

DATE: 12/27/2023

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #: 22916

OPENING/DUE DATE: 02/21/2024

TYPE OF SOLICITATION: RFP

DOCUMENT AVAILABILITY DATE: 12/27/2023

SOLICITATION TITLE: Grand Central Terminal Retail Property Management Services

DESCRIPTION: The Retail Property Manager (“RPM”) shall support MTA Real Estate Department (“MTA Real Estate”) in its goal of developing Grand Central as one of the world’s premier destinations. In fulfilling its roles and responsibilities, the services of the RPM shall generally consist of providing professional property management services as they pertain to MTA Real Estate initiatives for Grand Central Terminal (“GCT”) and Grand Central Madison (“GCM”)(collectively, the “Retail Property”). Working collaboratively with MTA Real Estate, the RPM is expected to develop practical solutions for best-in-class delivery of retail operations and opportunities, protecting and enhancing MTA properties as valuable real estate assets, and offering technical advisory on measures intended to maximize revenue. RPM shall perform all services, including those contemplated herein, that, in the MTA’s judgment, are reasonably necessary to maintain a the best-in-class appearance and help achieve a level of quality commensurate with the Retail Property’s status as an historic landmark and one of New York City’s greatest public spaces. Performing all duties in the best interest of the MTA, the core responsibility of the RPM will be to employ operational best practices to pro-actively manage and respond to the needs of MTA Real Estate and provide the highest-quality service befitting that of a world-class transportation hub.

Responsibilities of the RPM shall include, without limitation, the following work categories as more fully described in the following sections:

1. General Administration
2. Lease Administration and Tenant Management
3. Business Management and Financial Reporting
4. Operations and Maintenance
5. Safety and Logistics
6. Tenant Coordination, Design, and Construction
7. Architectural and Engineering Design and Expert Technical Advisory
8. Project and Construction Management
9. Marketing and Communications
10. Public Programming and Special Events
11. Specialty Leasing, Sponsorships, and Partner Initiatives
12. Grand Central Madison

Funding: 100% Operating/Capital Goals: 15% MBE; 15% WBE; 6% SDVOB Est \$ Range: \$50M - \$100M
Contract Term: 5 Year with two 2-year options

****PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION****

(X) PRE-BID CONFERENCE

DATE: 01/16/2024

TIME: 10:00AM

Virtual via Microsoft Teams- Please contact the assigned procurement representative at chitra.zacharias@mtahq.org to register

(X) SITE TOUR

DATE: 01/19/2024

TIME: 1:00PM

PLACE: Location TBD

FOR MORE INFORMATION, PLEASE CONTACT:

PROCUREMENT REPRESENTATIVE: Chitra Zacharias

EMAIL: chitra.zacharias@mtahq.org

EXHIBIT A

RETAIL PROPERTY MANAGER SCOPE OF SERVICES

The Retail Property Manager (“RPM”) shall support MTA Real Estate Department (“MTA Real Estate”) in its goal of developing Grand Central as one of the world’s premier destinations. In fulfilling its roles and responsibilities, the services of the RPM shall generally consist of providing professional property management services as they pertain to MTA Real Estate initiatives for Grand Central Terminal (“GCT”) and Grand Central Madison (“GCM”)(collectively, the “Retail Property”). Working collaboratively with MTA Real Estate, the RPM is expected to develop practical solutions for best-in-class delivery of retail operations and opportunities, protecting and enhancing MTA properties as valuable real estate assets, and offering technical advisory on measures intended to maximize revenue. RPM shall perform all services, including those contemplated herein, that, in the MTA’s judgment, are reasonably necessary to maintain a the best-in-class appearance and help achieve a level of quality commensurate with the Retail Property’s status as an historic landmark and one of New York City’s greatest public spaces.

Performing all duties in the best interest of the MTA, the core responsibility of the RPM will be to employ operational best practices to pro-actively manage and respond to the needs of MTA Real Estate and provide the highest-quality service befitting that of a world-class transportation hub.

Responsibilities of the RPM shall include, without limitation, the following work categories as more fully described in the following sections:

1. General Administration
2. Lease Administration and Tenant Management
3. Business Management and Financial Reporting
4. Operations and Maintenance
5. Safety and Logistics
6. Tenant Coordination, Design, and Construction
7. Architectural and Engineering Design and Expert Technical Advisory
8. Project and Construction Management
9. Marketing and Communications
10. Public Programming and Special Events
11. Specialty Leasing, Sponsorships, and Partner Initiatives
12. Grand Central Madison

A set of defined terms is included in Article I (SPECIFIC CONTRACT PROVISIONS), Section A (Definitions). Additional terms are defined in context herein.

The MTA shall provide a file share site for the RPM’s storage and management of all documents (i) provided by the MTA to the RPM during the term of this Agreement; and (ii) created by the RPM pursuant to the requirements and obligations contemplated by this Agreement including, without limitation, both working documents and final drafts of any Deliverables. The RPM shall not retain any MTA Data on its own systems, or on the personal computers of any RPM personnel.

1. GENERAL ADMINISTRATION

RPM shall provide all the personnel, materials, equipment, supervision, and services necessary to successfully (i) provide overall management, (ii) deliver on the performance of the Retail Property, and (iii) work on behalf of MTA Real Estate to fulfill landlord commitments as obligated in agreements with retail tenants (“General Administrative Services”). RPM shall provide General Administrative Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and which includes the services described in this Section I (General Administration).

1.1 PROPERTY STAKEHOLDERS

The RPM shall directly coordinate its efforts with property stakeholders as required to fulfill the function of property manager. Grand Central includes several distinct property stakeholders, which have varying levels of property and asset management responsibilities. Key stakeholders include:

MTA Real Estate Department
MTA Police Department (“MTAPD”)
MTA Security

MTA Code Compliance Unit
MTA Construction & Development
MTA Transit Oriented Development

MTA Legal departments
MTA Office of Risk and Insurance Management (“RIM”)
MNR Station Operations Department
MNR Maintenance of Way Department
MNR Office of System Safety
MNR Historic Preservation and ADA Compliance
MNR Security Operations

MNR Fire Brigade
Grand Central Madison Operating Company (“GCMOC”)
Grand Central Madison Facilities Maintainer (“GCMOC-FM”)

Grand Central Madison Retail Master Lessee (“GCMOC-ML”)
LIRR Station Operations Department
LIRR Maintenance of Way Department
LIRR Office of Fire Marshal (“OFM”)
LIRR Security Operations
LIRR Safety Department

Adjacent Building Owners/Managers:

SL Green, RXR Properties, Tishman Speyer, Boston Properties, JPMorgan Chase, Rudin Management Company, Milstein Properties

1.2 HISTORIC LANDMARK STATUS OF PROPERTY

GCT is listed on the State and National Registers of Historic Places and is one of fewer than 2,600 National Historic Landmarks. All designs, alterations, activations, and fit-outs throughout GCT may require various outside agency reviews and approvals related to such status, including review and approval by the New York State Historic Preservation Office (“SHPO”) and the New York City Landmarks Preservation Commission (“Landmarks”). The RPM shall be responsible for coordination of the tenant’s preparation of SHPO and Landmarks submittals and the delivery of those submittals to Metro-North Commuter Railroad Company (“MNR”) or SHPO/Landmarks officials.

1.3 GENERAL STAFFING REQUIREMENTS

The RPM shall provide the number of personnel, with the required qualifications, necessary to manage and perform its work in a timely and workmanlike manner. It is expected that corporate governance of the account team be based in, or readily proximate to, the greater New York region for frequent face-to-face interaction with the local RPM project staff and MTA teams. Personnel assigned to senior leadership positions must be (i) within the local RPM project staff, (ii) 100% dedicated to the account, and (iii) be seasoned professionals, having been employed by the RPM for the previous twelve months.

The MTA reserves the right to review work history and certifications of all RPM personnel. Specific staffing requirements are detailed within Sections 2 through Section 12 of this Scope of Services and as follows:

- a. RPM must make provisions for one (1) full time employee (“FTE”) general manager level or above, to be dedicated to the project and staffed at the Retail Property for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams (the “General Manager”). The General Manager shall serve as the main point of contact for MTA agencies and departments, acting as lead liaison between Retail Property retail operations and property stakeholders. The General Manager is considered a senior leadership position.

The General Manager shall oversee all work of the RPM, conducting weekly operations/status meeting with MTA representatives and providing regular status reports on all matters.

- b. RPM must make provisions for one (1) FTE director of operations level or above to be dedicated to the project and staffed at Grand Central for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams (the “Director of Operations”). The Director of Operations shall oversee, minimally, all operations, maintenance, design, construction (tenant, operational, and capital projects),

logistics and safety responsibilities, supervising staff such that all functions are performed to the highest level of efficiency and quality. The Director of Operations is considered a senior leadership position.

- c. RPM must make provisions for one (1) FTE administrative coordinator level or above to be dedicated to the project and staffed at Grand Central for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams (the "Administrative Coordinator"). The Administrative Coordinator shall facilitate daily organizational processes, perform office and clerical duties, facilitate communication between external and internal stakeholders such as customers, employee teams, vendors, and retailers, and generally advance routine business administrative procedures to ensure smooth daily operations.

The General Manager, Director of Operations and Administrative Coordinator shall be considered Key Personnel, as that term is defined in the Agreement.

1.4 YARDI PROPERTY MANAGEMENT SOFTWARE SYSTEM

MTA Real Estate requires that RPM utilize the MTA's Yardi system for the management of the Property. The Yardi system, managed by the MTA through a third-party vendor, is tailored and customized to the MTA record-keeping of real estate properties and includes a module for a tenant accounting database, tenant inspections, and tenant histories. RPM shall provide services necessary to update, convert and transfer, initially and on an on-going basis, any existing or new tenant financial and retail lease data to the MTA's Yardi system. This includes the preparation and maintenance in the Yardi system of abstracts of all agreements (leases and/or licenses) to create tenant profiles.

Within the Yardi system, RPM will establish, maintain, and update the tenant accounts, receivables, and tenant history and activity, inputting information in a routine and timely manner. New tenant accounts shall be established by RPM within 14 days upon receipt of tenant agreements from the MTA. The MTA will provide a license to RPM and log-in credentialing to access the Yardi system for a sole purpose of compliance with its obligations as property manager in accordance with the Work described in this Scope of Services and such license cannot be used for any other business or personal use.

1.5 CASUALTIES/DAMAGES/INJURIES

Promptly after RPM obtains knowledge thereof, the RPM shall inform the MTA in writing of any casualty to the Retail Property or the building ("Building"), any damage to property of the MTA or others located at the Retail Property, and any bodily or personal injuries incurred relating directly or indirectly to the Retail Property; provided, however, that, under extenuating circumstances, such information may be provided orally in the first instance and thereafter confirmed in writing as soon as practicable. RPM shall give the MTA prompt notice of any claim made or which might be made against the MTA, any other indemnified party, or RPM following RPM's first obtaining knowledge thereof. RPM shall prepare and, in coordination with and subject to the approval of MTA RIM, file all reports, claims, notices, and other documents required in connection with all applicable and, as appropriate, potentially applicable, policies of insurance carried by RPM, the MTA, a contractor, a tenant or licensee, and other third parties. RPM shall cooperate fully with the MTA and with any insurance carrier representing the interests of the MTA, any indemnified party or RPM, to ensure that all claims against the MTA, any other indemnified party or RPM will be properly investigated and defended through the appropriate insurance carrier(s) and in a manner that, to the extent lawful, maintains privilege and confidentiality, and that all other potentially appropriate third parties and insurance carriers are put on sufficient notice to preserve the obligation of such third parties and insurance carriers for defense and indemnification.

The RPM shall keep current, files of all reports, notices, statements, and similar documents received by the RPM with respect insurance policies respecting the Retail Property, which shall be subject to MTA inspection at any time, at the MTA's sole discretion.

1.6 COMPLIANCE WITH LAWS/NOTICE OF LIABILITY/POTENTIAL LIABILITY

RPM shall exercise reasonable diligence to be informed regarding any actual or potential issue of:

- a. Any violation of any statute, ordinance, law, rule, regulation, order or determination that could affect or be issued in connection with the Retail Property, including the activities of RPM or any retail tenant/licensee by any governmental authority having or claiming jurisdiction thereof (regardless of whether the MTA is exempt therefrom).
- b. Any order or requirement of the Board of Fire Underwriters or other body that may exercise similar functions, or of any insurance company insuring the Retail Property, Building, or property

(“Property”); and notify the MTA promptly after RPM obtains knowledge of any such actual or potential liability, violation or requirement; and take or cause to be taken all such actions as shall be necessary and appropriate to address such matters; and RPM shall not permit and shall take all steps necessary to prohibit the use of the Retail Property for any purpose that is unlawful or which would void any policy of insurance or might render uncollectible any loss thereunder.

- c. The RPM shall keep current, files of all notices, statements, and similar documents received by the RPM with respect to any governmental agency onsite at the Retail Property, which shall be subject to MTA inspection at any time, at the MTA’s sole discretion.

1.7 REPORTING

Upon the MTA’s request, RFM shall furnish to MTA, as promptly as practicable, on such media or in a format approved by MTA, any reports, presentations, checklists, schedules, statements or other information and documentation pertaining to the Work contemplated by this Agreement, even if not otherwise specified in this Scope of Services.

1.8 LEASING SUPPORT

RPM shall coordinate with MTA’s retail leasing services vendor and appropriately assist in the leasing and merchandising strategies for Grand Central. RPM is expected to participate in the evaluation and selection process for leasing at Grand Central in accordance with established leasing strategies, brand standards, and the Guidelines for Selection of Tenants for Grand Central Terminal (“Tenant Selection Guidelines”). MTA Real Estate will be relying on RPM, as an expert in retail operations, to provide expert advice on tactical management and business approaches that allow MTA to realize the greatest level of revenue in balance with the Retail Property’s position as an important national landmark and a premier NYC public space. All leasing and merchandising decisions shall be made by the MTA in its sole and absolute discretion.

1.9 LEGAL SUPPORT

RPM shall provide evaluation and guidance on contractual agreements at they relate to the Retail Property, advising on MTA obligations and options as outlined in legal agreements and making recommendations to MTA Real Estate and MTA Legal counsel based on RPM’s best interpretation.

- a. Provide legal support as it pertains to leasing and legal negotiations and interaction with tenants and contractors, assisting in the preparation and ongoing updating of legal agreements, contracts, exhibits and/or drawings as may be needed for tenant and contractor agreements.
- b. Draft authorization memos as justification and as a precursor for into entering into legal or business agreements.
- c. Provide feedback on legal interpretation of all applicable documents, ensuring all required paperwork is duly received and documented.
- d. Liaise with MTA and MTA-retained outside legal counsel on various matters involving lease/license negotiations and litigation (i.e., leases that are subject to possible summary proceedings, including, but not limited to, non-payment defaults, etc.)
- e. Coordinate meetings, as required, with MTA to discuss ongoing legal matters, leasing decisions, or legal actions in connection with lease enforcement.
- f. Make recommendations and prepare drafts of workouts, stipulations, and lease modifications.

All legal support Work shall be subject to MTA Legal, or outside counsel retained by the MTA, review and approval. RPM may be required to sign non-disclosure agreements, or similar documents, with MTA-retained outside counsel. The MTA reserves the right to disclose the RPM’s business name and the subject matter of the Agreement to any MTA-retained outside counsel for the purposes of a conflict check.

1.10 PROCUREMENT OF GOODS AND SERVICES

RPM shall, in the course of performing its work or as otherwise requested by MTA, manage the procurement of goods and services as it relates to MTA Real Estate initiatives at or general management of the Retail Property. RPM shall manage contracts by either acting as agent for the MTA or entering into contracts as the principal. In either case, all procurement processes are to generally follow MTA procurement guidelines and all contracts require approval by MTA prior to formal engagement. The MTA shall issue a formal authorization in the event the MTA requires that the RPM act as purchasing agent for the MTA.

1.11 KEY PERFORMANCE INDICATORS

The RPM's overall performance shall be evaluated and measured against Key Performance Indicators (KPIs) with up to 25% of the basic management fee at risk. Proposed KPIs are included as Exhibit 16 to this Scope of Services and shall serve as the agreed upon baseline for annual performance reviews.

1.12 OTHER SERVICES

This Scope of Services includes any service, function, task or responsibility that is not specifically described herein, but that is an essential, necessary, inherent or customary part of the Work (the "Inherent Work"). Such Inherent Work shall be provided by RPM without additional cost, as if such Inherent Work were specifically described in the Agreement. The MTA acknowledges that those tasks that the RPM is required to perform that are not described or contemplated in the Agreement or that do not otherwise constitute Inherent Work shall be handled as Change Orders pursuant to ARTICLE XVII (MODIFICATIONS; CHANGE ORDER PROCESS) of the Agreement.

It is expected that the RPM will participate in joint stakeholder meetings to provide input and actively discuss strategy for property-wide issues including, but not limited to, homeless services, operational/departmental coordination, security procedures, and safety drills.

RPM shall provide any or all of the Scope of Services for additional locations, existing or new, within the Retail Property campus and other nearby locations and projects as identified by the MTA, provided that, if additional staffing or services are required, RPM may make a Change Order request in accordance with ARTICLE XVII (MODIFICATIONS; CHANGE ORDER PROCESS) of the Agreement. A negotiated change order may include additional compensation for the costs of any additional staff or services and, if appropriate, an equitable adjustment to the basic management fee.

2. LEASE ADMINISTRATION AND TENANT MANAGEMENT

RPM shall perform, or coordinate the performance of, all MTA obligations as landlord under leases/licenses and other agreements and shall provide lease administration, tenant management and contract enforcement services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include the following (collectively, Lease Administration and Tenant Management Services"):

2.1 LEASE ADMINISTRATION

RPM shall pro-actively monitor the performance of all retail lessees/licensees and enforce all obligations in accordance with leases/license terms.

- a. Coordinate receipt of lease/license signatures and all deliverables to include:
 - i. Verify with MTA RIM that Certificates of Insurance ("COI") meet the requirements outlined in lease/license; keep active log of COI expiration dates and provide notification to tenants/contractors/vendors in advance.
 - ii. Verify receipt of first month base rent, security deposit, and plan review fees
 - iii. Route execution copies for signature; distribute copies of fully executed lease/license to outside counsel, appropriate MTA departments, and the lessee/licensee
- b. Prepare and send formal correspondence, memos, letters and other such notifications in accordance to lease/license terms. The RPM shall use pre-established templates if so directed by the MTA.
- c. Prepare and maintain abstracts of all agreements.
 - i. Create lessee/licensee profiles within the MTA's Yardi System.
 - ii. Log and track critical dates such as Effective Date, Compensation Commencement Dates, Design Review milestones (e.g., Submission 1, Submission 2, Issuance of Permit, Final Inspection Date, Construction Completion/ Opening Date).
- d. Prepare and submit to MTA a monthly rent roll of all lessees/licensees, to include a list of all leases/licenses set to terminate within the following 12 months; plan and develop quarterly rent forecasts for annual budget projections.
- e. Maintain updated and complete working lease/license files.
- f. Receive and track lease/license related documents and correspondence.
- g. Process recurring rent, monthly utility charges, tenant services payments and other monthly billings; monitor tenants who fall into arrears, developing mitigation plan and making recommendations on rent recovery strategies.
- h. Maintain database to track storage space licenses, current availabilities and rent escalations.

2.2 TENANT MANAGEMENT

RPM shall establish good working relationships with all retail tenants, both the local and corporate managers and staff, maintaining open-door communications, responding to tenant complaints and requests in a timely and courteous manner, and attending to daily operational needs, all to ensure smooth day-to-day operations within Grand Central.

- a. Assist with administering tenant occupancy, including providing new tenants with an introduction letter regarding emergency contacts, insurance requirements, rent collection procedures, and maintenance request procedures.
- b. Receive, investigate, and promptly resolve any complaint or request from any tenant inquiry and serve as the tenants' point of contact with the MTA with respect to complaints, requests, changes or any other matter in connection with landlord supplied services.
- c. Maintain updated GCT Tenant Handbook; electronically distribute to all tenants and deliver printed copies to local store managers.
- d. Conduct periodic inspections of the property and tenant spaces to ensure compliance with leases/licenses, building safety, and the proper upkeep of the premises.
- e. Coordinate tenant correspondence, reminder letters, and prompt replies to communications from tenants..
- f. Enforce retail design guidelines and GCT brand and aesthetic standards.
- g. Enforce facility rules and regulations.
- h. Actively manage tenant special event permitting process, working with MNR operational departments in streamlining approval and notification processes.
- i. Review, evaluate and revise existing Tenant Special Event Handbook, coordinating input from Grand Central stakeholders, for MTA review and approval; electronically distribute final version of the Handbook to all tenants and deliver printed copies to local store managers. Provide regular updates.
- j. Act as liaison between tenants and Grand Central stakeholders; coordinate tenant meetings making introduction to MTAPD, MNR Fire Brigade, and MNR Station Operations; relay and distribute information about building safety, reporting protocols, emergency response, building regulations, and MTA policies and procedures.
- k. Coordinate security and crowd control planning for retail product launches or special tenant events; maintain current tenant records to ensure proper occupancy levels and safety requirements are being met.

2.3 LEASE AND CONTRACT ENFORCEMENT

RPM shall document and resolve any non-conformance with leases, licenses, or contracts, identifying discrepancies and making recommendations in order to facilitate solutions for any area of conflict or disagreement.

- a. Prepare monthly status report regarding all pending legal proceedings with respect to significant accounts receivable or other claims or proceedings against any tenant(s)/licensee(s).
- b. Investigate and resolve complaints received from the MTA or the public as those complaints may relate to retail tenants or licensees.
- c. Where appropriate, coordinate with MNR with respect to any complaint; promptly notify the MTA if, for any reason, any such matter cannot be resolved promptly; routinely document, to include action updates, into a suitable log regularly submitted to the MTA for review and inspection. to
- d. Notify the MTA of any noncompliance or alleged noncompliance with any retail lease/license or legal requirement on the part of any retail tenant/licensee immediately in an emergency, and promptly in a non-emergency but no later than (twelve) 12 hours after RPM first becomes aware of the problem.
- e. Intercede between MTAPD or MTA departments in areas of dispute between parties, brokering amicable resolution for matters relating to retail operations, tenants, contractors, or vendors.
- f. Resolve disputes and other issues between the MTA and a retail tenant/licensee, with appropriate oversight from and consultation with the MTA, by methods including:
 - i. Appropriate discussions and negotiations with the tenant/licensee.
 - ii. Negotiating and preparing work-out and modification agreements.

- iii. Preparing default and termination notices, serving promptly in accordance with the terms of tenant agreements and without explicit direction from the MTA.
- iv. Coordinating proper service of legal notices.
- v. Coordinating and consulting with the MTA and in-house and outside legal counsel as appropriate within the context of the MTA's attorney-client privilege, including:
 - 1. Support in the prosecution or defense of lawsuits involving the MTA and its agencies.
 - 2. Termination and eviction matters.
 - 3. Claims of all types against the MTA and MTA agencies relating to the Retail Property.
 - 4. Determination of potentially responsible insurance coverages (e.g., landlord, tenant, RPM, contractors, and other third party) applicable to a claim for damage/or injury occurring within the Property and giving notice to all potentially responsible insurance carriers.
 - 5. Other support such as investigation and preparation of necessary documentation and witness testimony and providing witness testimony.
- g. Obtain all waivers of liens necessary to keep the Retail Property and any public work contract in connection with the Retail Property free and clear of all liens in connection with work to be performed at the Retail Property. If RPM becomes aware of the filing of any lien against the Retail Property or of any claim against a required undertaking pursuant to Lien Law Section 5 or a payment bond pursuant to the New York State Finance Law or otherwise, it shall promptly advise the MTA and cooperate with MTA's efforts, or take such steps as the MTA may direct, to cause such lien or claim to be resolved or bonded or otherwise discharged of record.

2.4 LEASING SUPPORT

RPM shall provide technical and advisory services to support (i) leasing and legal negotiations and interaction with tenants as it pertains to tenant agreements; and (ii) the preparation and ongoing updating of legal agreements, contracts, exhibits and/or drawings as may be needed for tenant and contractor agreements.

- a. Draft, or assist in drafting, for MTA legal review and execution by the MTA, retail tenant storage agreements, short-term (specialty leasing) license agreements, special event agreements, terminations, notice letters, letter amendments, holdover agreements, and any other documentation associated with the administration of leases/licenses. All legal documentation must be approved by the MTA in writing. The RPM shall use pre-established templates if so directed by the MTA.
- b. Provide leadership on leasing administrative processes, ensuring all required paperwork is duly received and documented.
- c. Initiate background and financial checks for prospective tenants and vendors and advise MTA of credit worthiness and relevant business/financial background, or any objectional or concerning findings.
- d. Prepare and provide tenant or space information in support of leasing decisions and/or legal actions.
- e. The RPM shall propose, and seek approval from the MTA, and implement a lawfully aggressive arrears collection program in coordination with the MTA's in-house and outside counsel, in compliance with applicable New York State ("NYS") and federal law. RPM shall also liaise with MTA Legal and assigned outside collections counsel on various matters involving collection cases, prioritizing cases with high dollar balances, and ensuring that a meeting with collections counsel is conducted at least every two (2) weeks.

2.5 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum of 1 FTE, tenant and lease administration manager level or above, to be dedicated to the project and staffed at Grand Central for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams (the "Tenant/Lease Administration Manager"). The Tenant/Lease Administration Manager shall be considered Key Personnel, as that term is defined in the Agreement.

3. BUSINESS MANAGEMENT AND FINANCIAL REPORTING

RPM shall manage day-to-day business operations to include accounting processes, human resources, and administrative functions necessary to successfully manage daily business practices. RPM will be expected to strategize, implement, and oversee all processes leading to an improved daily operational program that achieves

the highest level of productivity at the fairest possible cost (collectively, “Business Management and Financial Reporting Services”). RPM shall provide Business Management and Financial Reporting Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

3.1 BUSINESS MANAGEMENT

- a. Properly maintain the books and records of the Retail Property and submit monthly and annual financial statements and budgets to the MTA. Ensure that all tenant account files are maintained in an organized and continuously updated manner.
- b. Maintain updated records and regularly provide to the MTA, a comprehensive listing of all contracts and agreements in effect, including but not limited to RPM and Agent Contract, including contract amounts, durations and expiration dates.
- c. Maintain a current MBE/WBE Participation Report for: (i) RPM contractors as principal and (ii) for contractors where RPM acts as agent for the MTA.
- d. Obtain and verify as to amount and, if applicable, eligibility for exemption, sales and compensating use taxes and all other taxes and assessments, if any, against or relating to the use and occupancy or operation of the Retail Property.
- e. Provide account information and documentation for legal documents as needed including, without limitation for audit purposes.
- f. Afford access to the MTA, its employees, agents, and other representatives and representatives of the MTA Auditor General or the New York State Comptroller, or other oversight agency, during regular business hours and at convenient locations, to all books and records, in any media, of RPM and any RPM contractors. RPM shall keep (and cause all RPM contractors to keep) books and records according to the MTA Document Retention Policy. Such books and records include:
 - i. Suitable books of control and account as contemplated by this Agreement.
 - ii. Copies of all contracts between the RPM and any RPM contractors related to this Agreement.

For the avoidance of doubt, all records relating to the Retail Property shall be kept on the MTA-provided file share system. A non-exhaustive list of examples include:

- i. Copies of all leases, licenses, permits, guarantees and warranties relating to the Retail Property or any equipment or improvements thereon or thereto.
 - ii. Copies of all construction plans and as-built plans relating to the Retail Property.
 - iii. All other operating files relating to the Retail Property.
- g. Calculate, applying annual increases as appropriate, additional charges and Common Area Maintenance (“CAM”) charges, and other additional fees; provide comprehensive analysis of current calculation formulas, making recommendation for implementation of streamlined billing processes for additional charges and CAM.
- h. Prepare and send other notices pursuant to the terms of leases/licenses.

3.2 PROPERTY ACCOUNTS

Any and all funds received by RPM and derived from the operation of the Retail Property or from the MTA shall be deposited into a property account(s) specifically established for the Retail Property.

- a. RPM shall establish and maintain a retail operating account(s) in RPM’s name and under RPM’s Federal Employer Identification Number, as trustee for the MTA, in a bank approved by the MTA.
 - i. An amount shall be initially deposited into the operating account by MTA.
 - ii. All authorized operating expenses shall be paid by RPM from the operating account.
 - iii. RPM shall submit regular reimbursement request memos, with documentation of all disbursements and back-up invoices.
 - iv. Upon MTA approval of RPM reimbursement requests, MTA shall make payments to RPM to replenish the operating account, maintaining a cash flow sufficient to meet anticipated needs.
 - v. Grand Central Terminal and Grand Central Madison shall have separate operating accounts and accounting/reporting systems, and reporting. RPM shall not commingle GCT and GCM funds or financial information.
- b. Establish a retail revenue accounts a lock-box account under the MTA’s control dedicated for tenants’ deposit of rental payments.

- c. Tenant security deposits shall be kept in a separate bank account under the MTA's control. Tenant security deposits shall be received via electronic payment only.
- d. The RPM shall prepare and submit, without limitation, the following:
 - i. A cash flow statement not later than the 15th day of each calendar month, for the preceding calendar month, and the current year, half to date and quarter to date, with a comparison to any budget(s) required by this Agreement, and an explanation of all variances. The cash flow statement shall include:
 - 1. a schedule of common charges, including the collected and prepaid or accrued common charges and any arrears or delinquencies;
 - 2. a cash disbursement journal;
 - 3. a reconciliation of advanced operating funds;
 - 4. a reconciliation of cash receipts to deposits; and
 - 5. a narrative update of the status of budgeted capital improvements to the Retail Property.
 - ii. Any reports, statements, and supplementary documentation, without limitation, related to the operating account as requested by the MTA including,
- e. The RPM shall keep current files with copies of all notices or statements received by the RPM with respect to the operating account(s) which shall be subject to MTA inspection at any time, at the MTA's sole discretion.

3.3 BILLING AND RECEIVABLES

Provide for the timely billing of amounts payable by retail tenants/licensees.

- a. Administer the billing, collection, and reporting of rent/compensation and other sums due from tenants/licensees.
- b. Prepare and send periodic billings pursuant to the terms of each retail lease and/or license.
- c. Monitor the MTA's receipt of payments, apply payments received to the appropriate tenant/licensee and other accounts, and, when a payment has not been received by the due date, take appropriate action including preparing and sending an appropriate notice and application of late fees.
- d. Obtain from the MTA and include within the monthly rent bill, monthly sub-meter readings for all utilities serving tenant spaces or, in the absence of sub-meters, otherwise calculate amounts owed by the tenant for utilities and services supplied by the MTA as landlord at tenant's expense. Review for accuracy or reasonableness, resolving any discrepancies with MNR departments prior to billing tenant.
- e. Interface with the MTA's lockbox provider and security deposit holder to ensure timely electronic transmittal and application of cash receipts on a daily basis.
- f. Make recommendations for the implementation of improved methods or technologies to facilitate quick and easy billing and collection of receivables.

3.4 FINANCIAL REPORTING

Provide financial reporting in sufficient detail and in an MTA-specific format in accordance with the MTA Controller & Office of Management and Budget calendars including but not limited to:

- a. Prepare periodic reports (monthly, quarterly, year-to-date, annually) of accounting activities using Generally Accepted Accounting Principles (GAAP) and MTA-specific formats. This will include bank reconciliation, cash and accrual financial reports, and budget versus actual reporting.
- b. RPM shall provide the MTA with monthly and annual financial statements on request and in accordance with the MTA accounting calendar.
- c. On or before March 1st of each calendar year, after the end of each Fiscal Year, or within thirty (30) days after the expiration or termination of this Agreement, RPM shall deliver to the MTA an "Annual Financial Statement" for the preceding Fiscal Year, which shall consist of a year-end financial statement with an aggregate as of the end of such Fiscal Year, and of the individual agencies, prepared in accordance with generally accepted accounting standards and the system of accounts approved by the MTA. For the purposes of this Agreement, the MTA fiscal year shall be defined as the calendar year, e.g., January 01 – December 31 ("Fiscal Year").
- d. Provide the following, at a minimum, on a monthly basis:
 - i. 12-month budget detail with month-to-date and year-to-date variance and analysis

- ii. Monthly/annual sales report, comparative sales, and occupancy costs analysis
- iii. Cash receipts report
- iv. Aging payables report
- v. Detailed balance sheet, payment register and bank statement reconciliation reports
- vi. Security deposit detail
- vii. Tenant collections report, property collection rate and arrears statement; such statement shall be in sufficient detail to allow a thorough understanding and review by the MTA, including a discussion of any significant operating issues or problems that arose during the month or remained unresolved from the prior month, and recommendation for next course of action
- viii. Preliminary trial balance report reflecting beginning balance, current month's debits and credits, and the ending balance
- ix. Leasing activity and tenant construction report
- x. Property rent roll, list of upcoming expirations and anticipated vacancies or openings
- xi. MTA purchase order balances and 12-month cash-flow analysis
- xii. Capital tracking for any Project or Construction Management projects.
- xiii. Profit and loss statement (income statement)
- xiv. Analysis of allowance for doubtful accounts (bad debt expense)
- e. The MTA reserves the right to require any additional report(s) with respect to any other matters relevant to the operation, and maintenance, repair or improvement of the Property that MTA has requested Retail Property Manager to report on monthly or that should, in any event, be reported to MTA.

3.5 BUDGETING

RPM shall provide the MTA with annual five-year Operating Budget ("Operating Budget") in accordance with the MTA Office of Management and Budget calendar. Each annual Operating Budget is subject to the approval by the MTA Board.

- a. Each proposed Operating Budget shall be prepared on an annual and month-by-month basis and shall contain, at a minimum, the following information:
 - i. reasonably detailed explanations and assumptions underlying budget projections;
 - ii. itemized detail of revenue and expenses by category;
 - iii. any other information as may be reasonably required by the MTA to fully evaluate and approve such Operating Budget; and
 - iv. for each annual proposed annual Operating Budget, the RPM shall additionally include recommendations for capital repairs and improvements to the Retail Property, indicating which proposed expenditures are for preventative maintenance, replacements, or improvements and/or the purpose of each proposed expenditure (e.g. normal life-cycle replacement, operating expense reduction, state-of-good repair).
- b. By August 15th of each year, RPM shall submit to the MTA for review and approval, a final forecast for the current year Operating Budget, a final proposed Operating Budget for the following year, and a 5-year Operating Budget plan (November Plan).
- c. By May 1st of each year, RPM shall submit to the MTA for review and approval, a reforecast of the current year Operating Budget, a preliminary budget for the following operating year and 5-year plan (July Plan). The July Plan shall include an explanation of all variances and recommendations for mitigating actions to be taken.

3.6 GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) STATMENT NO. 87:

The MTA is required to comply with the standards set forth by the Governmental Accounting Standards Board. GASB Statement No. 87 – Leases provides financial statement users with improved accounting and financial reporting for leases by governments. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The RPM shall coordinate with the MTA to provide technical guidance and proper accounting and financial reporting of lessor leases in compliance with GASB87. The RPM shall provide the

following:

- a. Enter the applicable data elements for all new leases and amendments into the Yardi GASB87 module;
- b. Complete the required steps to validate data entry (run various reports, create lease set up, validate amortization schedule, run journal entry process and post);
- c. Provide GASB87 specific reports for each MTA agency;
- d. Coordinate with MTA Accounting personnel on lease transactions and information requests as needed.

3.7 MTA RIGHT TO AUDIT

The MTA shall have the right, at any time but at a minimum once per year, to conduct an audit of the RPM's operations, books and records, and financial statements by using the MTA's Auditor General or third-party independent auditors.

3.8 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum of one (1) full-time employee, business manager level or above, to be dedicated to the project and staffed at Grand Central for daily interaction with retail tenants, property stakeholders and the MTA (the "Business Manager"). The Business Manager shall be considered Key Personnel, as that term is defined in the Agreement.

4. OPERATIONS AND MAINTENANCE

RPM shall provide all the labor, tools, materials, equipment, supervision, and services necessary to perform the operations, inspection, maintenance, service and repair of Retail Property assets and equipment. RPM shall provide on-site building engineering operations and maintenance services on a 24/7/365 basis in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following (collectively, the "Operations and Maintenance Services"):

4.1 BUILDING MAINTENANCE AND REPAIR

Possess detailed functional knowledge of the electrical, mechanical, fire detection/ protection systems, plumbing, retail spaces, building systems, and all Retail Property assets.

- a. Maintain inventory of all Retail Property assets, to include architectural, structural, mechanical, communications and electrical components and systems that are necessary to support Retail operations; create a master asset list and schedules for testing, inspection and maintenance; update as needed, but not less than once per annum.
- b. Schedule major repairs and replacements - make or cause to be made and appropriately supervise all required repairs and alterations; provided, however, that no repair or alteration costing more than \$20,000 shall be undertaken without the prior written consent of the MTA. For the avoidance of doubt, any repair or alteration that exceeds exceeding \$20,000 without MTA prior-approval may not be eligible for reimbursement. All repairs or alterations contracted for by RPM as principal RPM shall:
 - i. Promptly notify the MTA of any needed repairs, of any breakdown of Retail Property equipment, of any damage to the Retail Property, and of any other circumstances of like nature, promptly after RPM learns thereof; and
 - ii. As applicable in connection with the Retail Property: (a) Assist in timely identifying, filing for and obtaining, as applicable, warranty services, and asserting claims against third parties; (b) require Retail Property tenants/licensees to timely initiate and complete corrective action and repairs; (c) request services or assistance from MTA; and (d) monitor and coordinate any associated restoration and repair work.
- c. Provide minor construction maintenance services to secure, paint, and repair vacated tenant spaces in preparation of new occupants.
- d. Provide services as requested to support Marketing, Public Programming and Special Events, and Sponsorship activities as set forth in Sections 9, 10, and 11 of this Scope of Services.
- e. Provide services as requested to support Specialty Leasing program as set forth in Section 11 of this Scope of Services.
- f. Coordinate all specialized deliveries of materials or equipment through documented and approved delivery methods.

- g. Manage all on-call services for the maintenance and repair of built elements and systems.
- h. Provide regular inspections of basic repairs to all systems and finish materials, providing oversight and coordination to all outsourced services.
- i. Manage all attic and supply stock to ensure that materials for repairs and replacement are readily available.
- j. Ensure that all maintenance activities are completed as per manufacturer's recommendation and design specifications to maintain performance warranties.
- k. Promptly investigate and make a full written report as to all accidents or claims for damages relating to the Retail Property which reports shall include any damage or destruction to the Retail Property and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company representing the MTA, as required, and any Retail Property tenant in connection therewith.

4.2 HOUSEKEEPING AND CUSTODIAL SERVICES

RPM shall provide scheduled cleaning and maintenance to the Retail Property areas that are not within tenant/licensee spaces and shall ensure that all assigned tasks have been satisfactorily performed.

- a. On behalf of the MTA, RPM shall manage and oversee MTA Contract No. 20211201 Custodial Services Agreement With Purchase Order; manage procurement process to procure successor contractor upon existing contract expiration.
- b. Perform daily cleaning of dining concourse and assigned retail public spaces and back-of-house areas.
- c. Monitor GCT as a whole and cause it to be maintained and cleaned by notifying MNR of maintenance and cleaning needs that are the responsibility of MNR.
- d. Monitor and cause to be maintained and cleaned Retail Property tenant/licensee areas by tenants/licensees.
- e. Provide for garbage and recycling removal in coordination with MNR forces; trash to be taken to a designated area west of Track 115, South Transfer Station, where all full totes of trash should be brought for MNR staff to load onto compactors placed on railcars.
- f. Respond immediately to all unscheduled cleaning requests.
- g. Provide pest control services.
- h. Manage retail kitchen exhaust duct cleaning, grease trap cleaning, and window cleaning, and other tenant cleaning services, tracking as expenses recoverable by tenants.

4.3 TENANT REPAIRS AND SERVICES

Provide or supervise repairs that are requested by tenants/licensees and, for repairs that are retail tenant/licensee responsibilities, on behalf of the MTA, invoice the tenants/licensees for such services, monitoring receipt of payments and pursue collection as needed.

- a. Establish and maintain a system for receiving, logging, and tracking tenant/licensee requests for services.
- b. Manage any power or other utility shutdowns, tie-ins, tests, and regularly schedule inspections; communicate with tenants about any scheduled MNR maintenance or building repairs affecting tenants/licensees.
- c. Notify the MTA of any complaints by tenants/licensees, of any equipment failures, leaks, malfunctions, clogged drains or other problem, and similar or other conditions in other areas of the Retail Property requiring repair, replacement or correction by MNR and monitor and coordinate the delivery of service or repair by MNR.
- d. Oversee proper maintenance and operation of (i) mechanical, electrical and plumbing ("MEP") systems, (ii) fire and life safety ("FLS"), and (iii) building management systems ("BMS") equipment that are the responsibility of Retail Property or tenants/licensees and, as necessary or appropriate, coordinate with MNR with respect to such systems and other systems that are the responsibility of MNR.

4.4 LEASING SUPPORT

- a. Provide access as coordinated with leasing representatives for prospective tenant tours.
- b. Provide information about retail unit utilities.
- c. Assist design architects and engineers with site condition verification and surveys.

4.5 OPERATIONS REPORTING

RPM shall hold regularly scheduled meetings with MTA to review and report on Operations and Maintenance scheduling, planning, and general activities.

- a. Provide a weekly notification to all relevant Retail Property stakeholders summarizing a schedule of the following week's planned activities.
- b. Provide monthly Operations and Maintenance reports containing, at a minimum, the following information:
 - i. Expenditure report comparing monthly expenses by category against annual budgeted amounts and explaining any unscheduled, significant variance amounts or trends.
 - ii. Status on any pending legal proceedings with respect to the Retail Property.
 - iii. Number of service requests logged (opened, completed or closed) by number, title, and description.
 - iv. Coordinate with Safety and Logistics manager for a summary of safety issues that occurred with the Retail Property, including the failure of any inspections or testing and a description of action or resolution.
 - v. Six-week look-ahead schedule for planned maintenance and inspection activities.
- c. Provide an annual Operations and Maintenance report within thirty (30) days after the end of each calendar year containing, at a minimum, the following information:
 - i. A summary of the data provided in each monthly Operations and Maintenance report for the previous calendar year.
 - ii. A calendar for planned services scheduled for the next operational year.
 - iii. Recommendations for operating modifications based on analysis and experience of previous calendar year.

4.6 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for 24/7/365 on-site coverage by qualified operating engineer staff able to respond to emergencies and staffed at Grand Central for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams.

5. SAFETY AND LOGISTICS

Safety of passengers and other persons, property, MTA employees, and of all employees of RPM, tenants, and subcontractors working at Grand Central shall be a primary concern and responsibility of RPM. RPM shall provide for a safe working environment at all times and shall maintain the Retail Property in a safe, clean, and healthy manner. RPM shall provide leadership and oversight for all life safety and coordinated logistics as it relates to the work of the RPM, the retail tenants, and any project undertaken by MTA Real Estate within Grand Central (collectively, the "Safety and Logistics Management Services").

RPM shall provide Safety and Logistics Management Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

5.1 SITE SAFETY

RPM shall comply, and ensure compliance from tenants and subcontractors, with (i) all applicable rules, regulations and laws including, but not limited to OSH Act, 49 CFR 214 USEPA, the Building Code of New York State, the New York State Industrial Code; and (ii) the rules, regulations, guidelines and other recommendations of applicable oversight agencies such as Occupational Safety and Healthy Administration ("OSHA"), the Federal Railroad Administration ("FRA"), New York State Department of Environmental Conservation ("NYSDEC"), and New York City Department of Environmental Protection ("NYCDEP"); provided however, that all government promulgated safety regulations are minimum standards. RPM shall be responsible for all additional safeguards required to ensure a safe working environment and prevent losses. RPM shall communicate closely with MNR Office of System Safety on all safety related matters including, without limitation:

- a. RPM shall develop and annually update a Grand Central Safe Operations and Security Plan to ensure the safe operations of the MTA Real Estate program at Grand Central, for review and approval by the MTA.
- b. Keep records of material data sheets, and oversee OSHA requirements for all work performed by RPM,

subcontractors, and tenants.

- c. Oversee a safe working environment during event productions, maintaining a presence during event load-ins/load-outs and identifying and resolving unsafe working conditions in accordance with submitted Safe Work Plans and OSHA standards.
- d. Review tenant special event plan and permits, providing feedback, comment and direction on safety protocols, crowd control management or other safety concerns; coordinate fire safety inspections prior to event.
- e. Conduct review of construction Health and Safety Plan and Safe Work Plans prior to submission to MTA/MNR.
- f. Conduct routine and spot inspections and conduct safety audits of retail tenant spaces, storage spaces and contractor jobsites; reports to be provided to the MTA/MNR upon request.
- g. Act as tenant liaison, providing education and guidance on code compliance and fire safety regulations; document and initiate notices for tenants who fail to cure unsafe conditions
- h. Conduct, or otherwise coordinate with MNR Fire Brigade, contractor safety briefing prior to start of construction activities; conduct safety stand-downs when necessary
- i. Maintain library of American Society for Testing and Materials (“ASTM”) and safety data sheets related to equipment, solvent and cleaning materials, and other such commonly used construction, operations, and maintenance materials and/or procedures. This information should be kept on site per the contractor’s use of them, and a record of the related custodial, tenant work, or construction projects should also be kept in the event historical data is needed concerning an injury or exposure concern.
- j. Conduct review and approval of onsite materials for special events or non-tenanted spaces in accordance with the special events manual, GCT design and construction guidelines, applicable NYS and NYC regulations, and applicable industry standards.
- k. Identify hierarchy of personnel responsible to respond on behalf of MTA Real Estate to MNR/GCMOC Incident Command Post when/if activated in the event of an emergency situation.

5.2 FIRE/LIFE SAFETY SYSTEM REPORTS

In additional to any other reports required by applicable rules, regulations, laws or guidelines, RPM shall provide the following reports to the identified MNR Fire Brigade point of contact on at least a monthly basis:

- a. Submission of a full inspection or service record to the MNR Fire Brigade is not needed, however, the RPM will still be expected to maintain the original records associated to required inspection, testing, and maintenance in accordance with applicable codes and standards, but the Fire Brigade shall receive reports identifying what locations have received service and what locations are deficient according to the RPM records, audits, and periodic inspections.
- b. Fire alarm control panel testing and service: identifying all tenant fire alarm panels that were serviced, tested, or maintained in any way by external service providers or internal agency players within the previous month. Include in this report any locations that are deficient in any required interval inspection, testing or maintenance.
- c. Suppression system testing, service and maintenance records: identifying all tenant suppression systems (such as kitchen hood systems) that have been serviced, inspected, tested, etc. within the previous month. Include in this report any locations that are deficient in any required interval inspection, testing or maintenance.
- d. Duct Cleaning, Inspection and Maintenance: identification of all kitchen exhaust system activities including system service, cleaning, and inspections conducted within the previous month. Include in this report any locations that are deficient in any required interval service, cleaning or inspection.
- e. Portable fire extinguisher monthly visual inspection completion and annual service: identify all tenant locations where monthly fire extinguisher visual inspections were deficient and arrange for proper handling or follow-up to completion for the current month. Identify all tenant locations where annual fire extinguisher service was conducted for the previous month. Include in this report any locations that are deficient in annual required fire extinguisher service.
- f. Provide coordination of third-party fire alarm and fire suppression contractors, retaining documentation on completion of periodic inspection, testing, and maintenance in accordance with applicable standards and regulations and make available for periodic review when requested by the MTA.

5.3 THE MTAPD, FIRE BRIGADE, SECURITY, STATION OPERATIONS - LIAISON

RPM shall assign a designated MNR/MTA liaison for all safety, security, and logistics related issues, routinely coordinating with Property Stakeholders to ensure compliance with all MTA, MNR, and LIRR rules, regulations, and directives.

- a. Interface with MTAPD, MNR Fire Brigade, MNR Office of System Safety, and other appropriate agencies and stakeholders.
- b. Provide emergency security assistance as appropriate, communicating building safety plans with retail tenants/licensees and RPM personnel; provide copies of any incident reports to the Station Operations for distribution to stakeholders.
- c. Distribute applicable security regulations, policies and directives, and any special requirements for addressing concerns regarding general building property and/or retail-specific operations, construction, and security protocols.
- d. Coordinate and document issuance of retail or event identification badges and back-of-house access to all personnel who require access.

5.4 DELIVERY AND CONSTRUCTION LOGISTICS

Manage operational logistics in support of tenant work and routine deliveries liaising with other MNR departments as necessary to effect smooth coordination of retail deliveries and construction teams conducting work in shared spaces and base building areas at the Retail Property.

RPM shall develop and maintain a Retail Delivery Logistics plan to ensure the safe operations of retail and construction deliveries for the MTA Real Estate program at Grand Central, for review and approval by the MTA. Retail Delivery Logistics plan should address:

- a. Control of material and equipment packaging, transportation, and delivery to the Retail Property
- b. Coordinate retail tenant/ licensee deliveries, including use of the loading dock facility, and ensuring compliance with MNR operating rules and regulations including, without limitation, enforcement of delivery times and routes.
- c. Coordinate all specialized deliveries of materials or equipment.
- d. Provide coordination services to support site logistics for retail tenant fit-out process.
- e. Enforce contract obligations of tenant, applying all allowable remedies for habitual violators of safe delivery practices.

5.5 SECURITY SERVICES

As appropriate, coordinate with the MTAPD and MNR Security Operations to provide for private security as a supplement for Retail Property activities, tenants, construction projects, special events, or other occasions as directed by the MTA.

- a. Management of security guards for Grand Central Market, Retail Delivery Logistics, and other as-needed assignments.
- b. Maintain list of preferred security vendors, provide continual updates as companies are added/removed from vendor list;
- c. Develop and execute a badging system for identification of GCT vendor employees.
- d. Develop and execute a badging system for identification of GCT tenants requiring back-of-house access.
- e. Ensure special event and tenant events offer adequate security coverage, as determined by the size and type of event
- f. Coordinate with MTA security departments and services as needed or requested by the MTA

5.6 SAFETY TRAINING SERVICES

- a. Coordinate with MNR Fire Brigade for semi-annual fire and evacuation briefings for all retail tenants to include what to do in case of emergency fire, evacuation plans, and building shut-down procedures.
- b. Develop, and keep current, monthly site safety briefings manual/checklist to be conducted by retail managers with their employees. Maintain records and spot checks to ensure compliance.
- c. Computer Based Training Hosting & Reporting:

- i. Currently, the GCT Fire Brigade conducts semi-annual evacuation drills with all non-transient building occupants. In an effort to streamline this process and establish a more consistent training delivery, MTA is working to generate a computer-based training program. This will increase the number of participants captured by this training, and ensure the information being provide for evacuation and emergency preparedness is being consistently transmitted to building occupants. MNR training department have indicated that the MTA program can be transferred to a third party host for distribution to building tenants and contractor staff. The RPM should maintain a platform suitable for hosting computer-based training programs or dissemination/hosting of other vital information for distribution to tenants, contractors, and/or their employees/personnel. The RPM agrees that it shall provide the platform to the MTA as part of the Work, and (i) the MTA shall not be required to execute any agreement related to the platform; and (ii) any terms and conditions of the platform shall not impose any legal obligation on the MTA.
- ii. This service can also be used by other MTA/MNR departments or groups to push out consistent information pertaining to rules, regulations, and guidelines associated to operating with Grand Central Terminal and/or Grand Central Madison. Other ideas for training that other department or groups may find useful include, but are not limited to, training on delivery routes and rules, training on security (active threat preparedness), introduction to GCT/GCM general rules and an employee or manager or owner/operator. Additionally, if an issue arises that requires a targeted response, this platform can be used to disseminate incident specific notices, bulletins, or “red-alerts” to all required retail/tenant and/or contractor personnel.
- iii. Included within this requirement, the RPM shall produce a monthly completion report for delivery to the MNR Fire Brigade point of contact for proper filing by the MNR Fire Brigade.
- iv. The site safety manager shall be responsible for conducting random audits of employees to ensure course completion and training compliance.

5.7 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum of one (1) FTE, site safety manager level or above, to be dedicated to the project, available 24/7 to respond to emergencies, and be staffed at Retail Property for daily interaction with on-site RPM staff, retail tenants, event clients, property stakeholders and MTA teams (the “Site Safety Manager”). Safety Manager shall have the following minimum qualifications:

- a. Valid OSHA 30 certification
- b. Experience in construction safety
- c. Experience in industrial hygiene and occupational safety

The Site Safety Manager shall be considered Key Personnel, as that term is defined in the Agreement.

6. RETAIL DESIGN AND CONSTRUCTION

RPM shall coordinate the review of tenant design and construction to ensure architectural and engineering plans and construction meet MTA established guidelines and standards, and that work by tenant or RPM contractor is completed on a timely basis and in accordance with lease/license requirements (collectively, “Retail Design and Construction Services”). RPM shall provide Retail Design and Construction Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

6.1 DESIGN REVIEW PROCESS

- a. Review tenant design drawings for adherence to MTA standards and GCT architectural guidelines; provide code compliance analysis and design review, working to resolve any anticipated design or constructability issues prior to submission to MTA for design review.. The Retail Property is governed by the NYS Uniform Building and Fire Life Safety codes.
- b. Coordinate and compile comments from code compliance, fire brigade, architecture and engineering, safety, station operations, and Americans with Disabilities Act (“ADA”) and historic preservation leads.
- c. Facilitate communication and issue resolution between tenants and MTA design review and code compliance authorities.
- d. Prepare and transmit notices (i.e. approvals or disapprovals of plans, building permits, contractor documents, completion of work, punch lists, receipt of as-built drawings, etc.) as required throughout design and construction phase.
- e. Implement streamlined design review process, utilizing industry-standard software or other

construction management best-practices, tracking review timelines and resolution of MTA or engineering comments.

- f. Implement and enforce standardized architectural graphic standards and submission procedures, outlining clear expectations for 30/60/90 submission process, as it is applicable.
- g. Manage and enforce delay fees as outlined in tenant lease/license agreement.

6.2 TENANT FIT-OUTS, ALTERATIONS, AND REPAIRS

Lead construction interface and coordination with the MTA and MNR and GCMOC for retail project work taking place throughout the Retail Property, providing regular interface with MNR and GCMOC regarding construction oversight and advise the MTA on general project status relating to agreements and tenant related work, monitoring on-going needs on a real-time basis and providing recommendations for any areas of conflict or disagreement.

- a. Implement and monitor pre-tenant landlord work needed to ready retail spaces for turnover for tenant occupancy.
- b. Coordinate tenant permitting and inspection with MNR and GCMOC Code Compliance.
- c. Facilitate integration of tenant related changes with base building construction and systems.
- d. Supervise tenant construction so that all work is performed as specified in the lease or license and in accordance with plans approved by the MTA.
- e. Notify Lease Administration Manager of achievement of milestone dates as outlined in lease or license agreements.
- f. Coordinate receipt of close-out documentation from contractor; prepare punch lists, close-out tenant construction projects, and maintain record of as-built drawings.
- g. Assist tenants and contractors with field logistics, coordination of systems impairments and shut-offs, tie-ins, cutovers, waste management, site access, material handling and vertical transportation scheduling.
- h. Conduct pre-inspection and/or pre-test walk-throughs with tenant construction or design teams prior to scheduling inspections; coordinate inspections with appropriate operational departments.

6.3 ARCHITECTURAL DESIGN AND CONSTRUCTION GUIDELINES

- a. Create, publish, and maintain an updated library of operational lease plans for each retail space in a format acceptable to the MTA and MNR.
- b. Maintain an updated database of as-built drawings of all retail/tenant related construction and any construction projects initiated by MTA Real Estate or MNR.
- c. Document tenant code and permit procedures, providing tenants with guidance for a smooth design review and construction process; assemble reference materials database/library for quick access to approved equipment specs or information in response to questions frequently at issue in a GCT build.
- d. Lead process to review and evaluate existing Architectural Design Guidelines, coordinating input with Property Stakeholders, making recommendations for updates and revisions, with the end deliverable being a revised and updated issuance of the Architectural Design Guidelines, reviewed and approved by the MTA.

6.4 LEASING SUPPORT

- a. Keep updated leasing plans and lease-outline-drawings to be readily available for MTA information and use; complete site condition verification reports as requested.
- b. Review standard lease language or relevant exhibits, as requested, and provide recommendations, to include review of anticipated or stated MNR operational concerns.
- c. Respond to design-related questions from prospective tenants or leasing agents.

6.5 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum of one (1) FTE at design and construction manager level or above, to be dedicated to the project and staffed at Grand Central for daily interaction with on-site RPM staff, retail tenants, property stakeholders, and MTA teams (the “Design and Construction Manager”). The Design and Construction Manager shall be considered Key Personnel, as that term is defined in the Agreement.

RPM shall have available a code compliance subject-matter expert and/or licensed professional engineers as a resource to provide professional review and comment of design submissions and to provide answers and

professional recommendations on design questions.

7. ARCHITECTURAL AND ENGINEERING DESIGN AND TECHNICAL ADVISORY

RPM shall provide professional design and technical advisory services as they pertain to the development of MTA Real Estate initiatives and in public-interfacing areas of Grand Central, developing workable solutions that support innovative design solutions that contribute to Grand Central's stature and sense of place while also being sensitive to GCT's unique architectural standing and transportation mission (collectively, "Architectural and Engineering Design and Technical Advisory Services").

RPM shall provide Architectural and Engineering Design and Technical Advisory Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

7.1 AS-NEEDED DESIGN SERVICES

RPM shall provide for as-needed design services that explores current retail and public facility design trends and employ creative implementation of space planning, demising layouts, storefront display design, etc., in order to optimize customer interaction and preserve commercial value. The RPM shall prioritize the following considerations in the execution of their work:

- Integrate with and be additive to the overall design aesthetic of a nationally recognized historic property, meeting all applicable rules, regulations, guidelines and laws thereto, including but not limited to those promulgated and/or enforced by the New York State Historic Preservation Office ("SHPO") requirements and US Secretary of Interior Standards for Historic Properties.
- Explore current trends in retail design that will attract highest-and-best-use tenants.
- Facilitate quick point-of-sale transactions.
- Consider ease of operation and maintenance, requiring minimal budget for routine maintenance.
- Maintain pedestrian flow and patterns.
- Support the MTA's commercial objectives in serving both transit customers and Grand Central visitors.

Potential tasks may include:

- a. Development of construction documents used for re-demising of retail spaces, creation of new white box retail spaces, utility re-distribution or stub-ins, or other tasks similar in nature. Provide construction administration services, through bid, construction, and project close-out.
- b. Preparation of lease-outline-drawings for use by GCT retail broker and inclusion in lease or license agreements.
- c. Prepare schematic and design development documents, investigating impact of design changes affecting retail assets.
- d. Evaluation of Structural/Mechanical/Electrical/Plumbing and Fire Life Safety components (both base building and retail), providing design solutions that solve for conflicts between retail and base building functions.
- e. Feasibility studies and preliminary budgets.
- f. Preparation of SHPO-ready documentation.
- g. Preparation of floor plans for special events or specialty leasing.
- h. Conceptual layouts to assess feasibility of initiatives, as introduced by the MTA, providing sketches and/or alternate schemes and recommendations that balance the best interest of the retail program and GCT operations.
- i. Review tenant design submissions (including special events and specialty leasing pop-ups, retail merchandising units (RMUs), kiosks), providing recommendations for design solutions to common stakeholder concerns.
- j. Evaluate possible conversion of certain MTA operational spaces into retail opportunities.
- k. Evaluate proposed pop-up retail locations for design compatibility and feasibility (assessment of utility access, etc.), providing recommendations for additional locations.
- l. Conduct routine structural and architectural finish design evaluation within and between GCT and GCM, including the concourse levels, mezzanine level and platform levels and the escalator wellways and stairwells connecting the different levels.

- m. Review of Accessibility, ADA Compliance and/or accessible routes for tenant design proposals and/or MTA-initiated project designs.

7.2 AS-NEEDED TECHNICAL ADVISORY SERVICES

RPM shall have the ability to call upon industry experts to evaluate and provide recommended solutions to a wide range of design-related questions, and to identify and resolve design or construction conflicts that arise. Potential topics may include:

- Restaurant and Kitchen design
- Mechanical (with an emphasis on kitchen exhaust)
- Pedestrian studies and traffic flow
- Code compliance
- Fire and Life Safety
- NYS Building Code
- Historic Preservation
- Construction Management – constructability and project controls
- Lighting design
- Sound design
- Communications
- Special event design
- ADA regulations and design
- Wayfinding, signage, and environmental graphics
- Energy management

Deliverables may include preparation of engineering reports, design sketches, feasibility studies and design evaluations.

7.3 EXTERNAL DEVELOPMENT IMPACTS

Evaluate the impact of any adjacent property development's impact on GCT or GCM including, without limitations, proposed alterations to GCT/GCM or passageways or entries thereto, providing feedback, recommendations, or design solutions in the best interest of GCT retail program. Participate in design meetings as requested by the MTA.

8. PROJECT AND CONSTRUCTION MANAGEMENT

MTA Real Estate and MNR routinely initiates improvement projects at Grand Central, continually enhancing building function, increasing operational efficiencies, preserving public-facing aesthetics, and developing commercial opportunities. Projects vary in size and scope and may include reconfiguration of functional spaces to meet updated program needs, repair or replacement of retail and public-facing building elements, improvement to building infrastructure as it relates to retail and public-facing amenities, design and manage construction of areas that support all aspects of the public facing areas including utility upgrades, continued assessment and development of retail spaces throughout the site, and the provision of other various site-wide services. Work involves managing modifications to, or the continued development of, site structures and assets to accommodate operations, tenant improvements, and MNR project needs. Accomplishment of this work requires involvement of design and construction professionals to forward the various design and construction aspects of the building assets.

The RPM shall manage services to support the MTA in the continual improvement of Grand Central as one of the world's premier mixed-use commercial projects, including coordinating all of RPM's (the "Project and Construction Management Services") efforts with stakeholders, as directed by the MTA. For any individual project, the MTA will designate RPM's role in contracting for and/or overseeing architectural, engineering, and construction services.

RPM, in coordination with the MTA and MNR, shall provide Project and Construction Management Services in connection with construction and development projects at the Retail Property in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

8.1 PROGRAM MANAGEMENT

RPM shall provide program development, technical and program advisory services for existing and on-going MNR and MTA Real Estate design and construction initiatives. RPM shall lead program development and review and advise on documentation coordination feasibility, and evaluation of impacts to the ongoing operational activities of Grand Central.

- a. Lead project team in developing program objectives, design methodologies, and schedule and budget projections for assigned projects.
- b. Review any proposed conceptual layouts, as developed or provided, to assess feasibility and provide recommendations for improvement.
- c. Provide evaluation and guidance on proposed changes, improvements, and amenity installations, reviewing for feasibility and constructability in context of MNR operational priorities and the MTA commercial objectives.
- d. Identify and resolve design and construction conflicts among stakeholder priorities.
- e. Coordinate project consultants necessary for full coordination of design and resolution of any constructability or programmatic issues.
- f. Organize and prepare reports on budgets, tracking of assigned costs and project allocation costs, maintaining uniformly established budget tracking and assessing project progression against established budgets, providing regular reports.
- g. Provide budget analysis, risk mitigation, and project cost control management strategies, working in collaboration with the MTA and project team to identify project exposures and determine project value.
- h. Draft project reports to include cost-benefit analysis, development of project budget, draft narrative for project justification, and provide or prepare other such information, documents, and presentation material to assist the MTA teams in the process of securing project funding.
- i. Ensure applicable MTA and/or MNR requirements, policies and procedures are followed by any retained professionals in furtherance of the Project and Construction Management Services.

8.2 PROJECT MANAGEMENT

Provide project management for MTA Real Estate programs located throughout Grand Central site, maintaining a consistent and constant interface with the MTA, site contractors, other design professionals, MNR/GCMOC, and other stakeholder teams, as necessary, to effect project completion.

- a. Manage and drive the project schedule and the project team to ensure that all contractors, consultants, and all other project team members are performing on schedule and with proper coordination.
- b. Establish and enforce reporting guidelines, project protocols, and project standards for the architects, engineers, the MTA and RPM employees and other MTA project team members.
- c. Coordinate project design and construction teams to implement any requested changes, tracking associated impacts to construction budget and schedule.
- d. Review architectural and engineering plans and specifications for adherence to MTA requirements.
- e. Chair project review meetings and provide analysis on project progress and cost control with regard to on-going project developments; proactively conduct meetings with MTA and relevant Retail Property stakeholders to discuss all aspects of project to ensure it does not affect each groups operation.
- f. Prepare bid documents, providing advice on the form and substance of bid packages; manage procurement process, leveling and evaluating contractor bids, providing reports, analysis, and recommendations to the MTA for vendor selection that provides the best overall value.
- g. Develop final design development plans and construction documents in coordination with necessary sub-consultants to produce a full and integrated construction/permit set of documents.
- h. Coordinate review and reconciliation of contractor claims, coordinate final documentation review and organizing information on cost variation for final project close out, delivering all project-related documents to the MTA.
- i. Manage procurement processes for securing design and construction contracts, taking ownership of document development and project contract administration from bid preparation through to project close-out.

8.3 CONSTRUCTION MANAGEMENT

RPM shall act as owner's representative on behalf of the MTA and provide construction management, construction administration, and technical and advisory services in overseeing MTA Real Estate construction projects as they arise at the Retail Property ("Project"), from inception to completion.

- a. Provide construction oversight and advise the MTA on general project status, monitoring on-going needs on a real-time basis and providing recommendations for any areas of conflict or disagreement.

- b. Chair regular construction Project meetings for review of project progress, open design issues, pricing issues, and project coordination.
- c. Monitor and review with the MTA, architects and engineers and, as appropriate other Project team members, the performance of the work at the Project site for compliance with the plans and specifications for the Project and all applicable laws, statutes, orders, regulations and rules, and chair regular on-site construction meetings, as applicable, with the Project Team and contractors. Oversee the construction budget and schedules and monitor the design development and construction processes for budget and schedule impact – forecasting and identifying cost overruns or schedule slippage; maintain construction progress documentation.
- d. Coordinate the making of appropriate filings and obtaining of permits and/or other approvals required for compliance with applicable laws, including rules, regulations and codes (recognizing that the MTA is generally exempt from local building code and complies with the New York State Building Code, and that the code compliance function with respect to projects will typically be provided by designated MTA agency employees).
- e. Coordinate the pre-purchasing of long lead items, as recommended.
- f. Review and provide advice and recommendations with respect to construction documentation.
- g. Provide regular reports on project cost and schedule status to MTA.
- h. Coordinate payment requisition review and payment processes, ensuring timely and thorough review by appropriate team members, tracking payments against budgets and project projections, providing periodic updates on project budgets and cost expenditures, maintaining contract cost accounting/financial management, providing periodic updates on budgets, cost expenditures and cost spending projections; make payments or coordinate the payment process and receive partial and final general releases and lien waivers.
- i. Conduct review and reconciliation of contractor claims and close-out, advising on cost variations and budget impacts.
- j. Maintain records of contracts, change orders and payments.
- k. Coordinate deliveries, construction staging, and on-site storage of construction materials.
- l. Oversee the preparation of Project punch lists, and monitor completion of the punch list work.
- m. Enforce safe worksite conditions and require detailed safety orientation plans from Contractors; review of Construction Health and Safety Plan (“HASP”); conduct safety audits based on (1) pre-defined audit requirement by an oversight entity and/or (2) audit parameters developed by the RPM, and approved by the MTA, based on general construction safety practices and applicable safety protocols.
- n. Obtain, review, and approve warranties and verify they conform to contract requirements and are otherwise proper and complete.
- o. Schedule and coordinate with the persons and/or entities responsible for certifying code compliance and confirm that all code compliance requirements are completed.
- p. Attend all project-related inspections and required testing, and assist in obtaining all required sign-offs, permits, and approvals, including temporary and permanent certificates of occupancy or completion, as applicable.
- q. Manage change order review and evaluation processes, providing advice and recommendations in evaluating and documenting impact of proposed changes and assessing work-in-place against plans and specs, to allow for quick evaluation of potential project changes and cost impacts.

9. MARKETING AND COMMUNICATIONS

The RPM will create a distinguished and robust GCT marketing program that actively shapes the discussion that surrounds GCT, speaking as a singular voice for all that GCT represents and delivering on a transformative promise whereby visitors feel connected to the importance of the property and retail tenants believe in their contribution to GCT’s continuing success. The RPM shall provide marketing and communications services in support of the following (collectively, the “Marketing and Communications Services”):

- Preserve significance of GCT as an anchor of the Greater East Midtown business district, working to ensure GCT is well-represented as a recognizable brand with the aim of increasing non-passenger visits to the property.

- Implementation of the Grand Central leasing plan in concert with the MTA's leasing consultant.
- Support retail tenants, both collectively and individually, to optimize their GCT business presence, effectually promoting GCT as a multi-faceted destination with wide-ranging and convenient retail options.
- Promote GCT as a premier NYC destination, fostering public, stakeholder, and business engagement to increase foot-traffic and elevate relevance in a highly competitive NYC retail, restaurant, and tourism market.
- Explore new marketing strategies aimed at securing business relationships/partnerships that can successfully promote GCT, heighten customer awareness, and increase business value in GCT assets.
- Investigate new trends in media to strengthen GCT's digital presence and exposure, in both traditional and new platforms, to attract a wider and more diverse audience.
- Leverage MTA agency-wide marketing and communications campaigns and resources to showcase GCT as a world-class facility.

RPM shall provide Marketing and Communications Services in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

9.1 MARKETING AND BRAND MANAGEMENT

RPM shall take the lead role in furthering marketing objectives, completing marketing tasks, providing recommendations and guidance on the overall activities of the retail program and maintaining a consistent and constant interface with MTA, property stakeholders, retail tenants, design professionals, marketing contractors and production teams, and others in order to realize a comprehensive marketing program.

Provide and implement, on an annual basis, an MTA-approved marketing plan to promote the retail operations at Grand Central, which will include:

- a. Develop and prepare a marketing and branding strategy plan and budget for GCT to include retail, dining, tours, and events marketing.
- b. Develop strong relationships with tenant staff both within Grand Central and with their central marketing and communications teams.
- c. Prepare for and lead all marketing meetings with MTA leadership, tenants, and relevant Retail Property Stakeholders.
- d. Design and implement a tenant advertising strategy including the purchase and placement of all advertising media, including digital, print, and out-of-home.
- e. Plan campaign strategies and report on campaign metrics.
- f. Design creative for marketing sponsorship, special events, and specialty leasing marketing materials.
- g. design and implement internally produced retail events and cultural activities that support tenant retail marketing objectives and provides additional experiences to incentivize visitors to Grand Central.
- h. Create and implement the marketing plan for the annual Grand Central Holiday Fair and other Vanderbilt Hall events and brand activations, including managing budget, production, and installation of printed collateral.
- i. Manage special marketing projects for the MTA related to the Retail Property, as requested by MTA.
- j. Administer marketing fund on an on-going basis, submitting annual marketing budget for review and approval.
- k. Support leasing efforts and participate in Grand Central management, leasing and events/tenant coordination meetings.
- l. Provide reports to MTA leadership and property stakeholders on activities and accomplishments
- m. Provide evaluations and recommendations of proposed leasing and revenue activities, providing evaluation of brand compatibility with Grand Central and raise concerns for any vendor that may compromise the integrity of the Grand Central brand.
- n. Actively participate in development of the annual GCT Holiday Fair to include tenant outreach and selection criteria process.

9.2 PUBLIC RELATIONS

Subject to input and approval from the MTA, implement press and public relations plan, and, in concert with the MTA, engage in public and community relations, increasing GCT's opportunities for cross-promotional partnerships with local organizations, cultural attractions, hotels, surrounding office district, and the neighboring residential community.

- a. Achieve press coverage in local and national media driving free publicity, earned media coverage, features, and editorials about shopping, dining, events, and Grand Central generally.
- b. Design and implement an annual strategic public relations plan, maintaining a pulse on annual editorial calendars for NYC local media outlets as related to GCT public relations objectives.
- c. Provide secondary public relations support for special events at the Retail Property, specialty leasing and retail tenants
- d. Create and maintain a succinct evergreen GCT media kit
- e. Seek out and develop strategic partnerships with arts & culture, lifestyle, and travel brands, and other similar opportunities to advance GCT brand objectives.
- f. Work in conjunction with the MTA Press Office, MTA Real Estate, and MTA marketing, communications and advertising teams.
- g. Assist with crisis management communications related to the Retail Property, if necessary.

9.3 CREATIVE CONTENT DEVELOPMENT

Lead ideation process of Grand Central branding, implementing all creative for promoting the Grand Central to ensure a holistic and cohesive brand expression at every customer touchpoint; provide recommendations and suggestions for improved use and execution of brand marks to ensure GCT is well-presented as a recognizable brand with the aim of increasing non-passenger visitors to the property.

- a. Design all GCT marketing collateral to include posters, event collateral, window wraps, construction barricades, wayfinding guides, and other print and digital material assets as requested by the MTA.
- b. Design and keep current, tenant directories, maps, and wayfinding assets.
- c. Develop creative for seasonal advertising campaigns.
- d. Develop ideas and themes for year-round retail marketing events, campaigns, and initiatives.

9.4 SOCIAL MEDIA, WEBSITE DESIGN AND MANAGEMENT

- a. Host, operate and manage the Grand Central Terminal website: <https://www.grandcentralterminal.com/> to ensure the website contents are up-to-date and comply with Good Industry Practices and applicable law.
- b. Design and operate social media platforms and all digital assets including content creation and strategy for social media, marketing emails, website, and paid digital media; work closely with and assist in securing approvals from the MTA Press Office.

9.5 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum equivalent of one (1) FTE, marketing manager level or above, to be dedicated to the project and staffed at GCT for daily interaction with on-site RPM staff, retail tenants, event clients, property stakeholders and MTA teams (the "Marketing Manager"). The Marketing Manager shall be considered Key Personnel, as that term is defined in the Agreement.

10. **PUBLIC PROGRAMMING AND SPECIAL EVENTS**

A strong public programming strategy engages and enlivens Grand Central's public spaces, making connections with Grand Central visitors with a wider offering of brands, partnerships, information, and educational experiences.

The RPM is tasked with developing and executing an overall public programming plan that leverages Grand Central's inherent standing as a world-recognized landmark to attract partners that will amplify the GCT brand and maximize revenue. A solid public programming and events plan considers both the transportation mission and the historic nature of the building's functions aiming to balance public participation and financial benefit.

RPM shall solicit and secure special event and sponsorship revenue for Grand Central by actively managing the commercial aspects, client relationships, marketing, coordination, implementation, contractors, and design review process of the public programming and events programs (the "Public Programming and Events Services"). RPM shall be responsible for the sale and production oversight of all revenue-generating, public,

and private events, as well as select MTA related events, in Vanderbilt Hall, Grand Central Madison, and any other Retail Property location. Oversight must include an appropriate level of staffing necessary to monitor all aspects of event planning, including the load-in/load-out and day-to-day operation of any event.

RPM shall provide Public Programming and Events Services for Grand Central in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

10.1 EVENT MANAGEMENT IN VANDERBILT HALL AND OTHER PROPERTY LOCATIONS

RPM shall create and execute annual event calendar, aiming to maximize opportunities throughout GCT, developing and executing the overall marketing, events, tourism, social media, and community engagement strategies and working closely with the Marketing team to achieve cohesive messaging.

- a. Engage and collaborate with local promoters, event coordinators, vendors, and others to promote and secure large scale on-site activities and events.
- b. Leverage MTA agency-wide marketing and communications resources to showcase GCT as a world-class facility.
- c. Pursue event-marketing and other short-term opportunities to augment commercial programming efforts.
- d. Manage and supervise the on-site execution of all activities and events, liaising with MNR and other stakeholder departments to effectuate smooth plan review approval process (to include pre-review of client event design), and coordinate production scheduling, and lead stakeholder production meetings.
- e. Provide, oversight of client logistics (load-in, deliveries, load-out), and active on-site supervision during activations.
- f. Manage promotional messaging through on-site collateral and digital and social media platforms.
- g. Manage public programming and events master calendar, providing regular reporting on confirmed and pipeline events.
- h. Actively solicit sponsorships for internal marketing events or any holiday seasonal show; investigate and make recommendations to MTA on best way to capitalize on sponsorship opportunities and revenue.
- i. Maintain relationships with local promotional agencies to attract and execute interactive branding events and product launches.
- j. Manage production of Grand Central Marketing events, in coordination with MTA Marketing.
- k. Develop standard template floor plans of varying event types and standardize event production checklists to expediate review and approval processes.
- l. Update Event Production Manual (see, Exhibit 7 to this Scope of Services); provide periodic review and revisions.

10.2 GRAND CENTRAL HOLIDAY FAIR

For twenty-six years, the annual Holiday Fair has been a favorite for locals, commuters and visiting holiday shoppers, with exciting and unique ranges of handmade products and a wide range of product price points, while helping many small, locally owned businesses raise their profile and reach new customers. RPM shall manage the annual Holiday Fair from the vendor selection process, to booth installation, marketing and day-to-day management. The goal is to create a truly unique, curated experience for the customer with a focus on quality craftsmanship. RPM shall:

- a. Source and secure vendors, executing license agreements and collecting all vendor compensation.
- b. Collect all required vendor safety certificates, including fireproofing and insurance certificates for the individual vendors.
- c. Monitor each vendors' compliance with their use clause and staffing requirements, maintaining a clean presentation of the vendor booths at all times.
- d. Market the Holiday Fair through the MTA-approved channels and messaging; coordinate with the MTA for review and approval of all marketing material.
- e. Manage delivery logistics, ensuring vendors comply with the rules and regulations regarding deliveries at GCT.
- f. Provide reporting of vendor sales figures to the MTA.
- g. Manage contract services for booth off-site storage, installation and breakdown, to include track lighting and individual vendor signage for each booth.

- h. Engage and manage security personnel and porter services for the duration of the Holiday Fair.
- i. Update Holiday Fair Event Production Manual (see, Exhibit 7 to this Scope of Services); provide periodic review and revisions.

10.3 TENANT EVENTS

From time to time, retail tenants/licensees may hold special events located in their leased/licensed spaces. All such events must submit a Tenant Special Event Request Form (see, Exhibit 7 to this Scope of Services) to MNR for review and approval. RPM shall manage the process and procedures for the safe and orderly execution of tenant events.

- a. Manage and supervise the on-site execution of all activations, starting with retailer submission process, and provide guidance to tenant for successful navigation of the permitting process.
- b. Coordinate design review, special inspections, and delivery logistics.
- c. Coordinate security and crowd control planning for retail product launches or other in-store events.
- d. Maintain current tenant records to ensure proper occupancy and safety requirements are being met.
- e. Update Tenant Guide to Special Event Planning (see, Exhibit 7 to this Scope of Services); provide periodic review and revisions.

10.4 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum of one (1) FTE, event production manager level or above, to be dedicated to the project and staffed at GCT for daily interaction with on-site RPM staff, retail tenants, event clients, property stakeholders and MTA teams (the “Event Production Manager”). The Event Production Manager shall be considered Key Personnel, as that term is defined in the Agreement.

11. **SPECIALTY LEASING, SPONSORSHIPS AND PARTNER INITIATIVES**

The GCT specialty licensing, sponsorship and partner initiatives program looks to maximize opportunities within Grand Central for non-traditional approaches to revenue generation, engaging new retailers and partners to enact exciting new opportunities as the MTA continues to explore new markets and refine the GCT brand voice.

RPM shall provide specialty leasing, sponsorship, and partner initiatives services for Grand Central in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and in concert with the MTA’s leasing consultant, including the following (collectively, “Specialty Leasing, Sponsorship and Partner Initiatives Services”):

11.1 ALTERNATE INCOME AND PARTNERSHIP STRATEGIES

- a. Solicit, secure, negotiate and manage agreements for all alternative revenue initiatives at GCT.
- b. Execute new kiosk strategy for Graybar Passage, Biltmore Room and other identified areas suitable for kiosk/RMU placement; review potential tenants, negotiate leases/licenses, manage kiosk design and installation.
- c. Manage all elements associated with the kiosk program including tenant operations, maintenance, and upkeep of the kiosk structures.
- d. Source and secure vendors, negotiate and execute License Agreements, and manage administrative aspects of the Grand Central Holiday Market, local seasonal markets, and other vendor events.
- e. Develop and execute an overall marketing plan to cultivate strong specialty leasing program.
- f. Obtain retail and experiential prospects for short-term occupancy of vacant spaces; develop unique creative content for window dressing/merchandising of vacant retail storefronts.
- g. Analyze demographic data to determine key audiences to target for leasing, pop-ups, and alternative revenue strategies.
- h. Support Marketing, Public Programming, and Special Events, as set forth in Sections 9 and 10 of this Scope of Services, by securing sponsors or event partners for GCT initiated events.

11.2 MINIMUM STAFFING REQUIREMENTS

RPM shall make provisions for a minimum one (1) FTE, specialty leasing manager level or above, to be dedicated to the project and staffed at GCT for daily interaction with on-site RPM staff, retail tenants, event clients, property stakeholders and MTA teams (the “Specialty Leasing Manager”). The Specialty Leasing Manager shall be considered Key Personnel, as that term is defined in the Agreement.

12. GRAND CENTRAL MADISON

Grand Central Madison, previously known as East Side Access during its construction, commenced full service for Long Island Rail Road customers on February 27, 2023, providing direct access to Midtown East from Long Island and Queens.

It is anticipated that the approximately 25,000SF of retail, or roughly 30 in-line spaces plus RMU/kiosk locations, will be operated by a Retail Master Lessee (“RML”) which will be selected through a separate MTA Real Estate process. However, until a RML is selected, the MTA is actively self-managing a retail licensing program like that in Grand Central Terminal. During that time, it is expected that the RPM will provide such similar services in GCM.

On a go-forward basis, the RPM will be tasked with overseeing the activities of the RML to ensure contract obligations are being met. At a minimum, the RPM shall provide lease administration and general oversight in accordance with Good Industry Practices, as set forth elsewhere in this Scope of Services, and to include following:

12.1 CONTRACT COMPLIANCE AND ADMINISTRATION

RPM shall develop a professional working relationship with the RML, acting on behalf of the MTA in managing and enforcing all aspects of the RML lease terms and obligations and providing technical advice and recommendations when action by the MTA is required.

- a. Upload all information and documentation pertaining to RML into MTA Yardi database.
- b. Manage GCM account receivables and accounts payable; interface with RML for collection of lease payments, MTA force account invoices, utility payments, or other third-party expenditures due from RML.
- c. Review RML submitted financial documentation and verify compliance with lease terms; provide annual financial analysis of RML performance, submitting a report of findings to MTA.
- d. Collect and maintain updated files of monthly/annual reporting documents (e.g. inspection reports, sales reports, regulatory compliance reports).
- e. Prepare, send, and follow up on notices requiring action by RML; coordinate and consult with MTA Legal for any matters requiring MTA legal action or consent.
- f. Maintain updated certificate of insurance on file.
- g. Perform periodic spot inspections and safety audits to ensure adherence to all safety and regulatory protocols.
- h. Review RML Tenant Manual, as it is developed by the RML, for informational accuracy.
- i. Develop annual GCM retail management operating budget for review and approval by MTA Real Estate.
- j. Act as intermediary, following up as necessary, between the RML and the LIRR Office of Fire Marshal (OFM), for delivery of Fire Brigade notifications identifying violations or items requiring attention in GCM tenant spaces.
- k. Act as liaison to MNR Fire Brigade, when appropriate or as needed, for fire and EMS first response coverage.

12.2 TENANT COORDINATION - DESIGN REVIEW AND CODE COMPLIANCE

- a. Act as main point of contact for organized review of RML’s development of architectural design guidelines and construction guidelines manual; coordinate review, comment, and approvals by all relevant Retail Property stakeholders.
- b. Act as liaison between RML and the MTA for retail and RML design review approvals, permitting, and inspection processes from design review through final sign-offs and Certificate of Occupancy.
- c. Provide review of all design documents for adherence to Grand Central Madison design standards, code compliance, and MTA regulations and requirements, providing feedback to RML for revisions prior to submission to LIRR/GCMOC stakeholder design approval teams and permit application.
- d. Provide technical and expert advisory services to the MTA as needed.
- e. Liaison between RML and LIRR OFM, within the LIRR Safety Department. LIRR OFM will be handling inspection and enforcement of the fire code within the GCM areas of the Grand Central campus.

- f. Maintain updated library of as-built drawings, technical specifications, equipment cut sheets, base building reference drawings, and other pertinent materials in a format acceptable to the MTA/GCMOC.

12.3 MARKETING COORDINATION

- a. Provide review of RML annual marketing plan, providing critical feedback with an eye towards protecting the overall GCT brand. Coordinate MTA approvals.
- b. Collaborate with RML to benefit from collective opportunities, avoid conflicting promotions or campaigns, and to leverage MTA resources.
- c. Ensure brand messaging is cohesive and aligned across both GCM and GCT, integrating strategies to form a seamless transition between programs from a customer standpoint.
- d. Make milestone announcements as leasing and other key news emerges pertaining to Grand Central Madison.

12.4 EVENT MANAGEMENT OVERSIGHT

- a. Maintain master GCM event calendar, coordinating all dates with relevant Retail Property stakeholders, and the RML as well as with the MTA Manager of Filming & Events.
- b. Manage event permitting process on behalf of the MTA, working with the RML and GCM stakeholders from initial inquiry through the design review process and event production coordination procedures.
- c. Schedule housekeeping, station master, or other set-up/break-down services; oversee billing for any required third-party or MTA force account services.
- d. Manage production of MTA-initiated events from inception to implementation.
- e. Manage and maintain MTA-owned inventory (e.g. stanchions, pipe & drape, tables, chairs, tablecloths) of event equipment.

12.5 PUBLIC CELL/WIFI PROVIDER LICENSE AGREEMENT

The RPM shall support the MTA's oversight of its public cell/Wi-Fi provider's commercial operations within GCM by actively managing operational coordination and overseeing contract administration and compliance. The RPM shall transition the services below from a current MTA vendor.

- a. Manage GCM account receivables and accounts payable; interface with the public cell/Wi-Fi provider for collection of revenue-share payments, MTA force account invoices, utility payments, or other third-party expenditures due from the public cell/Wi-Fi provider.
- b. Ensure the public cell/Wi-Fi provider's compliance with applicable license agreement and promptly alert MTA as to any non-compliance or incidents involving the public cell/Wi-Fi provider's operations and personnel.
- c. Collect and maintain updated files of monthly and annual reporting documents (e.g. inspection reports, sales reports, regulatory compliance reports).
- d. Advise MTA on issuance of service credits as detailed in the applicable license agreement or initiation of other recommended remedies as outlined in the applicable license agreement.
- e. Maintain an active dialogue with the public cell/Wi-Fi provider's on-site "Service Manager" and operations manager and relevant Retail Property stakeholders
- f. Schedule regular meetings with the public cell/Wi-Fi provider and relevant Retail Property stakeholders for coordination of operations activities
- g. Upload all information and documentation pertaining to the public cell/Wi-Fi provider's activities into MTA Yardi database.

Attached hereto and made a part of this Scope of Services are the following Exhibits:

- Exhibit 1 - GCT Floor Plan and List of Current Tenants
- Exhibit 2 - GCM Floor Plan and List of Current Tenants
- Exhibit 3 - Tenant Selection Guidelines
 - MTA RE Dept Disposition Guidelines & GCT Leasing Guidelines
- Exhibit 4 – GCT Design Guidelines
 - 2020_0706_GRAND-CENTRAL-TERMINAL-MEP-handbook-Rev.5
 - GCT_Dining_Concourse_Guidelines_110527-27-May-2011
 - GCT_MARKET_ArchDesign_Guidelines_100720-20-July-2010
 - GCT_RETAIL_ArchDesign_Guidelines_100720-20-July-2010
- Exhibit 5 - Procurement Guidelines
 - 2023 All Agency General Procurement Contract Guidelines
- Exhibit 6 - GCT Retail Annual Reports
 - 2018 GCT Retail Annual Report_07.16.2019
 - 2019 GCT Retail Annual Report_07.18.2020
 - 2020 GCT Retail Annual Report_07.19.2021
 - 2021 GCT Retail Annual Report_07.15.2022
 - 2022 GCT Retail Annual Report_07.17.2023
- Exhibit 7 - Special Events Guidelines and Manuals
 - 2023 Vanderbilt Hall Production Manual
 - GCT-Vanderbilt Hall-floorplan
 - Grand Central Terminal Holiday Fair Event Production Manual
 - Tenant Guide to Special Event Planning at Grand Central Updated 1.26.22
 - VBH Events - Schedule of Fees_ 180425_1000_Board
- Exhibit 8 - Retail Management Office, floor plan
 - 420 Lexington, Floor-930
- Exhibit 9 - MTA GCT Custodial Services Contract
 - GCT custodial agreement - 1-31-2022-combined
- Exhibit 10 - Rules of Conduct
 - GCT_StationRulesOfConduct_2022_11x17
 - LIRR_GCM-Code-of-Conduct_1k-v2
- Exhibit 11 - Public Cell & WiFi License Agreement
 - MTA ESA License Agreement FE 111518 with exhibits Redacted
- Exhibit 12 - Grand Central Madison
 - Grand Central Madison - Project Overview, Retail
 - 907_21-0413_ESA Design Criteria 06.24.2021
- Exhibit 13 – Historic Preservation Standards
 - Restoration Standards & Guidelines and Reconstruction Standards & Guidelines_pt 1
 - Restoration Standards & Guidelines and Reconstruction Standards & Guidelines_pt 2
- Exhibit 14 – Yardi Agreement
 - Metropolitan_Transportation_Authority_Final_Agreement_100030719_082818_30755756_FULLY EXECUTED
- Exhibit 15 – Proposed Key Performance Indicators
 - Retail Property Manager - Key Performance Indicators
- Exhibit 16 – GCT Tenant Handbook_2019
- Exhibit 17 - MTA Document Retention Policy
 - Records-Management-Program-Manual