accordance with the representations, certifications, and assurances set forth in the Grantee's Application, incorporated herein and made a part hereof.

2) Term: Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the time period indicated on the Grant/Cooperative Agreement (page 1), sections 4 and 5. This time period includes the period for both completion of the Project, and completion and submission of any reports or deliverables required by this Agreement.

3) State and Local Planning:

Planning Program Date: Included in New York Metropolitan Transportation Council TIP on E/STIP dated 8/10/10

4) Environmental Process:

Environmental Approval Type: *Indicate type of document (Record of Decision, Finding of No Significant Impact, or Categorical Exclusion).*

Lead Agency: **Federal Railroad Administration (FRA)**

DOT Agency (if not Lead Agency): **n/a**

Date of Environmental Approval: **July 20, 2010**

Title of the Environmental Document: ***Finding of No Significant Impact***

5) Project Schedule:

Planned or Actual Construction Start Date: **June 2011**

Planned Project Completion Date: **June 2016**

d) Project Funding:

1) TIGER Discretionary Grant Program Funding:

The total not-to-exceed amount of Federal funding that is provided under this Agreement is identified on the Grant/Cooperative Agreement (page 1) sections 10 and 11. The FRA/DOT's liability to make payments to the Grantee under this Agreement is limited to those funds obligated under this Agreement as indicated above and any subsequent amendments.

2) Local Financial Commitment (if any):

A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/ private funding or in/kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the project costs as necessary to complete the Project.

B. The Grantee agrees to notify the FRA/DOT within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to fund the project costs necessary to complete the Project as set forth in the Grantee's Application. In its notification, the Grantee shall advise the FRA/DOT of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the FRA/DOT as set forth in Paragraph (A) of this section 4(d)(2). The FRA/DOT is not responsible for any funding shortfalls regarding the non-TIGER grant amount share. The TIGER Discretionary Grant Amount will remain unchanged (See section 10 of this Agreement regarding termination).

3) Grant Funds and Sources of Project Funds:

A. The total estimated cost of the Project is $267,290,000.

B. FRA TIGER grant funding assistance is limited to 31.0524% of the estimated cost for completing the Project. Consequently, of the

amount specified in subparagraph (A) of this section, FRA TIGER funding assistance under this Agreement is not to exceed $ 83,000,000.

C. Additonal federal funding will be arranged by the Grantee in the amount of $163,139,561, which is 61.0346% of total project costs.

D. Grantee funding assistance (including all sources other than that provided in (B & C) above) shall not be less than 7.9130% of the total cost of the Project. Consequently, of the amount specified in subparagraph (A) of this section, Grantee funding is not to be less than $21,150,439.

E. When requesting payment, the Grantee must identify: (1) the total amount of costs for which funding is requested;; and (2) the amount of federal TIGER assistance dollars requested for payment. Although TIGER grant funding may be drawn without being match by other Federal funding and Grantee funding, non-TIGER grant funding must be provided during the Project period in order for the total Project to be completed.

F. Funding responsibility for the Project under this Agreement is recapped as follows:

TIGER grant (31.0524% of Total)	+	Other Federal Funding (61.0346% of Total)	+	Grantee Funding (7.9130% of Total)	Grantee In-Kind Contribution (0% of Total)	=	Total Project Funding (100% of Total)
$83,000,000	+	$163,139,561	+	$21,150,439	$0	=	$267,290,000

SECTION 5. REIMBURSEMENT OF PROJECT COSTS

Pursuant to 49 CFR 18.21(d) or 19.22(e), as applicable, the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions, not-to-exceed the funds currently available as stated in this Agreement, and in accordance with the provisions of section 4(d)(3) of Attachment 1. The Grantee shall submit an electronic copy of SF 270, no more frequently than monthly, to the FRA contact person identified in section 4(b).

a) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Grantee shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs

incurred including direct labor, indirect costs, other direct costs, and travel. The FRA contact person identified in section 4(b) reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without review and approval by the FRA contact person identified in section 4(b) to ensure that progress on the Agreement is sufficient to substantiate payment. After approval, the FRA contact person identified in section 4(b) will certify and forward the request for reimbursement to the payment office.

b) Requests for reimbursement and required supporting documents should be sent to the following address: DOT/FRA, Franchise Commercial Payments Branch, AMZ-150, P.O. Box 268943, Oklahoma City, OK 73126. Requests for reimbursement should include the Agreement number set forth on the Grant/Cooperative Agreement (page 1).

c) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the FRA/DOT.

d) To seek reimbursement from the FRA, the Grantee shall submit, on a monthly basis, documentary evidence of all obligations associated with the Project set forth in this Agreement, and included in the total Project costs (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution). The FRA will reimburse the Grantee upon request for all valid expenses (TIGER Discretionary Grant share of Project costs). All reimbursement requests to the FRA shall be supported by sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.

e) The Grantee shall ensure that the funds provided by the FRA/DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

f) Any Federal funds not expended in conjunction with the Project will remain the property of the FRA/DOT.

g) Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs, and that it complies with the financial management system requirements of 49 CFR Part 18 or Part 19, as applicable. The Grantee's failure to comply with these requirements may result in Agreement termination.

h) Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance

with the applicable Federal cost principles or other conditions contained in this Agreement.

SECTION 6. REPORTING

a) Recovery Act Reporting:

Reporting requirements under Section 1201(c)(2) of the Recovery Act, "General Provision – Department of Transportation" apply. Project reports, including information as set forth in subparagraph 2, below, shall, therefore, be reported to the FRA/DOT in accordance with the statutory timeframes. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees should submit the first of such reports on the first due date following the execution date of this Grant Agreement and on each subsequent due date thereafter**.** Grantees shall submit their data to the FRA contact identified in Attachment 1, Section 4(b) or to such address as FRA may later designate in writing.

1) Project reports for Section 1201(c) should include the amount of Grant funds appropriated, allocated, obligated, and outlayed under the appropriation; the number of projects put out to bid under the appropriation and the amount of Grant funds associated with these contracts; the number contracts awarded under the appropriation and the amount of Grant funds associated with these contracts; the number of projects for which work has begun under these contracts and the associated amount of Grant funds; the number of projects for which work has been completed and the associated amount of Grant funds; the number of direct, on-project jobs created or sustained by the Grant funds for projects under the appropriation and, to the extent possible, number of direct on-project job hours (the Department calculates the number of indirect and induced jobs); and the actual aggregate expenditures by each recipient from State sources for projects eligible for funding under the program between February 17, 2009, and September 30, 2010, compared to the level of such expenditures planned to occur during this period as of February 17, 2009, updated annually through February 17, 2012.

2) In accordance with Section 1512(c) of the Recovery Act and OMB Guidance, dated June 22, 2009 (http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf), this Grant award requires the Grantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award to http://www.FederalReporting.gov . Information from these reports will be made available to the public. Such reporting responsibility may be delegated from the Grantee/Recipient to the sub-grantee/sub-recipient or vendor, in order to ensure that the necessary information is provided to the Grantee/ Recipient, who is ultimately responsible for reporting the required elements.

The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

Grantees/ Recipients and their subgrantees/first-tier recipients (to the extent that they have been delegated direct reporting responsibility) must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active Federal awards funded with Recovery Act funds. A DUNS number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

The Grantees/Recipients shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at http://www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

3) In accordance with the purposes of the Recovery Act, the Grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, the Government Accountability Office, or the Department of Transportation's Inspector General. The FRA/DOT will inform Grantees if and when such additional reports are required.

b) Project Reports:

1) Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports (January 1, April 1, July 1, October 1), as set forth in Attachment 5: Quarterly Project Progress Reports, Format and Content, to the FRA/DOT on a quarterly basis until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

Addresses for submittal of reports and documents: The Grantee shall submit all required reports and documents to the FRA/DOT contact person identified in Attachment 1, section 4(b), referencing the Agreement number.

2) Annual Budget Review and Program Plan: The Grantee shall submit an Annual Budget Review and Program Plan to the FRA contact person identified in section 4(b) 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, including forecasted expenditures, and schedule of milestones for the upcoming agreement year. If

there are no proposed deviations from the Approved Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with DOT to discuss the Annual Budget Review and Program Plan. To the extent the annual budget update deviates from the Approved Project Budget by more than 10%, the Government may request a recovery plan from the Grantee, and if such recovery plan is deemed insufficient or not timely, the Government may provide written notice to the Grantee that all work proposed under the Annual Budget Review and Program Plan shall be discontinued and shall not be resumed until written approval from the Government is received. And, in any event, Federal funding under this Agreement may not exceed the amount provided in section 4(d) unless and until a written amendment is entered into by the parties hereto providing for such additional funding.

c) Quarterly Federal Financial Report: The Grantee shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Administrative Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Grantee shall use SF-425, Federal Financial Report, in accordance with the instructions accompanying the form, to report all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income.

d) Milestones/Deliverables Schedule: These are included within the Project Schedule, if included as Attachment 2 or as otherwise agreed to by the Grantee and the FRA/DOT.

e) Closeout Process: Closeout occurs when all required Project work and all administrative procedures described in 49 CFR part 18 (or part 19 as applicable) are completed, and the FRA/DOT notifies the Grantee and forwards the final Federal assistance payment, or when the FRA/DOT acknowledges that Grantee's remittance of the proper refund. Within 90 days of Project completion date or termination by the FRA/DOT, Grantees must submit a final Federal Financial Report (SF-425), a certification or summary of Project expenses, and third party audit reports.

SECTION 7. SPECIAL GRANT REQUIREMENTS

a) Except as otherwise provided herein, the Grantee shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which exists when the Project improvements are placed in service (as set forth in the Statement of Work (Attachment 2) for a period of twenty (20) years from the date such Project property was placed in service. In the event the Grantee fails to maintain project property as required by this section for a period of time in excess of six (6) months, the Grantee will refund to FRA/DOT a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such original default.

b) The Grantee acknowledges that the purpose of the Project is to benefit intercity passenger rail service. In the event that all intercity passenger rail service making use of the Project property is discontinued (for any reason) at any time during a period of twenty (20) years from the date such Project property was placed in service, as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the Grantee shall refund to FRA/DOT, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance.

SECTION 8. ASSURANCES

The Grantee represents that it has, pursuant to the Application process, executed standard assurances and certifications, and the Grantee shall ensure compliance with those assurances and certifications, which have been incorporated into this Agreement by reference and made a part hereof. (See section 2(d).)

SECTION 9. TRANSPARENCY ACT REQUIREMENTS-REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Grantee will insert the following clause in all first-tier subgrants of $25,000 or more

a. **Reporting of First-Tier Subawards.**

1) Applicability. Unless you are exempt as provided in paragraph d. of this section, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to http://www.fsrs.gov.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. **Reporting Total Compensation of Recipient Executives.**

1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is $25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at http://www.ccr.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

c. **Reporting of Total Compensation of Subrecipient Executives.**

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the

executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. **Exemptions.**

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions. For purposes of this section:**

1) Entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. —— .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

SECTION 10. TERMINATION, MODIFICATION AND EXPIRATION

a) Subject to terms set forth in this Agreement, the FRA/DOT reserves the right to terminate this Agreement, and the FRA/DOT's obligations hereunder, unless otherwise agreed between the Grantee and the FRA/DOT, if any of the following occurs:

    1) The Grantee fails to obtain or provide any non-Federal contribution or alternatives approved by the FRA/DOT, in accordance with section 4(d) of Attachment 1 of this Agreement;

    2) The Grantee fails to begin construction before September 30, 2012;

    3) The Grantee fails to begin expenditure of Grant funds by December 31, 2012;

    4) The Grantee does not meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Project Schedule, which is beyond the reasonable control of the Grantee; or

    5) The FRA/DOT determines that termination is in the public interest.

b) Funds available under this Agreement must be obligated on or before September 30, 2011, but once obligated, are available for liquidation and adjustment through September 30, 2016, the "Grant Termination Date." Unless otherwise specified, this Agreement shall terminate on the Grant Termination Date.

c) Either party (FRA/DOT or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 CFR parts 18.43 and 18.44. The Agreement will be amended or modified only on mutual written agreement by both parties.

SECTION 11. EXECUTION OF THE AGREEMENT

This Agreement is being awarded within FRA's GrantSolutions system (www.grantsolutions.gov); however, the Grant/Cooperative Agreement (page 1) must be fully executed with original signatures by both parties and scanned into GrantSolutions in order to be deemed to be fully executed and in effect. Upon full execution of this Agreement as aforesaid, the effective date will be the date the last party signs the Agreement.

ATTACHMENT 2:

STATEMENT OF WORK
Phase 1 of the Moynihan Station Project

BACKGROUND

Pennsylvania Station ("Penn Station") is America's busiest passenger transportation facility, with an estimated weekday pedestrian volume of 640,000, including intercity passengers, Long Island Rail Road and NJ Transit commuter rail passengers, and New York Subway passengers. This is more passenger traffic than Kennedy, LaGuardia, and Newark Liberty Airports combined, making Penn Station the hub of New York City transportation. The National Railroad Passenger Corporation ("Amtrak") estimates that 30 percent of intercity rail trips in the entire country, and 60 percent of the intercity trips in the Northeast Corridor, originate or terminate at Penn Station, making it the most heavily used passenger facility in the Amtrak system.

However, the Penn Station Complex is plagued with design and operational problems. It is a three-level, predominantly subterranean maze, with an aging infrastructure, few street-level access points, and no identifiable main entrance. The complex has low ceilings and unevenly distributed means of access to and egress from the platforms, with the majority of vertical access points concentrated on the eastern end of the platforms. Passenger facilities do not meet current industry standards related to safe egress times and universal accessibility. In addition, the station, already operating above its design capacity, will experience a growing passenger load as a result of, among other factors, the long-term growth of the Midtown Manhattan business district and new development expected as a result of the Hudson Yards rezoning.

New York State, acting through the Moynihan Station Development Corporation (MSDC), a subsidiary of Empire State Development Corporation, proposes to increase capacity and relieve the operational problems at Penn Station by redeveloping the James A. Farley Building (Farley Building) and its Western Annex (collectively referred to as the Farley Complex), located across Eighth Avenue from the existing Penn Station, into a new intermodal transportation facility, to be called the Daniel Patrick Moynihan Station (Moynihan Station). It is currently proposed that Amtrak would be the anchor rail occupant in Moynihan Station. Moynihan Station would be one component of the redeveloped Farley Complex, which would also include new commercial development in the Western Annex.

The concept of creating an intercity rail passenger station in the Farley Complex dates to 1992, when Amtrak proposed to convert portions of the Farley Building into an Amtrak passenger terminal. Two years later, Congress appropriated the first of several federal grants for development of these plans. The FRA, as the lead federal agency, initiated environmental and historic preservation reviews as mandated by the National Environmental Policy Act, Section 106 of the National Historic Preservation Act, and related laws and regulations.

MSDC was created in 1995 (originally as Penn Station Development Corporation), as a subsidiary of Empire State Development Corporation (ESDC), New York State's economic development agency, to lead and coordinate the redevelopment of Farley Building as an intermodal transportation facility and commercial center. Since the creation of MSDC, the project has gone through several iterations, none of which was advanced to the construction phase due to a lack of funding, an overabundance of stakeholders, and/or failure to obtain necessary governmental approvals.

In 2008 MSDC and the Port Authority of New York and New Jersey (PANYNJ) began to rescope the redevelopment of the Farley Building to accommodate a phased construction. This approach reduced the level of complexity, reduced the number of stakeholders, and reduced the upfront funding need, therefore increasing the chances of successfully completing the project.

MSDC and the PANYNJ determined that Phase 1 would focus on below-grade transportation improvements, and that Phase 2 would consist of the redevelopment of the Farley Building into an intercity rail passenger station, as well as accommodate new commercial development in the building.

In September 2009, a general agreement was reached between Amtrak and MSDC for the redevelopment of the Farley Building into a new intercity passenger train station and center for most of Amtrak's New York City service. That general agreement was memorialized in a Memorandum of Understanding with Amtrak in February 2010.

In September 2009 NYSDOT, on behalf of New York State, submitted an application for TIGER funds for Phase 1 of the project. Subsequent to the application, MSDC, which is a subsidiary of ESDC and an instrumentality of the State of New York, has been designated by NYSDOT to be the Grantee for the project.

Currently, Penn Station spans two "superblocks" between 7th and 9th Avenues and 31st and 33rd Streets, with all entrances and vertical access elements to the train platforms located in the superblock between 7th and 8th Avenues. Between 8th and 9th Avenues, the mostly unoccupied Farley Building sits atop the western portions of the Penn Station platforms. There are currently no entrances to Penn Station from the Farley Building. The westernmost connection to the platforms is provided by an underground connection running under 33rd Street from Penn Station, through the 8th Avenue Subway, to Level A of Penn Station (the "33rd Street Connector"). The 33rd Street Connector meets the West End Concourse ("WEC"), a short concourse located under the stairs to the Farley Building, accessible through the New York City subway and through Penn Station via the 33rd Street Connector. The WEC only provides access to the northern-most platforms in the Station.

Phase 1 of the Moynihan Station Project is the critical first step in expanding the capacity of Penn Station, which is vital to Northeast Corridor and Empire Corridor high-speed rail efforts and the relief of congestion in the region's airports and on its roads. Phase 1 will provide

increased access points to the western portions of the Penn Station platforms, above and below grade, expanded concourses and a new emergency ventilation system.

Phase I improvements have utility independent from the full station redevelopment. The new ventilation system will increase passenger safety for both intercity and commuter rail services, and the expanded concourses and new access points will expand capacity and improve access to station platforms for all users, including for users with disabilities.

Phase 1 consists of three sub-projects: 1) The West End Concourse Sub Project consists of expanded concourses with increased access points; specifically an expanded WEC, an expanded 33rd Street connector, and increased vertical access points from the WEC to the train platforms and two new above-grade entrances through the Farley Building to the WEC; 2) Improved Platform Ventilation; and 3) Relocation of Amtrak Catenary to accomplish sub-projects 1 and 2. The TIGER funding under this agreement will be used only for the construction of the Improved Platform Ventilation sub-project.

The funding for Phase 2 has not yet been identified, but Phase 2 cannot be accomplished without the Phase 1 improvements.

PHASE 1 GENERAL OBJECTIVE

In order to reduce passenger congestion and improve overall life safety within the Penn Station complex, the Grantee will complete design documents and construction of the Phase 1 improvements, which include: 1) the West End Concourse sub-project, including expansion of the WEC, new vertical access between train platforms and the WEC, two new above-grade entrances through the Farley Building, and a substantially-widened and newly ADA-compliant 33rd Street Connector, and 2) state-of-the-art, emergency platform ventilation providing improved adherence to federal standards and life safety for passengers and 3) Amtrak cantenary relocation required by 1 and 2. Although the TIGER funding under this agreement is only for sub-project 2, the Grantee must complete sub-projects 1 and 3 as part of Phase 1 of this Project in order for sub-project 2 to be considered complete.

MOYNIHAN STATION PROJECT LIMITS

Penn Station and the Farley Complex are located between 7th and 9th Avenue, and 31st and 33rd Street in Manhattan, New York. While the majority of Phase 1 work will be performed in the train shed of Penn Station, an important component of Phase 1 is providing access from street level at the west side of 8th Avenue to the platform level of the station through the Farley Building.

DESCRIPTION OF WORK

Platform Ventilation Sub-Project

This TIGER grant will be used exclusively to fund one sub-project of Phase 1: construction of state-of-the-art, emergency platform ventilation work for the below-grade trainshed areas west of 8th Avenue (the "Sub-Project"). This work will improve adherence, to the maximum extent practicable, to guidelines established by the *National Fire Protection Association (NFPA) Standard 130: Standard for Fixed Guideway Transit and Passenger Rail Systems* and will improve overall life safety by increasing the amount of time passengers have to safely egress in an emergency.

As further detailed below, the Sub-Project work will require 1) the construction of new fan rooms and a new electrical room within the trainshed, 2) installation of conduits and system wiring to interconnect the new system with Amtrak's existing control system, and 3) testing and system turnover to Amtrak.

Other Phase 1 Sub-Projects

The remainder of Phase 1 consists of the following elements to be carried out and completed by the Grantee. These sub-projects will not be funded under this Agreement, however, their ultimate completion is required in order for the federal and other funding for the Sub-Project under this Agreement to be considered to be appropriately matched by both the other federal funding and its attendant Grantee funding

(1) The WEC Sub-Project includes:

- A substantially expanded WEC. The concourse, currently the western-most access point in Penn Station, now only serves Long Island Rail Road ("LIRR") tracks. Once the expansion is complete, the concourse will be double the width and more than double the length (to approximately the south retaining wall of the train shed) of the existing structure. The new concourse will: (i) provide access to eight tracks not currently served by the existing concourse; (ii) significantly increase passenger circulation space; and (iii) for the first time, provide space for the sale of tickets (by vending machine) on the WEC. Nineteen new vertical access points (16 stairs, 2 escalators, and 1 elevator) will be completed connecting the platforms, via the WEC, to subway connections and to the street through Farley. Upon completion of Phase 1, nine platforms (17 tracks) will be accessible from the Farley Building and 8th Avenue. These new vertical access points will: (i) dramatically increase passenger access/egress and circulation space, which will relieve congestion at platform and concourse levels throughout the Penn Station complex as a whole; (ii) reduce train dwell time, thereby reducing lost passenger time and permitting additional train movements; and (iii) improve safety and security by permitting, as necessary, a much more prompt evacuation of platforms, corridors, and the station as a whole than is possible today.

- Two new above-grade entrances through Farley west of 8th Avenue, at 31st and 33rd Streets respectively. These entrances will provide direct access to the WEC, which will decrease congestion at Penn Station and improve access to the development district to the west. The entrances will face 8th Avenue, flanking the United States Postal Service ("USPS") monumental stairs.

- A substantially widened and improved 33rd Street Connector. The 33rd Street Connector will be reconfigured to be compliant with the Americans with Disabilities Act (the "ADA"). The 33rd Street Connector will remain under the control of the Metropolitan Transportation Authority ("MTA"), and the proposed improvements will be closely coordinated with MTA and NYC Transit Authority staff.

(2) Relocation, modification and replacement of existing Amtrak railroad elements within the platform and track areas of the station, as necessary, to allow for the construction of the above described project elements. These impacted railroad elements will include: catenary power system elements, signal system elements, communication system elements and other various utilities and structures within the trainshed that will be impacted by the Phase 1 construction.

Task 1: Completion of design of all elements of Phase 1.

Final design plans for all of Phase 1 must be approved by the FRA, and the railroads – LIRR, Amtrak, and New Jersey Transit ("NJT") – must approve plans for work within areas in which they hold a leasehold or ownership interest. Design activities under Task 1 will not be funded under this Agreement, but by non-TIGER federal and local resources.

Task 2: Construction of Platform Ventilation System Sub-Project

The Grantee will construct or cause to be constructed a new Platform Ventilation System to exhaust the area located under the Farley Building in the event of a fire emergency within the western portion of Penn Station in accordance with the designs and specifications completed under Task 1 by the Grantee and approved in writing by the FRA.

The system will consist of six new Fan Rooms, three located to the north and three located to the south of the Amtrak controlled train shed. The system will be operated by Amtrak upon completion. MSDC will obtain the necessary approvals from Amtrak to access the site and construct the system.

- Under this task, the Grantee will construct or cause to be constructed six new fan rooms; one new fan room for each exhaust fan. Each fan is a large self-contained unit capable of exhausting approximately 300,000 cubic feet per minute. The fan rooms themselves are constructed out of structural steel and concrete masonry walls. Each fan will exhaust through a large grated opening located directly above at the bottom of the "Farley Moat" structure or at sidewalk level.

- New fan rooms will be constructed by lowering structural steel, section-by-section, through openings created in the Farley moat structure. New structural steel beams will be hung off the existing Farley structure. In addition, new structural steel columns and footings will be required to support fan rooms. New concrete footings will be excavated, and concrete poured during nights and weekends. New structural steel columns will be set in place to support new steel beams. The concrete floor of the fan rooms will be placed by pumping concrete from a concrete truck located at street level. Fan units will be raised by cranes at street level and then lowered through openings within the Farley moat.

- The Grantee will construct or cause to be constructed a dedicated source of electric power to serve the new fan rooms. The Grantee proposes to provide new incoming service from Con Edison on the 33rd Street side of the existing complex. The Grantee will also construct or cause to be constructed a new electrical room located below the Farley Building to serve as the main termination/switching for the new power feeds to service the fan rooms.

- The Grantee will also interconnect the new fan rooms with the existing Amtrak SCADA (Supervisory Control and Data Acquisition) system that controls the existing platform ventilation fan rooms located underneath Madison Square Garden, with the new fan rooms constructed under the Sub-Project. This will require new conduits and system wiring to be routed over to 9th Avenue and 31st Street where Amtrak operates PSCC (Penn Station Central Control).

- Amtrak will be involved with the testing, system turnover and fan-operation during the construction of the new fan rooms. Amtrak will operate and maintain the new fan rooms upon completion and turnover of the system.

PROJECT SCHEDULE

The overall Phase 1 design and construction schedule begins in the 3rd quarter of 2010 and is estimated to be completed by the 1st quarter 2017.

The period of performance for construction of the Platform Ventilation Sub-Project covered by this Agreement shall be 48 months beginning February 2012 and ending February 2016 (see attached schedule). Upon completion of the schematic design phase, the Grantee will develop a detailed schedule for the Sub-Project, for FRA's review and approval. Any modifications to this schedule must be approved by FRA before going into effect.

A preliminary overall schedule for the Phase 1 Project is provided as Attachment 5. Prior to commencing Sub-Project construction activities, the Grantee will also submit to FRA a detailed final schedule for completion of the overall Phase 1 Project.

Prerequisites
Prior to commencing Sub-Project construction activities, the Grantee must provide FRA with verification of the following completed agreements and documents for administration of the total project:

Public Approvals

- NYS General Project Plan and SEQR: Adopted by MSDC Board, July 13, 2010.
- Public Authorities Control Board Approval, NYS, on July 21, 2010.
- Finding of No Significant Impact (FONSI) by Federal Railroad Administration, July 22, 2010.

Required for Construction

- Final Design for the total project.
- Preliminary Engineering Agreement between MSDC and Amtrak for Pre-construction services, including design review.
- Easement Agreements.
- Force Account Agreements, including permits to enter.
- Operating and Maintenance Agreements (Amtrak, LIRR, NJ Transit).
- Final Agreement Between MSDC and the PANYNJ on Project Management.

PERFORMANCE OBJECTIVES AND DELIVERABLES

Deliverables for this agreement are identified in the chart as "D. Project Construction, Task 2: Platform Ventilation."

Element	Description	Target Start Date	Target Completion Date	Deliverables
A. Final Design				
	West End Concourse	9/2010	Q3, 2011	Construction Documents
	Platform Ventilation	9/2010	Q2, 2011	Construction Documents
D. Project Construction				
	Task 1: West End Concourse	Q3, 2012	Q4, 2016	n/a
	Task 2: Platform Ventilation	Q1, 2012	Q1, 2016	(1) Final Schedule for completion of Sub-Project, and (2) Final Construction Budget for completion of Sub-Project
B. Program Management				
	Task 1: Construction Management	Q2, 2011	As appropriate	Description of work performed and costs incurred
	Task 2: Project Management	1/2009	As appropriate	Description of Staff Costs Paid
	Task 3: MSDC Administrative	1/2009	As appropriate	Description of Staff & Admin. Costs
	Task 4:Project Consultants (Legal, Environmental, Real Estate)	1/2009	As appropriate	Description of work performed and costs incurred
E. Railroad Catenary + Force Account				
	Task 1: Catenary Relocation	Q2, 2011	Q1, 2012	n/a
	Task 2: Amtrak Force	Q2, 2011	Q2, 2016	n/a

	Account			
	Task 3: NYCT Force Account	Q4, 2011	Q2, 2016	n/a

PROJECT ESTIMATE/ BUDGET

Phase 1 Element	Cost	TIGER Grant
Design		
West End Concourse/Catenary	$5,099,500	
Platform Ventilation	$4,973,500	
Construction		
West End Concourse	$104,533,800	
Platform Ventilation	$107,881,500	**$83,000,000**
Amtrak Catenary Relocation + Force Account	**$22,500,000**	
Program Management[1]	**$22,301,700**	
TOTAL	**$267,290,000**	**$83,000,000**

[1] Includes construction management, PANYNJ project management, MSDC management and administration and project consultants

The total estimated cost of the Total Project is $267,290,000. The cost of the Platform Ventilation Sub-Project (including both design and construction) is $112,855,000. MSDC will be responsible for all costs in excess of the federal TIGER grant for the Sub-Project, and all costs in excess of available funding incurred in carrying out the total Project.

The Grantee will develop a detailed Sub-Project budget, for FRA's review and approval; any modifications to this budget must be approved in writing by FRA before going into effect.

The Grantee agrees to carry out the Sub-Project in accordance with the approved scope and budget or as modified by a written agreement between MSDC and the FRA. Any additional expenses beyond that provided for in the approved scope and budget to complete the Sub-Project shall be borne by MSDC.

The Grantee agrees to complete the other sub-projects of Phase 1, as described in "Description of Work--Other Phase 1 Sub-Projects."

PROJECT COORDINATION

The Grantee shall cause to be performed all tasks required for the Sub-Project through a coordinated process, which will include active participation from Amtrak, LIRR, and NJT. The overall Phase 1 budget includes funding for a full time Project Manager for Amtrak on all Sub-Projects.

Project coordination will be achieved through regular communication and meetings with the involved railroads – Amtrak, LIRR, and NJT – throughout the design process. Each railroad will be asked to appoint a lead person with decision making authority.

Regular meetings will be held with the leads for each organization and the upper management of USDOT/FRA, MSDC. PANYNJ, MTA and Amtrak will be scheduled to provide briefings on project status and resolve issues.

REPORTING OF PROJECT BENEFITS

MSDC and the PANYNJ will monitor and evaluate the performance of the sub-Project, and will report the results to FRA on a schedule pursuant to ARRA regulations. Sub-Project performance will be measured in the following ways:

- Economic benefit from construction jobs generated – counts of workers engaged in construction of the Project and their payroll information will be reported.

- Safety improvements – increased ventilation capacity provided by the Project will, in the event of an emergency, enable smoke to be cleared from the station quickly by exhausting it from the platforms to the outdoors. This will increase the amount of time a passenger may take to exit the station safely, thereby improving passenger safety and improving compliance with applicable safety standards. Increased safe exit times and improved compliance with safety standards will both be reported to USDOT.

Additional benefits provided by Phase I include the following:

- Increased station capacity – expanded concourses, new above grade station entrances and increased vertical access points will allow the railroads to maximize their use of existing platforms.

- Improved passenger safety – concourse expansion and increased access points will decrease egress time.

- Shifts from Other Modes - increased station capacity, reduced congestion and improved safety are expected to induce a modal shift towards rail, thereby reducing pollution and relieving airspace and highway congestion.

- Economic activity – Phase I will generate both new construction jobs on-site and permanent jobs associated with transit-oriented development in the neighboring Hudson Yards District.

PROJECT MANAGEMENT

MSDC, with the PANYNJ, will carry out the Project through a joint management agreement.

All work on the Moynihan Station Project will be performed by a unified project team led by MSDC, which will consist of fulltime employees of MSDC and PANYNJ. This project team will work together to efficiently and effectively oversee the implementation of the Moynihan Station Project. PANYNJ participation as part of this project team is as follows:

Phase 1 Engineering Support and Oversight:

- All contracts for design consultants and related services will be held by MSDC. The PANYNJ will manage and direct the work of these consultants, URS, Systra, PB and SOM, in preparing the engineering, design and construction contract drawings and specifications for the project. The PANYNJ will also provide technical design reviews and audits of the consultant's work.

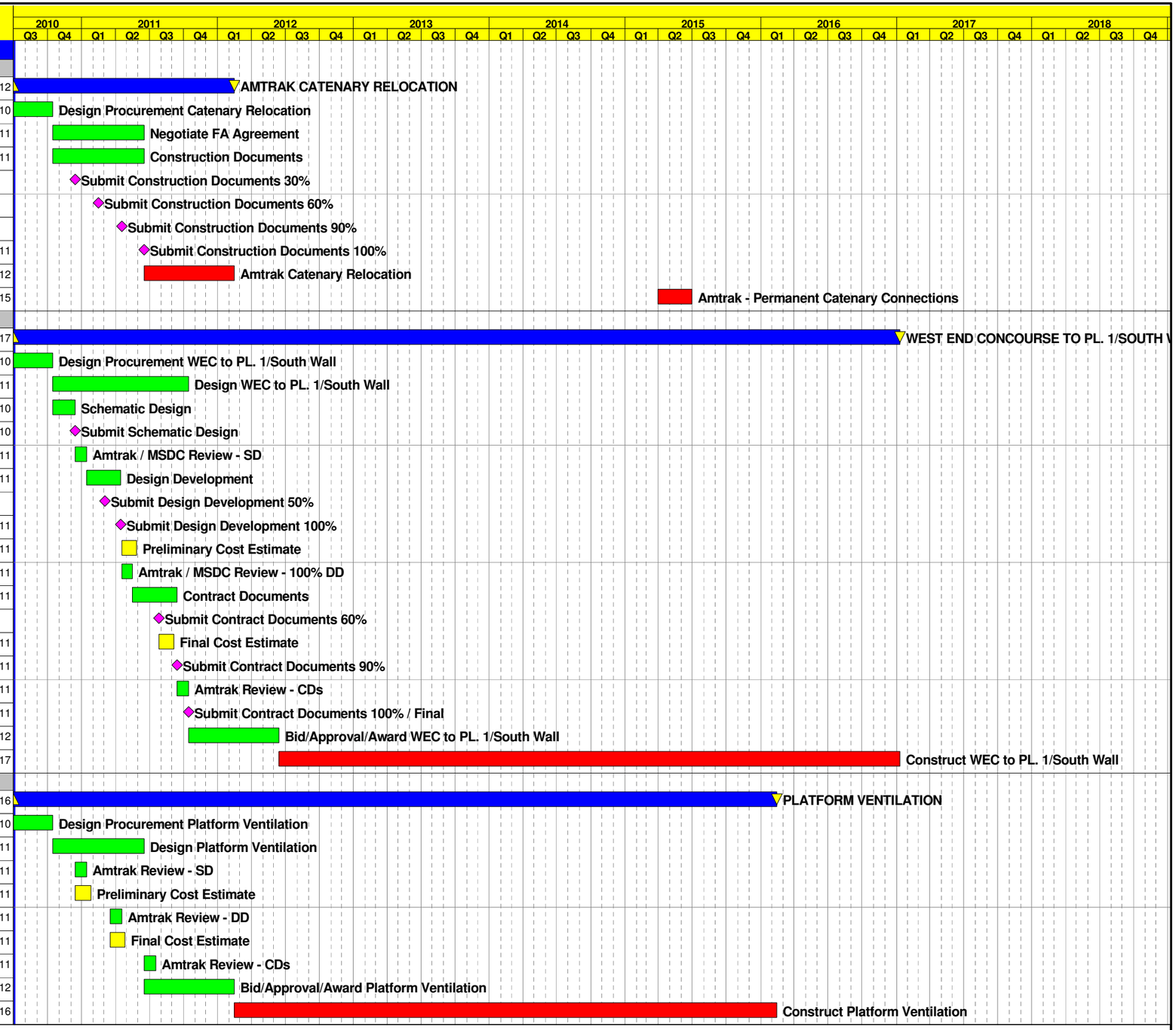
- MSDC will be responsible during the project for solicitation of bids, award of construction contracts and administration and payments associated with these contracts. PANYNJ will coordinate with MSDC with respect to the procurement of construction contracts by providing advisory and review support to MSDC, with respect to the preparation, bid and award of construction contracts for the Project.

- PANYNJ will provide services and staff to manage and direct the work of all construction contractors retained by MSDC for building the Project. In support of these PANYNJ services, all required construction management consultants and related construction support services for the project will be procured and administered by MSDC, and managed by PANYNJ.

As the primary grant administrator, MSDC will be responsible for monitoring Project progress, reporting to FRA on a quarterly basis, and maintaining and updating the Project schedule and budget. The MSDC project manager is also responsible for submitting to the FRA's designated contact for this Project verification that all prerequisites detailed above have been met, and the deliverables stated in the Performance Objectives and Deliverables section of this Agreement. MSDC will be responsible for all cost overruns.

Preliminary Schedule October 14, 2010

Activity ID	Activity Description	Early Start	Early Finish
PROJECT TIMELINE			
AMTRAK CATENARY RELOCATION			
00010	AMTRAK CATENARY RELOCATION	01JUL10	14FEB12
00025	Design Procurement Catenary Relocation	01JUL10	14OCT10
00020	Negotiate FA Agreement	15OCT10	16JUN11
00030	Construction Documents	15OCT10	16JUN11
00040	Submit Construction Documents 30%	15DEC10	
00050	Submit Construction Documents 60%	15FEB11	
00060	Submit Construction Documents 90%	18APR11	
00070	Submit Construction Documents 100%		16JUN11
00090	Amtrak Catenary Relocation	17JUN11	14FEB12
00100	Amtrak - Permanent Catenary Connections	01APR15	30JUN15
WEST END CONCOURSE TO PL. 1 / SOUTH WALL			
00190	WEST END CONCOURSE TO PL. 1/SOUTH WALL	01JUL10	11JAN17
00195	Design Procurement WEC to PL. 1/South Wall	01JUL10	14OCT10
00200	Design WEC to PL. 1/South Wall	15OCT10	13OCT11
00210	Schematic Design	15OCT10	14DEC10
00220	Submit Schematic Design		14DEC10
00230	Amtrak / MSDC Review - SD	15DEC10	13JAN11
00240	Design Development	14JAN11	15APR11
00245	Submit Design Development 50%	04MAR11	
00250	Submit Design Development 100%		15APR11
00255	Preliminary Cost Estimate	18APR11	27MAY11
00260	Amtrak / MSDC Review - 100% DD	18APR11	16MAY11
00270	Contract Documents	17MAY11	13SEP11
00280	Submit Contract Documents 60%	26JUL11	
00285	Final Cost Estimate	26JUL11	05SEP11
00290	Submit Contract Documents 90%		13SEP11
00300	Amtrak Review - CDs	14SEP11	13OCT11
00310	Submit Contract Documents 100% / Final		13OCT11
00320	Bid/Approval/Award WEC to PL. 1/South Wall	14OCT11	13JUN12
00330	Construct WEC to PL. 1/South Wall	14JUN12	11JAN17
PLATFORM VENTILATION			
00110	PLATFORM VENTILATION	01JUL10	12FEB16
00120	Design Procurement Platform Ventilation	01JUL10	14OCT10
00130	Design Platform Ventilation	15OCT10	15JUN11
00135	Amtrak Review - SD	15DEC10	13JAN11
00160	Preliminary Cost Estimate	15DEC10	25JAN11
00170	Amtrak Review - DD	17MAR11	18APR11
00180	Final Cost Estimate	17MAR11	27APR11
00140	Amtrak Review - CDs	16JUN11	18JUL11
00175	Bid/Approval/Award Platform Ventilation	16JUN11	13FEB12
00150	Construct Platform Ventilation	14FEB12	12FEB16



Start Date	01JUL10
Finish Date	11JAN17
Data Date	01JUL10
Run Date	13OCT10 16:27

Early Bar
Progress Bar

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MN09

Sheet 1 of 1

Moynihan Station

Project Timeline - Phase I

Date	Revision	Checked	Approved

ATTACHMENT 3

RECOVERY ACT REQUIREMENTS AND CONTRACT CLAUSES

(1) DAVIS-BACON WAGE RATE REQUIREMENTS AND CONTRACT CLAUSES

a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

b) Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

c) Federal agencies providing grants, grant agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

d) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

(2) BUY AMERICAN REQUIREMENTS AND CONTRACT CLAUSES

a) Definitions. As used in this award term and condition—

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers,

wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery

costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

(3) SINGLE AUDIT INFORMATION FOR RECIPIENTS OF RECOVERY ACT

FUNDS REQUIREMENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and OMB Circular A–102 "Grants and Cooperative Agreements with State and Local Governments." Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Attachment 4
Preliminary Overall Project Budget

						Appropriations									
	Project Cost	ISTEA	TEA-21	TIGER	Life/Safety	'FY 01 PL 106-346 (life safety)	FY 02 PL 107-87	FY 03 PL108-7	FHWA	SAFETEA-LU (FHWA/FTA)	MTA	CMAQ	PA	Balance By Scope	Total
2010 Balance		**$5,167,062**	**$16,478,285**	**$83,000,000**	**$12,000,000**	**$19,956,856**	**$20,000,000**	**$19,870,000**	**$1,246,067**	**$15,000,000**	**$31,500,000**	**$86,000,000**	**$16,750,000**	**$326,968,270**	
2005-2009															
MSDC Internal Costs (4-08 to 9-10)	$1,931,254	$1,931,254													
MSDC Direct Contracts (4-08 to 9-10)	$6,884,918	$3,235,808	$1,649,110								$2,000,000				**$6,884,918**
Subject to FRA Reimbursement	$4,884,918														
Locally Funded	$2,000,000														
Partnership Contracts	$10,536,552		$4,536,552										$6,000,000		**$10,536,552**
TOTAL COST 2006-2009	$19,352,724														
Balance after Payment of Past Invoices		**$0**	**$10,292,623**	**$83,000,000**	**$12,000,000**	**$19,956,856**	**$20,000,000**	**$19,870,000**	**$1,246,067**	**$15,000,000**	**$29,500,000**	**$86,000,000**	**$10,750,000**	**$307,615,546**	**$307,615,546**
2010															
West End Concourse															
Design	$5,099,500	$0	$ 3,956,578.00	$0	$0	$0	$0	$0	$0	$0	$1,142,922	$0	$0	**$0**	**$5,099,500**
Construction	$104,533,800	0	$0	$0	$12,000,000	$0	$0	$7,752,066	$0	$0	$10,007,517	$64,774,096	$10,000,000	**$121**	**$104,533,679**
TOTAL	**$109,633,300**	**$0**	**$3,956,578**	**$0**	**$12,000,000**	**$0**	**$0**	**$7,752,066**	**$0**	**$0**	**$11,150,439**	**$64,774,096**	**$10,000,000**	**$121**	**$109,633,179**
Platform Ventilation															
Design	$4,973,500	$0	$4,973,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	**$4,973,500**
Construction	$107,881,500	$0	$0	$83,000,000	$0	$19,956,856	$0	$4,924,644	$0	$0	$0	$0	$0	**$0**	**$107,881,500**
TOTAL	**$112,855,000**	**$0**	**$4,973,500**	**$83,000,000**	**$0**	**$19,956,856**	**$0**	**$4,924,644**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$112,855,000**
Program Management	**$22,301,700**	**$0**	**$1,362,361**	**$0**	**$0**	**$0**	**$0**	**$4,693,209**	**$1,246,067**	**$15,000,000**	**$0**	**$0**	**$0**		
Amtrak Catenary + Force Account	**$22,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$20,000,000**	**$2,500,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$22,500,000**
TOTAL COST: PHASE 1	**$267,290,000**	**$0**	**$10,292,439**	**$83,000,000**	**$12,000,000**	**$19,956,856**	**$20,000,000**	**$19,869,919**	**$1,246,067**	**$15,000,000**	**$11,150,439**	**$64,774,096**	**$10,000,000**		**$267,289,816**
TOTAL COST: PAST + FUTURE	**$286,642,724**														

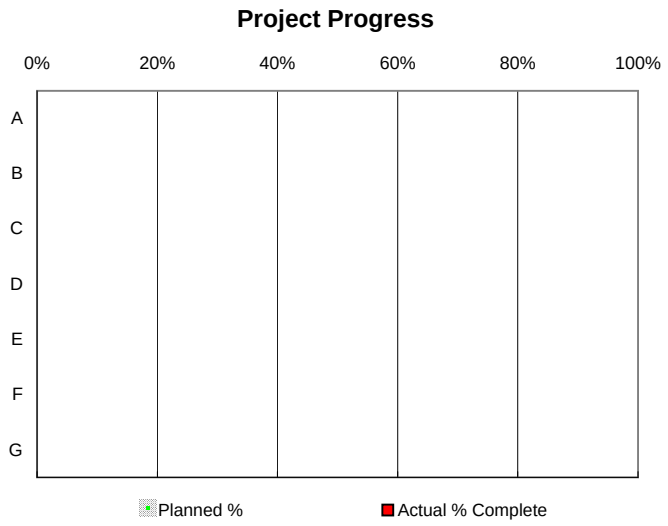
Attachment 4

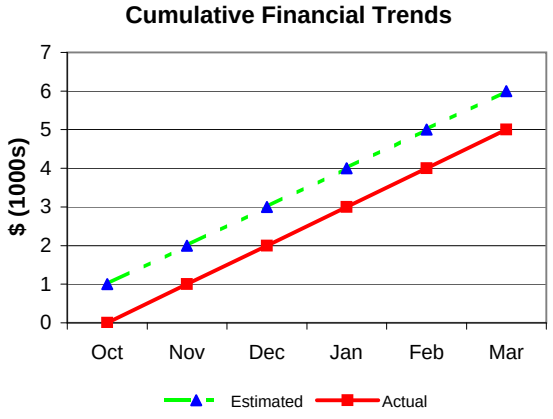
Quarterly Progress Report for FRA

Grant No.	**Performance Progress**	**Financial Progress**	
WBS No.	**Period Ending:**	**Funding Level:**	$0.00
Description	**Start Date:**	**Expended:**	$0.00
Grantee Manager:	**End Date:**	**Remaining:**	$0.00
FRA Manager:		**% Expended:**	0%

Project Description:

Significant Accomplishments This Period:





$1000s	Oct	Nov	Dec	Jan	Feb	Mar
Estimated	1	2	3	4	5	6
Actual	0	1	2	3	4	5
Monthly		1	1	1	1	1

	Milestones and Deliverables:	Start	Planned Completion	Revised Completion	Actual Completion	Planned %	Actual % Complete
A							
B							
C							
D							
E							
F							
G							

Technical/Cost/Schedule Problems:

Work Planned for Next Period:

T:\My Documents\Grants Mangement\NGA\NGA Attachments\[Quarterly Progress Report for FRA.xls]Template

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

ATTACHMENT 5

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

Department of Transportation - Federal Railroad Administration

AGENCY IDENTIFIER: N/A

AGENCY LOCATION CODE (ALC): 69070001

ACH FORMAT: ☑ CCD+ ☐ CTX ☐ CTP

ADDRESS:

MMAC. AMZ-150, PO Box 268943, Oklahoma City, OK 73126-8943

CONTACT PERSON NAME:

Iris Prat email: iris.prat@faa.gov (405)954-9631

TELEPHONE NUMBER: ( )

ADDITIONAL INFORMATION:

Fax no. 405-954-9573, Grant #FR-TGR-0007-11-01-00

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER: ( )

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER: ( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

___ ___ ___ ___ ___ ___ ___ ___ ___

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER: ( )

Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.