



CONTRACT #CBX001

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

**VOLUME 1
DESIGN-BUILD AGREEMENT**

September 20, 2021

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DESIGN-BUILD AGREEMENT

Contract No. CBX001

THIS DESIGN-BUILD AGREEMENT, entered into this [] day of [], 20[], by **MTA Construction & Development Company** (“MTA C&D”) acting on behalf of **The Metropolitan Transportation Authority** (“MTA”), having its principal office located at 2 Broadway, New York, New York 10004, and [], a [], hereinafter referred-to as (the “Design-Builder”), having its principal office located at [].

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

ARTICLE 1. DEFINITIONS

Each term defined in the preamble of this Agreement has its ascribed meaning, and each term defined in the body of this Agreement, in General Provisions Appendix 1.02A – DEFINITIONS or elsewhere in the Contract Documents has the meaning therein ascribed to it.

ARTICLE 2. COMPENSATION

Article 2.1. Contract Price

As full compensation for the Work, MTA C&D shall pay the Design-Builder a lump sum of [] Dollars (\$[]) (the “Contract Price”), which is the total lump sum price proposed by the Design-Builder for the Project as agreed to by MTA C&D. [The Contract Price reflects/does not reflect reduction on account of the alternate deduct price in the Proposal for MTA-furnished OCIP insurance coverage as set forth in General Provisions Appendix 10.05 INSURANCE REQUIREMENTS – Part 2. MTA shall/will not furnish OCIP insurance coverage as set forth in General Provisions Appendix 10.05.] The Contract Price may be subject to adjustment from time to time for allowance costs and by Modifications.

The Contract Price includes Allowance Amounts for associated Allowance Items as follows:

1. Noise Mitigation Allowance
 - a. This item is an allowance for all additional design, labor, materials, tools, equipment, services and any other incidental costs required to design and construct the noise mitigation requirements required in the Project Environmental Assessment, Finding of No Significant Impact (“FONSI”) beyond what is required by the Contract Documents.
 - b. This item shall also include the costs for the Design-Builder to develop and implement a window replacement program in conjunction with MTA C&D to replace windows in the areas designated by the FONSI. The Design Builder will not be responsible for installing or replacing any window units in the homes or businesses.

2. NYC DOT– Electronic Traffic Signalization

- a. This item is an allowance for electronic traffic signalization to the sidewalks and streets at the site of the four (4) Metro-North Railroad Stations to be constructed pursuant to the Project. This item consists of all design, labor, materials, tools, equipment and services required above and beyond what is required by the Contract Documents for the design and construction of electronic traffic signalization required by the NYCDOT.

3. Unanticipated Hazardous Material/ACM and Lead-Based Paint Allowance

- a. This item is an allowance for the incremental increased costs of staging, handling, transportation and off-site disposal of Hazardous Materials, as required by Volume 3.2, Division One – General Requirements, Section 01 35 30, above the costs that would have been incurred for non-Hazardous Materials.
- b. This item is also an allowance for the incremental increased costs of abatement and disposal of asbestos containing materials and lead-based paint, as required by Volume 3.2, Division One – General Requirements, Section 01 35, 30, above the costs that otherwise would have incurred.

4. Rehabilitation of Tunnel at the Existing Van Nest Station

- a. This item is an allowance for the any additional work required to rehabilitate the existing tunnel that crosses the right of way by the existing Van Nest Station. This item consists of all design, labor, materials, tools, equipment and services required above and beyond what is required by the Contract Documents for the inspection, design and construction of additional work required by Amtrak for the repair of the tunnel and any other incidentals necessary to complete the work.

5. Environmental Assessments

- a. This item is an allowance for the any additional environmental Phase 1, 2 or 3 investigations that are required to support acquisitions of real property interests for the Project. This item consists of all labor, materials, tools, equipment and services required above and beyond what is required by the Contract Documents.

[ALLOWANCE AMOUNTS TO BE PROVIDED BY MTA C&D.]

No Work shall be charged for an Allowance Item without prior written authorization from MTA C&D. The actual amount of work and associated costs shall be negotiated at the time the work is defined and required.

Unless otherwise provided in the Contract Documents:

.1 the Design-Builder's overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price and not in the allowances;

- .2 no cost may be charged to an allowance without MTA's written approval;
- .3 no cost may be charged to an allowance if the Design-Builder would have been required to incur such cost notwithstanding the work covered by the allowance;
- .4 notwithstanding any other provision of the Contract Documents, no Compensable Delay relief will be granted to the Design-Builder on account of Work covered by the Hazardous Materials Allowance amount except to the extent the allowance amount of \$_____ is exceeded;
- .5 no cost may be charged to the Hazardous Materials Allowance for staging, handling, transportation or disposal of Hazardous Materials, or the abatement and disposal of asbestos containing materials and lead based paint, if such activities were required as a result of an Alternative Technical Concept;
- .6 no cost may be charged to the Hazardous Materials Allowance for staging, handling, transportation or disposal of Hazardous Materials, or the abatement and disposal of asbestos containing materials and lead based paint located on property acquired or leased by the Design-Builder;
- .7 no cost may be charged to the Hazardous Materials Allowance to address Hazardous Materials brought to a Site by the Design-Builder or released as a result of the negligence of the Design-Builder, a Subcontractor or any other person for whose acts the Design-Builder is responsible;
- .8 the cost of testing and excavation of suspected or actual Hazardous Materials is included in the Contract Price and no such cost may be charged to the Hazardous Materials Allowance;
- .9 the cost of staging, handling, transporting or disposing of non-Hazardous Materials, including without limitation, contaminated materials, non-contaminated materials, rock, construction debris and other materials in performance of the Work is included in the Contract Price and no such cost may be charged to the Hazardous Materials Allowance; and
- .10 if costs properly charged to an allowance are more than or less than allowance amount, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between such actual costs and the allowance amount.

Article 2.2. Executory Clause

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

ARTICLE 3. CONTRACT TIME

Article 3.1. Notice to Proceed

MTA C&D shall issue the Notice to Proceed ("NTP") to the Design-Builder upon submission by the Design-Builder and approval by MTA C&D of all required bonds, insurance documentation

and schedules, and compliance with all other pre-NTP requirements of the Technical Provisions. Upon receipt of the NTP, the Design-Builder shall proceed promptly with the Work in compliance with all requirements of the Contract Documents. The Design-Builder shall prosecute the Work so that it is performed and completed within the times set forth in Articles 3.2 through 3.4.

Article 3.2. Omitted.

Article 3.3. Project Substantial Completion

The Design-Builder shall achieve Substantial Completion of all Work within [] Months after receipt of the NTP.

Article 3.4. Project Final Completion

The Design-Builder shall achieve Final Completion of all Work within [] Months after Substantial Completion of all Work.

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

Article 3.5. Extension of Time

No extension of any time requirement of the Contract will be effective unless in writing signed by MTA C&D. Any extension will be for such time and upon such terms as shall be fixed by MTA C&D, in accordance with the terms and conditions set forth in General Provisions Article 6.05 – EXTENSIONS OF TIME.

ARTICLE 4. WORK TO BE DONE

The Design-Builder shall furnish all the required materials, appliances, tools and labor, and perform, construct and complete in a skillful manner, the design, construction, improvement or reconstruction of the Project on or before the dates established pursuant to Article 3 and as identified and shown in the scope of the Work described in the Contract Documents.

ARTICLE 5. CODES AND STANDARDS

The Design-Builder shall monitor and familiarize itself with changes or additions to, or replacements of, codes and standards applicable to the Work. If the Design-Builder becomes aware of a change or addition to, or replacement of, an applicable code or standard, the Design-Builder shall give notice thereof to MTA C&D promptly and in any event within twenty (20) Days of becoming aware of such change, addition or replacement. The Design-Builder shall comply with any such change, addition or replacement as and when directed by MTA C&D or, without such direction, as otherwise necessary for the Design-Builder to maintain compliance with Law or any obligation under the Contract. Such compliance will be without entitlement to an extension of time or other relief, except in the case of a change, addition or replacement constituting an Excusable or Compensable Delay or requiring the Design-Builder to incur additional expenditure,

in which case MTA C&D shall initiate a Change to compensate the Design-Builder for such additional expenditure.

ARTICLE 6. LICENSING

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

ARTICLE 7. DOCUMENTS FORMING THE CONTRACT

The documents forming the Contract are: (i) this conformed Design-Build Agreement (Volume 1) dated [REDACTED]; (ii) the contents of the following additional volumes:

- Volume 0: Instructions to Proposers (conformed, dated [REDACTED])
- Volume 2: General Provisions (conformed, dated [REDACTED])
- Volume 3: Technical Provisions (conformed, dated [REDACTED])
- Volume 4: Utility Requirements (conformed, dated [REDACTED])
- Volume 5: Technical Specifications (conformed, dated [REDACTED])
- Volume 7: Contract Drawings (conformed, dated [REDACTED])
- Volume 8: Leggett Interlocking (conformed, dated [REDACTED])
- Volume 9: Standards and Specifications (conformed, dated [REDACTED])
- Volume 13: Addenda (conformed, dated [REDACTED]);

and (iii) the approved Alternative Technical Concepts and the Design-Builder's Proposal, as accepted by MTA C&D, set forth in Exhibit A annexed hereto. Volumes 0 and 2 through 9 have been conformed to reflect all revisions made in the Addenda contained in Volume 13 and any subsequent negotiations of the parties. Any undertakings by the Design-Builder in Exhibit A that are more advantageous to MTA C&D or a Railroad or confer additional benefits to MTA C&D or a Railroad beyond the requirements of the other Contract Documents constitute binding obligations of the Design-Builder. Nothing in Exhibit A shall be deemed to waive or modify any requirements of the other Contract Documents except as specifically set forth in the Alternative Technical Concept approvals referenced in Exhibit A.

Reference Documents provided in Volume 10 of the RFP are not Contract Documents for any purposes, and MTA C&D makes no representations regarding them and assumes no responsibility for the information contained therein.

The resolution of discrepancies in the Contract Documents is subject to General Provisions Article 1.06 – ORDER OF PRECEDENCE; RESOLUTION OF DISCREPANCIES. The following Contract Documents shall be given precedence in the resolution of discrepancies in the order listed below:

- (1) Modifications;
- (2) Addenda;
- (3) Design-Build Agreement;
- (4) General Provisions; and
- (5) Division 1 – General Requirements.

ARTICLE 8. FEDERAL FUNDING AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

The Project receives Federal funding. The Federal provisions set forth in the General Provisions as applicable for Federally-funded projects apply to the Contract.

The DBE participation goal for this Contract, expressed as a percentage of the Contract Price, is 22.5%.

ARTICLE 9. EXAMINATION OF DOCUMENTS AND SITE

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

ARTICLE 10. ALTERATIONS AND OMISSIONS

The Design-Builder shall perform the Work identified in the Contract Documents in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to MTA C&D other than the consideration named in this Contract.

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

ARTICLE 11. PERIODIC PAYMENTS

The Design-Builder agrees to the terms for periodic payments described in General Provisions Article 7.07 – PROGRESS PAYMENTS/MEASUREMENT OF PAYMENT.

ARTICLE 12. FINAL PAYMENT

The Design-Builder agrees to the terms for final payment described in General Provisions Article 7.09 – FINAL COMPLETION PAYMENT.

ARTICLE 13. DETERMINATION AS TO VARIANCES

In any case of any ambiguity in the Contract Documents or between any of the various parts of the Contract Documents, the Design-Builder shall immediately submit the matter to MTA C&D's Project CEO, who shall adjust the same, and the decision of MTA C&D's Project CEO in relation thereto shall be final and conclusive upon the parties.

ARTICLE 14. SUCCESSORS AND ASSIGNS

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

ARTICLE 15. PROJECT ORGANIZATION

Article 15.1. MTA C&D's Project CEO

The following information is the contact information for MTA C&D's Project CEO, who will serve as the main point of contact with MTA C&D for the Design-Builder. All notices by the Design-Builder to MTA C&D must be sent to MTA C&D's Project CEO through ASITE or by email in order to be effective:

Name: Thomas McGuinness

Address: 2 Broadway
New York, New York 10004

Telephone number: (646) 899-0352

Email address: Thomas.McGuinness@mtacd.org

Article 15.2. Design-Builder's Project Manager

The following information is the contact information for the Design-Builder's Project Manager, who will serve as the main point of contact with the Design-Builder for MTA C&D. All notices by MTA C&D to the Design-Builder must be sent to the Design-Builder's Project Manager through ASITE or by email in order to be effective:

Name: [REDACTED]

Address: [REDACTED]

Telephone number: [REDACTED]

Email address: [REDACTED]

ARTICLE 16. INSURANCE PROGRAM

The Design-Builder shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this Contract including any extensions or renewals until Final Completion of the Work, and thereafter as required, the policies of insurance required by General Provisions Article 10.05 - INSURANCE and General Provisions Appendix 10.05 INSURANCE REQUIREMENTS – [Part 1 or Part 2], covering all operations under the Contract, whether performed by it or its Subcontractors; and shall cause all Design Professionals, Subcontractors and Vendors to comply with these requirements.

ARTICLE 17. INDEMNIFIED PARTIES

The term "Indemnified Parties" means the following, including each of their respective officers, directors, employees, agents, subsidiaries and affiliates:

- a. MTA;
- b. MTA C&D;
- c. The State of New York;
- d. The City of New York;
- e. Amtrak and each of the other Railroads; and
- f. any other entity to the extent required under a Third Party Agreement or Law.

ARTICLE 18. LIQUIDATED DAMAGES

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

If the Design-Builder fails to perform and complete the Work described below in accordance with the applicable time requirements, the Design-Builder will be liable to MTA for and shall promptly pay to MTA the liquidated damages set forth in the table below; provided, however, that the Design-Builder's total liability for liquidated damages set forth in the table below shall not exceed \$10,000,000. Payment of such liquidated damages shall constitute the Design-Builder's sole obligation to MTA and the Railroads for failure to meet such requirements; provided, however, that nothing in this Article 18 limits MTA C&D's right to terminate the Contract for default including, without limitation, default in failing to meet any time requirement.

Activity	Liquidated Damages
1. Substantial Completion of all Work	\$75,000/Day for each Day of delay in achieving Substantial Completion
2. Late Return of Track	\$15,000 for each hour or partial hour of delay in return

ARTICLE 19. RELIEF EVENTS AND COMPENSATION EVENTS

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

been avoided by the exercise of reasonable caution, due diligence or other reasonable efforts by the Design-Builder:

- (i) Differing Site Conditions (as provided in General Provisions Article 8.06 – DIFFERING SITE CONDITIONS);
- (ii) Excusable Delay (as provided in General Provisions Article 6.07 – EXCUSABLE DELAYS/FORCE MAJEURE);
- (iii) Compensable Delay (as provided in General Provisions Article 6.08 – COMPENSABLE DELAYS and in this Article 19);
- (iv) Change in Laws (as provided in General Provisions Article 8.10 – CHANGE IN LAWS);
- (v) MTA C&D Changes (as provided in General Provisions Chapter 8 – CHANGES TO THE CONTRACT); and
- (vi) Adjustment for Contract Allowance Amounts (as provided in General Provisions Article 7.16 – ALLOWANCE ITEMS).

Compensable Delays include the following, in addition to the causes listed in General Provisions Article 6.08C: failure of MTA to make properties available to the Design-Builder in accordance with the Property Turnover Schedule or any property turnover mitigation plan included in the Contract; and failure of the Railroads to provide track outages and force account support in accordance with the parameters set forth in the Technical Provisions; and failure of Utilities to perform support activities for the Project within reasonably scheduled timeframes approved in writing by MTA C&D.

If at any time the Design-Builder determines that a Relief Event or Compensation Event has occurred, the Design-Builder shall notify MTA C&D in accordance with the applicable clauses of the General Provisions.

Such notice is a condition precedent to any relief from the time requirements of the Contract or adjustment of the Contract Price and failure to give such notice shall constitute a waiver of any right or claim to relief or adjustment.

If, following the issuance of the required notice, the Design-Builder receives or becomes aware of any further information relating to the Event and/or delay in performance or failure to perform, it shall submit such further information to MTA C&D not later than seven (7) Days of the Design-Builder's receipt or knowledge as the case may be. MTA C&D may request from the Design-Builder any further information that MTA C&D may reasonably require, and the Design-Builder shall promptly supply such information.

ARTICLE 20. ADDITIONAL TRACK OUTAGES

Track outages parameters are set forth in the Technical Provisions, and the Design-Builder hereby agrees that these track outages parameters are adequate for the timely performance of the Work. If any additional track outages are required to complete the Work, the outages shall be limited to those selected in the sole and absolute discretion of the Railroads required to provide the outages.

ARTICLE 21. INDEPENDENT CONTRACTOR

The Design-Builder agrees to the terms of the Contract as an Independent Contractor as described in General Provisions Article 14.09 - INDEPENDENT CONTRACTOR.

ARTICLE 22. NO CONFLICT OF INTEREST

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

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

ARTICLE 23. DESIGN-BUILDER SELF PERFORMANCE

The Design-Builder shall perform with its own organization Contract Work amounting to not less than **thirty-five percent (35%)** of the original total Contract Price. The Design-Builder's own organization shall be construed to include only workers employed and paid directly by the Design-Builder and equipment owned or rented by it, with or without operators. The Design-Builder's own organization does not include employees or equipment of a Subcontractor, assignee or agent of the Design-Builder and/or its principal participants.

ARTICLE 24. WRITTEN NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either by utilization of ASITE, as provided in General Provisions Article 1.05 – NOTICES or by email.

Such notices shall be addressed as provided in Article 15.1.

2. Any such notice shall be deemed to have been given either at the time of placement on ASITE, or in the case of email transmission upon receipt.

3. Each party may, from time to time, specify a different email address as its address for purpose of receiving notice by email under this Agreement by giving fifteen (15) Days' written notice to the other party sent in accordance herewith. Each party may designate additional individuals (with their respective email addresses) as its representatives for the purposes of receiving notices under this Agreement or for purposes of implementation and administration/billing, resolving issues and problems or dispute resolution.

ARTICLE 25. CONTRACT PAYMENTS

Contract payments shall be made as set out in the General Provisions Chapter 7 – PRICE AND PAYMENTS.

ARTICLE 26. DESIGN-BUILDER RESPONSIBILITY

1. The Design-Builder shall at all times during the Contract term remain responsible. The Design-Builder agrees, if requested by MTA C&D, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. MTA C&D, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Design-Builder. In the event of such suspension, the Design-Builder will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Design-Builder must comply with the terms of the suspension order. Contract activity may resume at such time as MTA C&D issues a written notice authorizing a resumption of performance under the Contract.
3. Upon written notice to the Design-Builder, and a reasonable opportunity to be heard with appropriate MTA C&D officials or staff, the Contract may be terminated by MTA C&D at the Design-Builder's expense where the Design-Builder is determined by MTA C&D to be non-responsible. In such event, MTA C&D may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

ARTICLE 27. WAIVER OF CONSEQUENTIAL DAMAGES

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

ARTICLE 28. MISCELLANEOUS

Article 28.1. Joint and Several Liability

If the Design-Builder, or its successors or assigns, if any, is comprised of more than one individual or entity (or combination thereof), then each and every obligation and undertaking of the Design-Builder under the Contract will be the joint and several obligation or undertaking of each such individual or entity.

Article 28.2. No Personal Liability

- a. MTA C&D's representatives are acting solely as agents and representatives of MTA C&D when carrying out the provisions or exercising any right or remedy under the Contract. They will not be liable either personally or as employees of MTA C&D for actions in their ordinary course of employment.

b. No affiliate, agent, consultant, officer or authorized employee of MTA C&D nor any member of MTA's board will be responsible either personally or as an affiliate, agent, consultant, officer or employee or board member, for any liability arising under the Contract, it being understood that in such matters they act as representatives of MTA C&D or MTA.

Article 28.3. Further Assurances

The Design-Builder shall promptly execute and deliver to MTA C&D all such instruments and other documents and assurance as are reasonably requested by MTA C&D to further evidence the obligations of the Design-Builder under the Contract.

Article 28.4. Execution

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which, when taken together, will constitute one and the same instrument. Electronic signatures, and deliver of original signatures by email, photocopy or electronic means, will be deemed original signatures for purposes of this Agreement and will have the same legal and binding effect as original signatures.

IN WITNESS WHEREOF, this Contract has been executed by MTA and the Design-Builder as of the day and year first written above.

**The Metropolitan Transportation
Authority**

[REDACTED]

**By: MTA Construction and Development
Company**

Name:

Title:

Date:

Name:

Title:

Date:

Acknowledgment by Design-Builder, if a joint venture

STATE OF NEW YORK

ss.:

COUNTY OF _____

On this ____ day of _____, 20__ before me personally came to me known, who being duly sworn, did depose and say that he/she resides in that he/she is the _____ of [REDACTED], the [REDACTED] described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by Power of Attorney granted by that joint venture.

Notary Public

EXHIBIT A

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