

DATE: 1/16/2025

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #:0000483816

OPENING/DUE DATE: 03/28/2025

TYPE OF SOLICITATION: IFB

DOCUMENT AVAILABILITY DATE: 1/16/2025

SOLICITATION TITLE: Manage, Operate and Maintain the Ronkonkoma, Mineola, Wyandanch, Westbury Parking Garages.

DESCRIPTION: The MTA Long Island Railroad Company (LIRR) hereby solicits an Invitation for Bids (IFB) to prospective Contractors to Manage, Operate and Maintain four-(4) Multi-Tier Public Parking Facilities; the Ronkonkoma Parking Garage (RPG), Mineola Intermodal Center Parking Garage (MICPG), the Wyandanch Parking Facility and Westbury Parking Garage and Surface Lot.

Funding: **Operating** 100%

Goals: MBE: 15%; WBE: 15%; SDVOB: 6%

Est \$ Range: \$10M - \$50M

Contract Term: Four- (4) Years with a Two-(2) Year Option.

PLEASE SEE ATTACHED PROJECT OVERVIEW FOR ADDITIONAL INFORMATION

(X) PRE-BID CONFERENCE:

DATE: 2/13/2025

TIME: 8:30 AM

Mineola Intermodal Center Parking Garage - 65 3rd Ave,
Mineola, NY 11501, Main Entrance

(X) SITE TOUR

DATE: 2/13/2025

TIME: 9:00 AM

PLACE: Mineola Intermodal Center Parking Garage - 65 3rd Ave, Mineola, NY 11501, Main Entrance

FOR MORE INFORMATION, PLEASE CONTACT

PROCUREMENT REPRESENTATIVE: Louis Drago

EMAIL: louis.drago@mtahq.org

Attachment 01

MANAGEMENT AGREEMENT

**Management, Operation and Maintenance of Long Island Rail Road Parking
Facilities**

Mineola Intermodal Center Parking Facility, Mineola, NY 11501



Ronkonkoma Parking Garage, Ronkonkoma NY 11779



Wyandanch Parking Facility, Wyandanch, NY 11798



Westbury North Parking Garage & South Side Surface Lot Westbury, NY 11590



MANAGEMENT AGREEMENT

MTA LONG ISLAND RAILROAD COMPANY AND [COMPANY NAME]

This Management Agreement (“Agreement”) dated as of the 16th day of January, 2025 by and between LONG ISLAND RAILROAD COMPANY (LIRR), a subsidiary of the Metropolitan Transportation Authority (“MTA” or “Authority”) with offices at 93-02 Sutphin Blvd Queens, New York 11435, a public benefit corporation organized and existing under the laws of the State of New York and hereinafter referred to as the “LIRR”, and [COMPANY NAME], a [type of legal entity], having an office at [] and being hereinafter referred to as the "Contractor", and each individually a “Party” and collectively, “Parties.”

WITNESSETH:

WHEREAS, the LIRR requires a Contractor to provide services to manage, operate and maintain the Ronkonkoma Parking Garage, Mineola Intermodal Center Parking Garage, Wyandanch Parking Facility and Westbury Parking Garages (“Services”) as further described in the MTA’s Invitation for Bid No. **483816** dated January 16, 2025; (“IFB”), which is incorporated herein by reference; and

WHEREAS, the Contractor has offered to perform the Services; and

WHEREAS, the Authority and Contractor have agreed to the performance of such Services upon the terms and conditions set forth in this Management Agreement and the Technical Scope of Work; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

CHAPTER I – GENERAL TERMS AND CONDITIONS

Article 1.1 – Definitions

The following terms will have the respective meanings set forth below:

1. **Business Controls**: Adequate controls and safeguards established by the Contractor to ensure that Subcontractor work is properly performed in accordance with the requirements of the Contract and LIRR requirements.
2. **Contract or Contract Documents**: consists of the following: the Invitation for Bids, including all appendices, schedules, addenda and attachments thereto. All General Terms and Conditions; the New York State Provisions; Management Agreement; Technical Scope of Work; Contract Drawings (if any); Reference Documents (if any); the Notice of Award, the Notice to Proceed (if any), and any Change Order or Modifications issued by the MTA LIRR after award, all of which constitute the agreement between the MTA LIRR and the Contractor.
3. **Contractor**: The individual or entity that is awarded the Contract to perform the Work.
4. **Emergency Work**: As defined in Section 3.4.
5. **Home Office**: The Contractor’s corporate headquarters.
6. **Indemnified Parties**: As defined in Section 10.1.

7. LIRR/Railroad: The Long Island Rail Road Company, a public benefit corporation organized and existing pursuant to the laws of the State of New York and wholly owned subsidiary of the Metropolitan Transportation Authority.
8. Project Manager: The duly authorized representative of the responsible for the overall project management that serves as prime interface with the Contractor.
9. Management Agreement: This agreement that sets forth the terms and conditions for managing, operating and maintaining the LIRR Parking Garages.
10. Management Fees: The agreed upon fees approved by LIRR, which shall be _____ Dollars (\$ _____) per month subject to an Economic Price Adjustment as defined in Section 4.1, Paragraph A. **{to be identified prior to Award}**
11. MTA or Authority: Metropolitan Transportation Authority a public authority of the State of New York.
12. MICPG: The Mineola Intermodal Center Parking Garage, which is located immediately south of the LIRR right-of-way (ROW) in the Village of Mineola, bounded on the east by 3rd Avenue, on the west by 4th Avenue, and on the south by 3rd Street. The MICPG has 971 parking spaces that includes a Facility Manager's Office for use by the Contractor, MTA Police Office, restroom facilities, a storage room, telephone equipment room, a janitor's closet, four sets of stairs, two elevators with machine rooms, signage, dry standpipe system, a revenue control system, and a pedestrian overpass that connects to the MIC Parking Facility to the Mineola Station north platform and ground level via two elevators and two sets of stairs.
13. Notice of Award: Written notice from the MTA LIRR Procurement Officer to the Contractor notifying it of the LIRR's award of the Contract and instructing it to provide specified documentation in accordance with the Contract Documents.
14. Onsite: The location of the parking garages on LIRR property.
15. Operations Manager: As defined in Section 5.3, Paragraph D.
16. Operations Staff: As defined in Section 3.2, Paragraph B.
17. Parking Garages: MICPG, RPG, WPF and WNPB.
18. Payroll Cost: As defined in Section 4.1, Paragraph B.
19. Project Executive: The Home Office representative of the Contractor as described in Section 5.3.

Name: _____

Address: _____

Phone No.: _____

{To be identified prior to Award}

20. Reimbursable Expenses: As defined in Section 4.1, Paragraph B.

21. Revenue: Any and all gross rentals, receipts, fees, proceeds and amounts of any kind (and anything else of value) received, directly or indirectly, by or for the account of Operator and without credit, deduction or offset of any kind, from, in connection with, or directly or indirectly arising out of, the LIRR Parking Garages, any part thereof, or use, occupation or operation of the LIRR Parking Garages or any part thereof, or the provision of services thereon or there from, including, without limitation, parking fees, but including taxes separately stated and calculated on parking fees and collected directly from patrons.
22. RPG: The Ronkonkoma Parking Garage is located north of the LIRR Ronkonkoma Station, north of Railroad Avenue. The Ronkonkoma Parking Garage is a five-level garage with a capacity of 1,006 vehicles. It includes a Manager's Office for use by the Contractor, restroom facilities, a storage room, telephone equipment room, a janitor's closet, 9 sets of stairs, 2 elevators with machine rooms, signage, dry standpipe system, a revenue control system, nested area gates and readers, and a pedestrian overpass that connects the Ronkonkoma Parking Garage to the Ronkonkoma Station plaza and platforms via three elevators and several sets of stairs.
23. Subcontract: A contract between the Contractor and a Subcontractor or Supplier.
24. Subcontractor: An individual, firm, corporation, other entity or combination thereof who enters into a contract with the Contractor to furnish labor, services, materials, equipment and/or supplies in connection with the Work.
25. Supplier: An individual, firm, contractor, corporation, other entity or combination thereof who furnishes materials, equipment or supplies for the Work.
26. Technical Scope of Work: The specifications, work scope, drawings or other provisions included in the Contract, which set forth the technical requirements of the Contract including all attachments and/or appendices thereto.
27. Work: All required obligations of the Contractor hereunder including furnishing of all labor, materials, equipment, tools, supervision, management and other incidentals required by the Contract and the performance of all duties and obligations imposed by the Contract, including work performed pursuant to the Technical Scope of Work.
28. WNPG: The Westbury North Parking Garage is located immediately north of the LIRR right-of-way (ROW) in the Village of Westbury. The WNPG contains a total of 683 spaces of which 376 spaces are reserved for the Village of Westbury residents and the other 307 spaces are daily fee spaces. The adjacent surface lots immediately east and south of the garage are not included in the garage contract. The garage includes a Facility Manager's Office, employee restroom, Counting/Server room, IT room, Elevator machine room, Electrical room and Storage room.
29. WPF: The Wyandanch Parking Facility is located immediately north of the LIRR right-of-way (ROW) in Wyandanch. The WPF contains 920 parking spaces (764 spaces within the Garage and 156 spaces in adjacent surface lot) that includes a Facility Manager's Office, restroom facilities, storage room, for use by the Contractor, electrical and IT equipment room, utility room, two sets of stairs, three elevators with an overhead machine rooms, signage, dry standpipe system, a pay-on-foot revenue control system, and an emergency generator.
30. Westbury South Surface Lot- This approximate 300 space surface lot is located on the southside of the Westbury station and includes 20 employee spaces. Payment for parking in this lot can only be made via a parking app with a customer's license plate number. This lot is slated for development at a future date to be determined.

Article 1.2 – Term of Agreement

The term of the Contract will commence effective as of the date of the Notice of Award and will expire four-(4) years thereafter unless sooner terminated as provided in the Contract. There will be a two (2) year option period to extend the term of the Contract that may be exercised at the sole discretion of the Railroad.

Article 1.3 – Submittals

The review of submittals by the Railroad is solely for the Railroad's benefit and shall not relieve the Contractor of its obligation to perform the Work in conformance with the requirements of the Contract Documents.

Article 1.4 – Reference Documents

Any reference documents indicated in this Management Agreement are for informational purposes only. The Railroad will not be responsible for the completeness or accuracy of the reference documents provided or cited, and the Contractor shall be responsible to obtain any additional data as required, to satisfy itself as to the actual conditions or requirements. Any variance of the actual overall conditions or requirements from those represented by the reference documents shall not constitute the basis for a claim.

Article 1.5 – Interpretation

- A. If this Contractor identifies any errors, inconsistencies, ambiguities or discrepancies including typographical errors in the Contract Documents, the Contractor shall immediately submit in writing the question(s) to the Railroad for a written clarification. Any adjustment by the Contractor without such clarification shall be at its own risk and expense.
- B. Wherever in the Contract Documents the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirements", "order", "designation", or "prescription" of the Railroad is intended and similarly the words "approved", "acceptable", "satisfactory" or words of like import shall mean "approved by" or "acceptable to", or "satisfactory to" the Railroad. The word "conforms" or words of like import, shall be understood to mean "conformance with the Technical Scope of Work".
- C. Where "as shown", "as indicated", "as detailed" or words of like import are used, it shall be understood that the reference is to the Contract.
- D. All references to articles or sections include all sub-articles or subsections under the article or section referenced. Similarly, all references to sub-articles and subsections similarly include references to sub-sub-articles and sub-subsections. A reference to any particular article or section in no way waives the responsibility of adhering to other associated requirements.
- E. As used herein, the singular shall mean and include the plural; the masculine gender shall mean and include the feminine and neuter genders; and vice versa.
- F. The table of contents and captions of these Contract Documents are for convenience of reference only and in no way define, limit or describe the scope or intent or in any way affect these Contract Documents.
- G. Conflicts between and among the Contract Documents shall be resolved in the following order of

precedence to the extent not prohibited by law: (i) General Terms and Conditions; (ii) New York State Provisions; (iii) Federal Provisions, if any; (iv) Technical Scope of Work; (v) Drawings, if any; (vi) Reference Documents, if any; and (vii) Purchase Order, if any.

Article 1.6 – All Required Provisions Deemed Included

Each and every provision required to be inserted in this Management Agreement by any applicable treaty, convention, Federal or New York State law, regulation or procedure is deemed inserted herein. If any such provision is not inserted or is not inserted in correct form, then this Management Agreement shall be deemed amended by such insertion or revision in form so as to comply strictly with the applicable treaty, convention, law, regulation or procedure and without prejudice to the rights of either party hereunder.

Article 1.7 – Confidentiality

- A. The Contractor, its officers, agents, employees and subcontractors shall not, either during or after the term of the Contract, disclose to any third party, any information relative to the operations and transactions related to the LIRR Parking Garages or, generally, to the business of the Railroad obtained while rendering its services, without the written consent of LIRR's Contracting Officer.

- B. The Contractor acknowledges as agrees that:
 - 1. All information provided by LIRR to the Contractor in any media including oral, written or electronic, pursuant to this Agreement will be deemed LIRR's Propriety and Confidential Information ("Confidential Information"), including information, which may be deemed a public record under the New York Freedom of Information Law, except as authorized by LIRR, as well as all customer related information. LIRR wishes to hold and to be held by the Contractor as confidential and proprietary information of LIRR. Accordingly, the Contractor agrees to the following with respect to any Confidential Information:
 - a. To use such Confidential Information only in performance of this Contract;
 - b. Not to make copies of any such Confidential Information or any part thereof without the prior permission of LIRR;
 - c. Not to disclose any such Confidential Information or any part thereof to others for any purpose without prior written consent of LIRR;
 - d. To limit dissemination of such Confidential Information to the Contractor's personnel who are directly involved in the performance of the Contract, who have a need to know and to use such Confidential Information for purposes of such performance, and who have been advised of and agree to the obligations and restrictions on persons receiving such information as set forth in this Management Agreement provided that Contractor notifies LIRR in advance of the of the names of any personnel having access to such Confidential Information;
 - e. To treat such Confidential Information as strictly confidential and as trade secret information by protecting such information in the same manner and subject to the same protections as the Contractor treats and protects its own respective proprietary information of like importance;
 - f. To disclose such Confidential Information to third parties only with the prior written consent of LIRR and only after such third parties have agreed in writing to be bound by the confidentiality and use restrictions of this Management

Agreement;

- g. To return such Confidential Information and copies thereof to LIRR at the completion of all Work under the Contract or at such earlier date as LIRR may designate, with a certification by an officer of the Contractor that the Contractor retains no Confidential Information in any form whatsoever; upon completion of all Work or upon receipt of a request by LIRR, the Contractor will also erase or destroy, or cause to be erased or destroyed, any such Confidential Information in any computer memory or data storage apparatus; provided, however, that the Contractor shall also deliver to LIRR the database or data flat file and full accompany documentation identifying records dormant and recorded data elements; and
 - h. To ensure that all personnel having access to such Confidential Information who are terminating their employment with, or services for, the Contractor are reminded prior to such termination of his/her non-disclosure obligations undertaken pursuant to this or other employee non-disclosure agreements.
2. Unless specifically required by law, the Contractor will not disclose any Confidential Information without the express prior written agreement of LIRR and under appropriate nondisclosure terms satisfactory to LIRR.
 3. For the purpose of protecting LIRR's proprietary interest in the Contractor's Work under the Contract, including, without limitation, any notes, notations, and drafts, the Contractor will treat and protect all such work as LIRR Confidential Information prior to and after delivery of such work to LIRR in accordance with the terms of this article and will designate by appropriate markings all such work as LIRR Confidential Information upon its generation.
 4. Confidential Information will not be disclosed to any third party during the term of the Contract or thereafter except with the express prior written approval of LIRR or under the following conditions:
 - a. It was in the Contractor's possession free of any obligation of confidence at the time of LIRR's disclosure thereof to the Contractor; provided, however, that the Contractor immediately informs LIRR in writing to establish the Contractor's prior possession; provided further, however, that this article will not apply to work which, upon its generation by the Contractor, constitutes LIRR Confidential Information.
 - b. It is developed by the Contractor's personnel independently of and without reference to any LIRR Confidential Information or other information that LIRR has disclosed in confidence to any third party;
 - c. It is rightfully obtained by the Contractor from third parties.
 - d. It is released for disclosure by LIRR with its written consent.
 - e. It is identified by LIRR as no longer proprietary; or
 - f. Unless specifically required by law and only after notification to LIRR affording LIRR the opportunity to challenge or defend against the application of such law or any authority.

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CHAPTER II – CONTRACTOR REPRESENTATIONS

Article 2.1 – Representation of Expertise

The Contractor represents that it is an expert in the field of parking facility management, and possesses the skills, experience, knowledge, staff, facilities, and financial and other resources to perform the Work required by Railroad and set forth in the Contract Documents in a satisfactory manner and within the timeframe(s) specified, and that the Contractor possesses all the legally required permits and/or licenses to perform the Work, which shall be kept current and valid throughout the term of the Contract, as such time may be extended by the Railroad's exercise of any option or as otherwise agreed to by the parties.

Article 2.2 – Corporate Authority

The Contractor represents and warrants that (a) Contractor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and (b) the Contractor has full power, authority and legal right to execute, deliver and perform this Management Agreement and to perform all of its obligations hereunder.

Article 2.3 – No Legal Bar

The execution, delivery and performance of all or any portion of this Management Agreement do not and will not violate and provision of any existing law, regulation, or of any order, judgment, award or decree of any court or government or of the charter or by-laws of the Contractor or of any mortgage, indenture, lease, contract, or other agreement or undertaking to which the Contractor is a party or by which the Contractor or any of its properties or assets may be bound, and will not result in the creation or imposition of any lien or any of its respective properties or assets pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement or undertaking.

Article 2.4 – No Litigation

Except as specifically disclosed to LIRR in writing prior to the date hereof, no claim, litigation, investigation or proceeding of or before any court, arbitrator or governmental authority is currently pending nor, to the knowledge of the Contractor, is any claim, litigation or proceeding threatening against the Contractor or against its properties or revenues (i) which involve a claim of defective design or workmanship in connection with any contract entered into by the Contractor or (ii) which, if adversely determined, would have an adverse effect on the business, operations, property or financial or other condition of the Contractor. For purposes of this paragraph, a claim, litigation, investigation or proceeding may be deemed disclosed to LIRR if LIRR has received in writing, prior to the date hereof, detailed information concerning the nature of the matter involved, the relief requested, and a description of the intention of the Contractor to controvert or respond to such matter.

Article 2.5 – No Default

The Contractor is not in default in any respect in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement or undertaking to which it is a party or by which it or any of its properties or assets may be bound, and no such default or Event of Default (as defined in any such mortgage, indenture, lease, contract, or other agreement or undertaking) has occurred and is continuing or would occur solely as a result of the execution and performance of this Management

Agreement. The Contractor is not in default under any order, award, or decree of any court, arbitrator, or government binding upon or affecting it or by which any of its properties or assets may be bound or affected, and no such order, award or decree would affect the ability of the Contractor to carry on its business as presently conducted or the ability of the Contractor to perform its obligations under this Management Agreement or any of the other financing to which it is a party.

Article 2.6 – No Inducement or Gratuities

- A. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Management Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bon fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. The Contractor warrants that no gratuities or other inducements have been offered or given or will be offered or given (in the form of entertainment, gifts, offers of employment, or any other thing of value) to any official or employee of LIRR. The Contractor further warrants that during the term of the contract it shall not make any offers of employment to any LIRR employee, or solicit or interview therefore, without obtaining the written approval of the employee's Department Head.
- C. For breach or violation of the foregoing warranties, LIRR shall have the right to cancel the Management Agreement and the Contract without liability or, at its discretion, to deduct from the total Contract price, or otherwise to recover, the full amount of such commission, percentage, brokerage or contingent fee, or gratuities, and to include the occurrence of such a breach or violation in assessments of the Contractor's responsibility in future proposals.

Article 2.7 – Contractor's Examination of Work Sites

The Contractor warrants that it has examined the site(s) and area(s) and compared its findings with the Technical Scope of Work and has informed and satisfied itself as to all matters necessary for carrying out the Work including but not limited to, general working conditions, labor requirements, accessibility, condition of the premises, obstructions, drainage conditions and obstacles. The Contractor warrants that it has investigated all conditions as to character of the site(s) and character of existing structures at or adjacent to the site(s), and the character and extent of the Railroad's and other contractors' operations in the area(s), and shall take all these matters into account prior to undertaking the Work. No allowance or extra payment will be made because of any such items or conditions occasioned by the Contractor's failure to make such comparison and examination. Any failure of the Contractor to take the necessary actions will not relieve the Contractor from its responsibility for properly estimating the difficulty and cost of successfully performing the Work without additional expense to the Railroad. The Railroad assumes no responsibility for any conclusions or interpretations made by the Contractor based upon information not included in the Contract. No allowance or extra payment will be subsequently made by reason of any error or oversight on the part of the Contractor.

Article 2.8 – Acknowledgement of Reliance

The Contractor acknowledges that the Railroad is relying upon the Contractor's representations as set forth herein in entering into this Management Agreement.

CHAPTER III – CONTRACTOR’S SERVICES

Article 3.1 – Operating Transitions

The Contractor will cooperate with LIRR to transition from LIRR's current method of operating the LIRR Parking Garages. This includes the Contractor's assumption of responsibility for all matters which were outstanding immediately prior to the Contractor's commencement of responsibility under this Management Agreement; provided, however, that the Contractor will have (i) no liability for any acts or omissions occurring prior to the date on which the Contractor assumes such responsibility, and (ii) any successor operator in the transition from the Contractor to another operator or manager or to LIRR.

Article 3.2 – Performance of the Work

- A. The Contractor will perform in accordance with the Technical Scope of Work, Revenue Collection System (RCS) operations/maintenance manuals, and will otherwise do all that is necessary to operate and maintain the LIRR Parking Garages in the most efficient and economic manner.
1. Among other things, the Contractor will be required to operate and maintain the LIRR Parking Garages using its forces or Subcontractor/Suppliers in full compliance with the Maintenance Requirements set forth in Appendix 1.
 2. The Contractor is directly responsible for purchasing and obtaining all materials and supplies required for the operation and maintenance of the facility, systems and equipment. This also includes on-site administrative supplies. The contractor shall stock, keep and maintain a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs without delay.
 3. LIRR may change the Maintenance Requirements including providing Contractor with Maintenance Manuals from time to time. Any such change may result in a modification to the Staffing Plan and/or Subcontracts.
 4. The Contractor will evaluate the effectiveness and efficiency of the use of Subcontractor versus use of Contractor staff to provide specified services.
- B. The Contractor shall manage the LIRR Parking Garages and perform certain services utilizing its own forces (Operations Staff) in accordance with a Staffing Plan to be approved by LIRR. Such services, as described herein and in the Technical Scope of Work, shall include on-site and off-site operation, management and oversight and shall include the following:
1. Keeping the interior and exterior of the LIRR Parking Garages secure, clean, neat, free of debris and hazards.
 2. Revenue collection and enforcement.
 3. Administer notices that need to be communicated to the LIRR Parking Garage commuters from time to time and assume the role of the primary point of contact for all LIRR Parking Garage commuters.
 4. Warranty Management of the LIRR Parking Garages and structural elements of the facilities pursuant to Article 3.11.

- C. The Contractor shall, in the performance of the Work, cooperate with LIRR, its employees, representatives, contractors and any municipality and/or municipal organization identified by LIRR to ensure that the Parking Garages are maintained in a state of good repair and to maximize the availability of services to LIRR's customers.
- D. The Contractor shall execute necessary Subcontracts for (i) services not covered by Section 3.2. Paragraph B above, including, but not limited to, water, gas, fuel, air conditioning maintenance, trash/rubbish removal, landscaping, vermin extermination, and (ii) such other utilities, services and goods reasonably necessary or desirable in connection with the operation of the LIRR Parking Garages, to ensure that the facility will remain in a state of good repair with equal quality and standard of operation to other first class parking garages of comparable size. Subcontracting requirements are set forth herein in Section 3.4. LIRR reserves the right to enter into a contract with a third-party for any such services and supplies and assign such contract to the Contractor. The Contractor will assume all the obligations under any such contract, which will upon assignment be a Subcontract. The Contractor will perform subcontract evaluations of all current and future subcontracts and make recommendations to LIRR to eliminate, combine or otherwise restructure duplicated, unnecessary, or inefficient services. Evaluate existing service contracts and provide recommendations to LIRR to enhance efficiency and reduce operation costs. The Contractors shall also re-bid contracts as necessary or as requested by LIRR.
- E. Capital Improvement Work: In general, LIRR anticipates that any construction of capital improvements will be awarded and managed by LIRR. However, if LIRR, in its sole discretion, deems it necessary, the Contractor shall be required to perform the work, or to solicit contractors, award contracts, and manage the capital work as directed by LIRR, on a time and material basis or such other reasonable method as determined by LIRR in its sole discretion.

In such event, LIRR shall notify the Contractor in writing by issuing a Task Order Request. Upon receipt of a Task Order Request, the Contractor shall, within ten (10) days of receipt thereof, provide a Cost Proposal to LIRR, as applicable, for performance of the work set forth in the Task Order Request. If Contractor needs additional time to prepare its Cost Proposal, it shall request an extension of time from LIRR, as applicable, approval of which shall not be unreasonably withheld. The Contractor shall contact LIRR to discuss any aspects of the Task Order Request to ensure it understands the work and to enable the parties to establish a fair and reasonable price. Once LIRR has accepted the agreed upon the Cost Proposal, LIRR shall issue a Change Order in accordance with the section in the Contract entitled "Changes".

LIRR shall also have the right to utilize the Task Order Procedure identified herein for other non-capital improvement work.

- F. Customer Service: The Contractor must interact with the public utilizing excellent customer service skills.

Article 3.3 – Contractor's General Scope of Services

The Contractor will perform all of the services set forth in the Technical Scope of Work and all services necessary to operate the LIRR Parking Garages including, but not limited to, the following:

- (a) Develop, maintain and update an Operations Plan consisting of all necessary policies, procedures and operating methods to be employed at the garages once each year. LIRR shall have the right to approve the Operations Plan and all operating policies and procedures of the

parking facilities. Such Operations Plan shall be submitted to LIRR for approval and is due concurrent with the Operating Budget for the following year.

- (b) Manage, operate, direct, superintend, supervise, and promote the use of the Parking Garages as a first-class parking facility in accordance with all applicable governmental laws and regulations concerning the same.
- (c) Maintain the Parking Garages, including all machines/equipment located herein, including revenue equipment, overpasses to railroad station plazas and stairwells, and to establish and adhere to all maintenance responsibilities and schedules required by manufacturer warranty (ies).
- (d) Employ, discharge, and supervise all persons including, without limitation, managers, attendants, cashiers or any other personnel necessary for the efficient operation of the Parking Garages and instruct them as to their duties, oversee their work and have attendants properly uniformed (with identification badges). LIRR shall have the right of approval of all personnel hiring subject to applicable law and to collective bargaining agreements, if any, as well as salary structure of each job classification. At LIRR's request, the Contractor shall remove an employee from working under this Agreement.
- (e) To the extent permitted by applicable law, the Contractor shall conduct a pre-employment check of each person intended to be employed, which check shall include the following: job qualifications, including prior experience and recommendations (if any), honesty and integrity and personal grooming. Results of the pre-employment checks shall be furnished to LIRR upon request.
- (f) Purchase of all services, equipment, tools, materials, supplies, signs, and uniforms necessary for the efficient maintenance and/or operation of the Parking Garages not specifically identified in the approved operations plan and Operation Budget included in the Agreement must be mutually agreed upon in writing.
- (g) Coordinate with LIRR and if requested, contract on behalf of LIRR for and supervise the making of structural and non-structural repairs, alterations, maintenance, and decorations in the Parking Garages.
- (h) In no event, except in an emergency, shall the Contractor contract or purchase any one item, which exceeds \$500.00 in cost or any item which cost is in excess of the amount set out on the approved budget without the written approval of LIRR.
- (i) Advertise and promote Parking Garages space at the request and expense of LIRR. All such advertising to be first approved in writing by LIRR.
- (j) Maintain a web-based online system to enable WPF and RPG customers to purchase monthly parking permits through an internet web-based application using a credit card or EFT transaction. The online system shall be physically ready and able to be immediately implemented upon issuance by LIRR of Notice of Award to the Contractor. The Contractor shall be in compliance with the Payment Car Industry Data Security Standard as well as all other applicable industry standards.
- K. Make available to customers, a Parking Payment App such as Passport Parking App or Flow bird, as a form of payment at each parking facility, excluding the RPG. The App must support a pay by space system in the WNPG and WPF and a pay by plate system in the MIC and Westbury South Surface Lot.

- (k) Develop and implement a Parking Enforcement Plan approved by LIRR, which shall not be modified without the prior approval of LIRR and enforce parking rules in accordance with the approved Parking Enforcement Plan.
- (l) Keep in accordance with recognized accounting procedures such books of account and record as will properly reflect all income and disbursements received and made in connection with the operation and maintenance of the Parking Garages. Such books and records shall be open for inspection at all reasonable times by LIRR or its duly authorized representatives.
- (m) Account in writing attested by a duly authorized officer on or before the 15th day of each month next succeeding for all monies received and disbursed by it in connection with the operation and maintenance of the Parking Garages. Such a statement shall be supported by duplicate invoices, and similar documentation covering items of income and expense, including payroll. The Contractor shall also furnish a monthly operating statement showing income, expense, and budget for the month and year to date and for the same month of the preceding year, except for the first year of operation. The Contractor will disperse expenses, and obligations arising out of the operation of the Parking Garages from Gross Receipts generated.
- (n) Prepare one (1) consolidated report for each parking facility regarding the daily parking tickets and monthly sales (WPF and RPG only), which details number of tickets sold, tickets voided or damaged tickets, lost tickets and free and validated users (i.e. tow trucks, police vehicles).
- (o) Apply in LIRR's name and behalf for all necessary government permits, leases, and authorizations necessary for the lawful operation of the Parking Garages for public parking of passenger cars and will in LIRR's name and behalf apply for and obtain renewals of any such permits, leases, and authorizations so as to keep the same in effect during the term of the Agreement. If LIRR is exempt from such requirements, at LIRR's option, Contractor shall nevertheless comply with them.
- (p) Make available to LIRR the benefit of any rebates or discounts the Contractor may receive in the purchase of supplies, equipment and services used by it in the operation of the Parking Garages or required by LIRR and purchased by the Contractor for the account of LIRR in connection with equipping and maintaining the LIRR Parking Garages.
- (q) Alter rates, price structures and/or hours/days of operation at LIRR's direction only and by prior written approval of LIRR prior to implementation.
- (r) The Contractor shall notify LIRR immediately, of any unusual conditions or conditions which may develop in the operation of the Parking Garages such as, but not limited to, major or minor fire, flood, breakage or casualty damage to the Parking Garages, or to any person or the property of any person.
- (s) Process and defend any claims for personal injury, theft, and/or property damage in respect to the Parking Garages. Pay as a non-reimbursable expense all insurance deductibles and awards in excess of insurance coverage, to the extent the claim is due to negligence of the Contractor.
- (t) In the event of a power failure at WPF or WNPG, the contractor must maintain the backup electrical system generator that's in place to support the continuous operation for a reasonable period of time. The backup generator located on the property shall be fully operational at a moment's notice.

- A. Except with respect to Subcontracts assigned by LIRR, the Contractor is responsible to award Subcontracts with Subcontractors and Suppliers and to manage the cost and performance of all Subcontractors/Suppliers including without limitation Subcontractors who perform (i) routine or periodic and remedial maintenance, (ii) unscheduled maintenance and repairs, or (iii) both (i) and (ii).
- B. Subcontracts must be competitively procured by the Contractor unless (i) otherwise directed by LIRR, (e.g., a Subcontract with a vendor to cover repairs, inspections, etc., not covered by the Warranty), or (ii) in the case of Minor Work, defined below. No Subcontract shall be awarded without prior approval from LIRR's designated representative. Among other things, LIRR is subject to New York State's prevailing wage law and the Subcontracts must reflect this obligation. All Subcontracts for services must permit termination without cause upon thirty (30) days prior notice and contain insurance certificates acceptable to the MTA Risk Management Department. The Contractor shall make good faith efforts to obtain at least three bids or proposals from qualified suppliers, service providers or contractors. The proposals shall be in writing by fax, mail and e-mail or hand delivery. For procurements less than \$1,000, however, the Contractor may obtain telephone proposals provided it prepares a summary of the proposals. The Contractor shall provide LIRR with copies of all solicitation documents and proposals.
- C. LIRR must approve all Subcontracts other than those involving Minor Work, as defined in subparagraph D herein, prior to the Subcontract award. In selecting Subcontractors/Suppliers for approval, the Contractor must demonstrate to LIRR justification of selection including price reasonableness, competitiveness, experience, and qualification(s) to maintain equipment/structure to industry standard(s), and/or manufacturers' recommendation(s) including manufacturers' warranties.
- D. Minor Work includes services and/or goods that are less than \$1,000 and are not required to be performed by the Contractor's forces or not covered by an existing Subcontract. The Contractor may award Subcontracts for Minor Work without prior approval in the event of exigent circumstances ("Emergency Work"). The Contractor shall to the extent practical utilize Subcontractors/Suppliers pre-approved by LIRR to do Minor Work including Emergency Work. As soon as reasonably practical, the Contractor shall provide the Project Manager with details concerning the Emergency Work and related subcontracts.
- E. The Contractor must submit for LIRR's approval proposed Business Controls to manage the Subcontracts within thirty (30) days of the Contract Award.
- F. Each Subcontract shall include terms and conditions approved by LIRR. Among other things, the Subcontracts shall contain a provision that (i) the Subcontract may be assigned by Contractor to LIRR or an LIRR affiliate, subsidiary or designee upon notice; (ii) the Subcontract may be terminated by Contractor without cause and without fee or penalty, upon 30 days' notice; and (iii) the Subcontract will indemnify and save harmless Contractor, LIRR, and the other Indemnified Parties from and against all claims, losses and liability resulting from any damage to or injury to, or death of, persons or property caused or occasioned by or in connection with or arising out of any acts or omissions of said contracting party or its directors, officers, employees or agents. Upon direction from LIRR, Contractor will assign, terminate, or decline to extend or renew, any such Subcontract, as the case may be.
- G. The Contractor will not enter into any equipment lease or vending contract without LIRR's prior written approval.

Article 3.5 – Independent Contractor

- A. The Contractor and any of its Subcontractors/Suppliers agree that in accordance with their status as independent contractors, they and each of them are and shall remain private and independent contractors and will not represent itself to be or claim to be an officer or employee of the Railroad or of the State of New York. The Contractor will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Railroad or of the State of New York, including but not limited to, payment of salaries, Worker's Compensation coverage, Federal Employer's Liability Act, Railroad Retirement Board coverage, Railroad Unemployment Insurance Act coverage, Unemployment Insurance Benefits, Social Security Coverage or Retirement membership or credit, all of which shall be paid out of its own funds for all persons engaged in the performance of the Work. Such persons shall be and remain solely their employees and subject solely to their authority, supervision, direction and control.
- B. In taking any action pursuant to this Management Agreement, the Contractor will be acting only as an independent contractor, and nothing in this Management Agreement, expressed or implied, will be construed as creating a partnership or joint venture or an employment relationship or that of principal and agent between the Contractor (or any person employed by Contractor) and LIRR or any other relationship between the parties hereto except that of LIRR, and independent contractor, LIRR hereby entrusts the management and operations of the LIRR Parking Garages to the Contractor and the Contractor accepts the responsibility to manage and operate the LIRR Parking Garages in the best interests of LIRR.

Article 3.6 – Contractor Not to Pledge LIRR's Credit

In the performance of the Work under the Agreement, the Contractor shall not, except for the purchase of supplies and/or services in accordance with its obligations under this Agreement, pledge funds to be received by the contractor from LIRR, nor will Contractor, in the name of or on behalf of LIRR, borrow any money or execute any promissory note, installment purchase agreement, bill of exchange or other obligation.

Article 3.7 – General Operating Policy

Contractor acknowledges that it is LIRR's objective that the LIRR Parking Garages be operated in an efficient, business-like manner, at all times suitable for the purposes of LIRR. The Contractor agrees to operate the LIRR Parking Garages pursuant to the terms of this Management Agreement in such a manner as to achieve all of the aforesaid objectives.

Article 3.8 – Management and Maintenance Policies

The Contractor acknowledges LIRR's express desire to have the opportunity to participate in all discussions concerning the formulation and establishment of the overall management and maintenance policies of the LIRR Parking Garages. The Contractor shall not make any changes in the management and/or maintenance policies without LIRR's prior written approval. The Contractor is responsible for the oversight, supervision and coordination of its Subcontractors and Suppliers. LIRR shall have the right, in its sole discretion, to communicate directly from time to time with any of the Contractor's Subcontractors or Suppliers for the LIRR Parking Garages, and Contractor will so instruct such Subcontractors/Suppliers.

Article 3.9 – Communications Between the Parties Concerning the Work

LIRR and Contractor acknowledge the benefits to be derived from continuous open communication and shall

maintain open communication with LIRR. The Contractor acknowledges that it is LIRR's express desire that Contractor keep LIRR informed of all developments and policy changes at the LIRR Parking Garages. LIRR relies on Contractor to direct and control all operations at the LIRR Parking Garages, provided, however, that LIRR reserves the right to communicate directly with Contractor's employees at the LIRR Parking Garages, Contractor's accountant or accountants working on LIRR Parking Garages matters and other department heads with respect to financial matters, and all subcontractors.

Article 3.10 – Monthly Meeting

At LIRR's request, the Contractor's on-site personnel and Project Executive (by telephone conference) shall meet with LIRR to discuss the results of operations for the preceding month, or any general management or Contract issues. Failure of the Contractor to attend and participate in a monthly meeting may be deemed an Event of Default under this Management Agreement and the Contract.

Article 3.11 – Warranty Management

- A. LIRR shall provide the Contractor with a list of all items under Warranty as well as the related builder's/manufacturer's (Vendor) maintenance requirements and notice requirements associated with the Warranties.
- B. The Contractor shall be required to provide warranty management of the LIRR Parking Garages and structural elements of the facilities including, without limitation, timely and complete notification of defects to the Vendor, as well as performance of inspection or maintenance directly or through a Subcontractor approved by LIRR, to ensure compliance with LIRR's obligations to maintain validity of all Warranties. To facilitate this, the Contractor shall provide a Warranty Management Plan within thirty (30) days of the Contract Award.
- C. The Contractor shall maintain all computer-related systems and components that are used to support revenue systems, which include computers, credit card terminals, monitors, printers, cables and software.
- D. The Contractor shall stock consumables and spare parts for each revenue collection systems. The Contractor shall maintain a sufficient inventory on hand to ensure the continued operation of the revenue collection systems and the parking services. Consumables and spare parts include, but are not limited to:

RPG

6 Spare Gate Arms

--Thermal Paper for Pay stations, Register, and Ticket Spitter.

-1 Lockable Cassette for Bills (Spare)/ 2 in Machines

-1 Lockable Change Cassette for Bills (Spare)/ 2 in Machines

-Back-office computer and printer for Tiba gate system

Spare Parts for Machines on Hand

-1 EMC-SCR200E Contact Reader

-1 APS Main Board Controller

-1 APS Door Board

-1 TKIS Intercom

MICPG:

6 Lockable Cassette/Bill Acceptors.

Boss T2 Laptop that Premium Provided which monitors the T2 system.

WPF

1 Bill Acceptor

-12 Cassettes for Bills.

-Thermal Paper for Pay Stations

Westbury

-Back Office computer in IT room for parking counter

-1 Lockable Cassette for Bills

-Thermal Paper for Pay Stations

CHAPTER IV – COMPENSATION OF CONTRACTOR

Article 4.1 – Management Fee and Reimbursable Expenses

As consideration for the services to be rendered by Contractor as set forth in this Management Agreement, LIRR hereby agrees to pay the Contractor as follows:

A. Management Fee

1. The Management Fee will be payable in arrears monthly commencing after the date of the Contract Award (pro-rated for any partial month), and subject to the satisfaction of the conditions of Article 4.2 hereof. At the end of the first year of the Contract and at the completion of each subsequent year, the Management Fee will be increased (the “Annual Increase”) based on the annual percent change in Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average as reported by the U.S. Bureau of Labor Statistics for the preceding 12 month period; provided, however, that in no event shall the annual percentage change in the CPI-U exceed three percent (3.0%) for the purpose of calculating the Annual Increase (the “Economic Price Adjustment”).
2. Expenses that are included in the Management Fee and, therefore, are at the sole cost and expense of the Contractor and not reimbursable by LIRR, include but are not limited to the following:
 - a. Overall supervisory and management services to be rendered by the Project Executive and home office personnel, as well as procurement functions, oversight of Subcontractors, and Warranty Management.
 - b. Compensation, benefits, payroll taxes, insurance, deferred compensation, and any other direct and indirect costs of or relating to the employees or other personnel of Contractor or its Affiliates or personnel, consultants, or supervisors hired by Contractor to assist Contractor in performing its duties hereunder other than on-site maintenance personnel.
 - c. Accounting and reporting services required to be provided by Contractor hereunder.
 - d. All overhead (Home Office) or general administrative expenses of Contractor (including, without limitation, costs of forms, stationery, ledgers, supplies, equipment, telephones, electronic data processing systems (hardware and software) or services and automobiles).
 - e. Costs attributable to losses arising from criminal acts, negligence, fraud, or violations of the terms hereof on the part of Contractor or its directors, officers, agents, or employees, or acts taken by Contractors or its directors, officers, agents, or employees outside the scope of authority granted hereunder.
 - f. The cost of maintaining the books, accounts, and records for the LIRR Parking Garages and the cost of preparing the budgets and reports required under this Agreement.
 - g. Travel and entertainment expenses of Contractor and dues, donations, subscriptions, and publications of Contractor.

- h. The costs of insurance that Contractor is required to maintain pursuant to the Contract, except as otherwise specified herein.
- i. All Home Office cost related to maintenance and upgrade of the revenue system(s) and related components, including ticket machines, barrier gates, fee computers, sensors and individual transmitters and costs related to any websites used to support the LIRR Parking Garages operations.

B. Contractor Reimbursable Expenses

The Contractor will be entitled to reimbursement of:

- 1. Subcontractor Costs: The Railroad will reimburse reasonable and necessary costs provided (i) (a) the Subcontract and (b) the costs have been approved by the Railroad and (ii) the Subcontractor/Supplier invoices have been reviewed and approved by Contractor prior to submittal to LIRR. Subcontractor and Supplier invoices are subject to review, audit and approval of LIRR prior to the reimbursement of costs.
- 2. Payroll Costs: The Wages and Benefits of Operations Staff pursuant to Section 5.3. In the event the Wages and Benefits of any workers change or there is an additional number of workers, Contractor shall be entitled to reimbursement of the related increased Payroll Cost provided they have been approved in advance and in writing by LIRR. At the end of the first year of the contract and at the completion of each subsequent year, the Contractor can increase the salary and wages of on-site personnel by an amount no greater than:
 - a. the Economic Price Adjustment, or
 - b. if salary and wages are governed by external legal requirements such as union agreements or prevailing wage requirements, by the amount permitted under such agreements.
- 3. Expenses for work that is outside the Contract, including Capital Improvement Work, provided they have been approved in advance and in writing by LIRR.
- 4. The Contractor shall pay all Reimbursable Expenses except Payroll Costs out of a separate bank account designated for such purpose.

Article 4.2 – Procedure for Payment to Contractor

- A. Promptly after the last day of each month during the Term hereof, the Contractor will submit to the MTA Business Service Center (“MTA BSC”), Accounts Payable, 333 W. 34th Street, 9th Floor, New York, NY 10001-2402, **email:** invoice@mtabsc.org, **fax:** 212-971-5060 an invoice with LIRR’s contract number on it for the Management Fee payable under Article 4.1, Paragraph A and for all reimbursable expenses payable under Article 4.1, Paragraph B. LIRR shall pay invoices in accordance with Section 2880 of New York Public Authorities Law, which requires LIRR to pay proper invoices within thirty (30) calendar days of receipt, excluding legal holidays. Payments made after thirty (30) days of receipt of a proper invoice will be subject to an interest payment at the applicable rate provided for in Section 2880. In accordance with Section 2880, LIRR shall have 15 calendar days after receipt of the Contractor’s invoice to notify the Contractor regarding (i) defects in

the delivered goods, property or services, (ii) defects in the invoice or (iii) suspected improprieties of any kind; the existence of which shall prevent the commencement of the time period for calculation of interest.

- B. MTA BSC is the component of the MTA that will make authorized payments to the Contractor. All payments by the MTA BSC shall be made via Automated Clearing House ("ACH"). The Contractor authorizes the MTA BSC to make payments to it using an ACH designated by the MTA BSC. If you have not previously provided ACH instructions to the MTA BSC or if previously provided ACH instructions have changed, the Contractor shall, promptly upon award, prepare and submit current ACH information to the MTA BSC. The form for submitting that and other information, the Vendor Master Setup Maintenance form, is available online at <http://www.mtabsc.info/vendors/>.

Section 4.3 – No Sales Brokerage Arrangement

The Contractor has no brokerage agreement or understanding (exclusive or otherwise) and no right to lease or sell (exclusive or otherwise) all or part of the LIRR Parking Garages on behalf of LIRR. In the event that LIRR effects a sale of or lease of all or a portion of the LIRR Parking Garages, or an assignment or other transfer or mortgage, deed of trust, whether on its own or through the use of others, brokers or otherwise, the Contractor will be entitled to no compensation, fee or commission for payment on account for such transaction.

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CHAPTER V – PERSONNEL POLICIES

Article 5.1 – Stability of Management Team

LIRR and the Contractor recognize the benefits inherent in promoting stability in the management team engaged in the operation of the LIRR Parking Garages.

- A. The Contractor will use reasonable care to select qualified, competent and trustworthy employees to work at the LIRR Parking Garages.
- B. The Contractor shall employ, discharge, and supervise all personnel and instruct them as to their duties, oversee their work and have attendants properly uniformed. At LIRR’s request, the Contractor shall remove any employee from working under this Agreement.
- C. To the extent permitted by applicable law, the Contractor shall conduct a pre-employment check of each person intended to be employed, which check shall include the following: job qualifications, including prior experience and recommendations (if any), honesty and integrity, criminal background, and personal grooming. Results of the pre-employment checks shall be furnished to LIRR upon request.
- D. LIRR shall approve the rate of pay and benefits of the LIRR Parking Garage staff. Otherwise, the terms of employment and termination thereof will be the duty and responsibility of the Contractor. The Contractor’s terms of employment, however, will be in accordance with all applicable laws and regulations including prevailing wage requirements.
- E. All personnel at the LIRR Parking Garages will be (i) employees of the Contractor and on the payroll of Contractor or (ii) an authorized Subcontractor.
- F. All personnel at the LIRR Parking Garages must wear a uniform shirt/blouse, which bears the logo and/or name of the Contractor. Outer garments, i.e., jackets, coats, parkas, must also bear the logo and/or name of the Contractor.
- G. All personnel at the LIRR Parking Garages must wear and display photo identifications, identifying them as employees of the Contractor.

Article 5.2 – Management Talent Reserve

LIRR relies on the Contractor as an expert in the field of Parking Facility Management to have available a sufficient number of trained management personnel from which to staff the LIRR Parking Garages.

Article 5.3 – Operations Staff/Operations Manager/Project Executive

- A. The Contractor shall have a detailed staffing plan (“Staffing Plan”) identifying its services under the Contract, which includes a statement of position descriptions and duties by shift of each position (“Operations Staff”). The Contractor has provided, and LIRR has approved, LIRR with salaries and benefits for each member of the Operations Staff. All personnel will be qualified, competent and adequately trained, and in compliance with all Federal, state and local laws.
- B. The Contractor will update the Staffing Plan within thirty (30) days of any change pursuant to

Paragraph 5.3C.

- C. LIRR will have the right at any time to require the Contractor to modify the Staffing Plan, including without limitation, replacement, alternative or different employee positions, and Contractor will cooperate with LIRR including providing necessary information such as wages and benefits to allow prompt implementation of such revised alternative Staffing Plan. The Contractor may at any time recommend a revised Staffing Plan.
- D. The Contractor has identified (i) an Operations Manager, who is required to have authority and sufficient experience to make day-to-day decisions, and to have direct access, as necessary, to Contractor's support staff and senior management in order to evaluate day-to-day situations and make decisions and (ii) a Project Executive, who is not required to be on-site or dedicated full time to LIRR, that person must be accessible to LIRR at all times to resolve problems that the Operations Manager could not resolve.
- E. The Contractor will be responsible for all management labor issues, and human resources management. This includes responsibility for Contractor and Subcontractor compliance with all applicable New York State prevailing wage law requirements. Such requirements, where applicable to a trade, obligate payment of minimum specified wages and benefits as determined by the New York State Department of Labor and submission to LIRR of certified payrolls.

Article 5.4 – Affiliates

- A. The Contractor will not employ, retain, or engage any of its Affiliates for the furnishing of goods or services at the LIRR Parking Garages without the prior written consent of LIRR.
- B. In connection with any Subcontracts, the Contractor must fully disclose the nature of the relationship of affiliation and the terms of such agreement or arrangement to LIRR in writing. Additionally, the Contractor must explain in writing why such relationship is in LIRR's best interest, which explanation must address a comparison of the best open market prices.
- C. Throughout this agreement the term "Affiliate" will have the following definition: Any company related to the Contractor including but limited to a parent or other subsidiary of the parent or subsidiary of the Contractor, or a partnership or joint venture to which any of the aforesaid is a party. When used with respect to any person, will also mean (1) if such person is a corporation or limited liability company, such entity and any officer, director, or manager thereof and any person which or who is, directly or indirectly, the beneficial owner of more than 10% of any class of any equity security (as defined in the Securities Exchange Act of 1934) thereof, and, if such beneficial owner is a partnership, any partner thereof, or, if such beneficial owner is a corporation or limited liability company, any person controlling, controlled by or under common control with such beneficial owner or of any officer, director, or manager of such beneficial owner or of any corporation or limited liability company occupying any such control relationship, (2) if such person is a partnership, any partner thereof, and (3) any other person which or who directly or indirectly, controls or is controlled by or is under common control with such person., For the purposes of this definition, "control" (including the correlative meanings of the term "controlling", "controlled by" and "under common control with"), with respect to any person, will mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise. The term "Affiliate" will also mean, when used with respect to any individual, the grandparents of such individual, the grandparents of any other

individual who is an Affiliate of such individual by virtue of any of the foregoing clauses (1), (2) or (3) of this definition, any descendant (whether natural or adopted) of any such grandparents and any spouse of any such descendant.

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CHAPTER VI – COMPLIANCE WITH LAWS

Article 6.1 – Compliance with Laws, Permits, Codes and Standards

- A. The Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, orders, notices, requirements and determinations (collectively, the “Requirements”) which would affect Work if it were being performed for a private corporation including but not limited to the federal Occupational Safety and Health Act rules and regulations and the Americans with Disabilities Act., except where different requirements are specifically set forth in the Contract Documents.
- B. If the cost of compliance with applicable Requirements exceeds \$5,000 in any instance, the Contractor will notify LIRR promptly and obtain LIRR’s prior written approval prior to making the expenditure. If LIRR has a basis for claiming exemption from any such requirement, the exemption will be applied only to the extent authorized by LIRR in writing.
- C. If the Work requires the Contractor to open, alter, remove, damage or otherwise affect property owned by federal, state, municipal or local governments, the Contractor shall obtain in its own name any permits or licenses required to allow such property to be so affected. However, the Contractor shall not apply for any permits or licenses in the name of or in behalf of LIRR, or take any other actions which would subject LIRR to local or departmental laws, ordinances, rules, regulations and orders from which it is exempt.
- D. In general, LIRR is exempt from many New York State and federal requirements. Before the Contractor applies for a specific license, permit or other instrument, the Contractor will give notice of such potential application and request that LIRR specify (i) whether LIRR is exempt from the requirement; and (ii) if LIRR is exempt, whether and the extent to which such exemption will apply.
- E. The Contractor will obtain all licenses, permits or other instruments required for the operation of the LIRR Parking Garages or any portion thereof. All such licenses, permits and other instruments will be obtained in LIRR’s name whenever possible. All such licenses, permits, or other instruments held in the name of Contractor will be held by it on behalf of LIRR and upon the termination or expiration of the Contract, the Contractor will transfer or assign any such licenses, permits, or other instruments to LIRR or to such other person as LIRR may direct.
- F. The Contractor shall, at its own expense, secure and pay for all permits and licenses if and when required. The Contractor shall obtain prior written approval from the Project Manager for any submission the Contractor proposes to make to any municipality, state or local agency or utility.
- G. The Contractor shall comply with all applicable New York State laws including but not limited to New York State Uniform Fire Prevention and Building Code in performing the Work. While LIRR is subject to the New York State building code, code compliance inspection and certification is typically done by LIRR, LIRR agency staff, or a third party acting on LIRR’s behalf. The more stringent state or local ordinances, codes and regulations shall apply in performing the Work. When there is a difference between state and local ordinances, codes and regulations and one is not more stringent than the other, the state ordinance, code or regulation shall apply.
- H. All material, equipment, apparatus, processes and workmanship specified by the number,

symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the Proposal Deadline, except where a particular issue level is specified. Accepted industry practice, utility and Railroad standards shall govern, except in case of conflict between the specifications and the practice or standard, in which case the more stringent shall govern.

- I. The applicable revision level and/or date of all the above shall be the issue in effect at the date of Proposal Deadline. The Contractor must immediately advise the Railroad of any subsequent revision and its impact on price or any other contract items, and request approval from the Railroad to implement such subsequent revisions to the Work.

Article 6.2 – Reports and Returns

The Contractor shall prepare punctually all forms, reports, and returns required by law, obtain the approval thereof by LIRR in writing and thereafter file such forms, reports and returns at least ten (10) days before the filing date.

Section 6.3 – Right to Contest Violations

The Contractor shall promptly notify LIRR of any alleged violation of any Requirement. LIRR will have the right to contest any such allegation and postpone compliance pending the determination of such contest, if so permitted by law.

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CHAPTER VII – ACCOUNTING AND FINANCIAL MATTERS

Article 7.1 – Revenue Collection Funds

- A. The Contractor shall timely collect, on behalf of LIRR, all gross receipts from operations at the Parking Garages, including all parking and enforcement revenues generated therefrom, and deposit one hundred percent (100%) of those receipts into a bank account designated by LIRR.
- B. LIRR shall designate a bank account for deposit of gross receipts collected by the Contractor from the Parking Garage operations (the “Gross Receipts Account”). LIRR shall have sole access to the Gross Receipts Account.
- C. The Contractor shall deposit the gross receipts into the Gross Receipts Account in a timely manner and without delay following collection of the gross receipts.

Article 7.2 – Books and Records

- A. The Contractor will cause to be kept for LIRR accounts, complete books and records of the LIRR Parking Garages, pursuant to methods and systems and in a form approved by LIRR, showing receipts, costs, expenditures, assets and liabilities, and profits and losses, and all other records necessary or convenient for the recording of the financial condition and the results of operations of the LIRR Parking Garages. Such records shall include daily reports of the Contractor’s maintenance and inspection work required by the Maintenance Schedule annexed to the Technical Scope of Work as Appendix 1.
- B. Such accounts, books and records will be (i) segregated from Contractor’s other activities, (ii) kept in a secure location, and (iii) open to inspection by LIRR or its representatives at any reasonable time and without notice.
- C. All books of account and other records concerning the LIRR Parking Garages operations will be the property of LIRR. Upon the effective date of the expiration or any termination of this Agreement, all of such books and records forthwith will be turned over to LIRR so as to ensure the orderly continuance of the operation of the LIRR Parking Garages, and Contractor’s obligation to turn over all such books and records will survive the expiration or termination of this Contract.

Article 7.2a – Chart of Accounts

The format of all financial reports, documents and other statements prepared by Contractor pursuant to this Contract will utilize LIRR’s format set forth in the chart of accounts designated by LIRR from time to time.

Article 7.3 – Monthly Financial Statements

- A. Not later than the fifteenth (15th) day of each month during the Term of this Contract, Contractor will cause to be delivered to LIRR two copies of financial statements (the Monthly Financial Statements) in substantially the form and media designated by LIRR from time to time, prepared in accordance with the system of accounts approved by LIRR, showing the financial condition and the results of operations of both LIRR Parking Garages for the immediately preceding month (or partial month), and for the Fiscal Year to the end of such preceding month and for the

corresponding period of the prior Fiscal Year. Such statement will also contain a detailed month to date and year to date description of other collectible charges.

- B. The Contractor will annex to such financial statement a list of all checks drawn during the period plus copies of all invoices substantiating each item of expense described in that statement. The Monthly Financial Statements will include the following reports:
1. Operating Expense Statement – i.e., a detailed monthly operating statement for the LIRR Parking Garages prepared in a generally accepted accounting format prepared on the comparative basis as specified above.
 2. Variance Analysis – i.e., a descriptive summary of operation of the LIRR Parking Garages during the prior month, highlighting all significant occurrences with explanations. Such explanations should detail the following:
 - All variances of expense items.
 - Actual compared to Approved Annual Operating Budget monthly and year-to-date for the Fiscal Year and for the Revised Budget for the Fiscal Year where the variance exceeds two percent (2%) and /or \$5,000.00 in any period. If, however, a variance does not exceed (2%) and/or \$5,000.00 but is still significant, the variance analysis should highlight such variance. In addition, any anticipated future problem areas should be addressed.
 3. Cash Disbursement Journal – i.e., a statement of disbursements, itemizing each disbursement made during the monthly period by check number, amount, payee, and the nature of the expenditure together with copies of invoice related to such disbursements.
 4. Detailed expenditure report and a copy of the trial balance.
 5. Report disclosing any contract or agreement with, or the payment of money to, any entity which is an Affiliate or otherwise related to Contractor.
 6. Status report regarding all pending legal proceedings or claims instituted by or against Contractor or otherwise affecting the LIRR Parking Garages or any portion thereof.
 7. Description of each repair, which was undertaken or contracted for during such month.
 8. Any other matter or matters relevant to the operation, management, and maintenance of the LIRR Parking Garages, which LIRR has requested Contractor to report on monthly or which should, in any event, be reported to LIRR.
 9. A monthly LIRR Parking Garage monthly utilization report for all garages and surface lot.
- C. All of the above reports will be (i) prepared on an accrual basis and, if requested by LIRR, on a cash basis as well, and (ii) certified as complete and accurate by an officer of Contractor based upon the information available to Contractor as of the date of certification.

Article 7.4 – Annual Financial Statements

On or before May 1 after the end of each Fiscal Year, or after the expiration or termination of the Contract, or after demand therefore by LIRR, the Contractor will cause to be delivered to LIRR five (5) copies of the Annual Financial Statement for the preceding Fiscal Year (or the part thereof preceding the expiration or termination of the Contract), which will consist of a balance sheet with respect to the LIRR Parking Garages as of the end of such Fiscal Year (or the part thereof preceding the expiration or termination of the Contract) and appropriate financial statements with respect to the LIRR Parking Garages for such Fiscal Year to the extent of the Contractor's responsibilities hereunder. The financial statements shall be prepared in reasonable detail in accordance with generally accepted accounting standards consistently applied and the system of accounts approved by LIRR.

Article 7.5 – LIRR's Right to Conduct Audit

LIRR will have the right to conduct an audit of the Contractor and of the LIRR Parking Garage's operations by using its own internal auditors or by employing independent auditors. The books of account and all other records relating to or reflecting the operations of the LIRR Parking Garages will at all times be the property of LIRR and will be available to LIRR and its auditors at all reasonable times, announced or unannounced, for examination, audit, inspection, transcription, and reproduction until the earlier of the date that (i) all such books and records are turned over to LIRR pursuant to Section 7.2 hereof, and provided that all such books and records are actually so turned over to LIRR, or (ii) three (3) years after the termination or expiration of the Contract.

Article 7.6 – Other Reports and Statements

The Contractor will furnish to LIRR as promptly as practicable such other reports, statements or other information with respect to the operation of the LIRR Parking Garages as LIRR may from time-to-time reasonably request. Such information may include the recommendations of the Contractor and Subcontractors in connection with the mechanical installations and the operation of pumps, motors, heating, air conditioning and ventilation systems, water supply, elevators, electrical and all other mechanical equipment and systems at each garage. The reports shall address such issues as maintenance and repair history and warranty issues.

Article 7.7 – Contracts and Other Agreements

The Contractor will maintain records on site and such records shall include subcontracts, financial statements, maintenance records, warranty information and all other documents relating to each Parking Garage. The Contractor's responsibility to maintain records shall include maintenance of records related to preventative maintenance, inspections and service calls and such records shall indicate the type of maintenance/repairs provided with supporting documentation evidencing the Contractor's compliance with its obligations to perform the Work in accordance with the Technical Scope of Work. Duplicate originals of all such documents will be forwarded to LIRR forthwith upon execution thereof.

Article 7.8 – Final Accounting

Following termination of the Contract for any reason, the Contractor will nonetheless be responsible for preparing final accounting within thirty (30) days of said termination, and such responsibility will survive the expiration or termination of the Contract. Such final accounting will set forth all assets, liabilities, current income, all current expenses, and all other expenses contracted for on LIRR's behalf but not yet incurred in connection with the LIRR Parking Garages. The final accounting will also include all other items reasonably requested by LIRR.

Article 7.9 – Tax Returns

The Contractor will file all tax returns for all sales taxes, if applicable, payroll taxes and all other tax returns (other than LIRR’s income tax returns) directly related to the LIRR Parking Garages.

Article 7.10 – Certifications

All financial statements other than those certified by a certified public accounting firm will be certified as true and correct in all respects by a senior financial officer of the Contractor acceptable to LIRR.

CHAPTER VIII – BUDGETS

Article 8.1 – Annual Operating Budget

- A. The Contractor will cooperate with LIRR to jointly develop an itemized annual budget for the operation and management of the LIRR Parking Garages. The Contractor shall submit the following budget information: A monthly pro-forma-operating budget for the first two (2) years of operation. Only the following budget items shall be considered valid Onsite operating expenses:

Direct Payroll	Office/Stationary
FICA	Facility Repairs/Maintenance
SUI	Equipment
FUI	Tickets
Worker Comp.	Signs
Disability	Snow Removal
Pension	Landscaping
Welfare/Health Care	Telephone
Employee Bonding	Insurance/Claims
Uniforms	Advertising
Supplies/Tools	Reserve for contingencies
Management Fee	

- B. All other expenses shall be considered as an expense of the Contractor and are not to be included in the operating budget as direct expenses.
- C. Detailed documentation showing individual line items shall be included if any of the above categories are combined into a common heading such as Payroll Taxes or Employee Benefits.
- D. A detail of the various required insurance costs and associated claims processing fees, if any, shall also be provided. The Contractor shall submit a list and budget for equipment and one time start-up items including but not limited to, revenue collection equipment (based upon proposers’ operations plan) office furniture, litter baskets, etc. Such equipment shall become the property of LIRR upon installation.
- E. The Contractor’s proposed operating budget shall be submitted to LIRR for review and approval. Variations or modifications of line items in the budget are not permitted without prior approval by LIRR. In the case of emergency circumstances, the parties shall promptly negotiate in good

faith and agree upon the necessary variation(s).

Article 8.2 – Contractor Responsibility for Expenditures

The Contractor shall expend its own funds on the day-to-day operations of the facilities, prior to any approved reimbursements by the Railroad as set forth in this Management Agreement.

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CHAPTER IX – TERMINATION

Article 9.1 – Termination for Convenience

- A. LIRR shall have the right to terminate the Contract in whole or in part at any time, irrespective of whether the Contractor is in default, by giving the Contractor written notice to such effect, which notice shall specify the termination date.
- B. Upon any such termination, the Contractor shall waive any associated claims for damages, including loss of anticipated profits. As the sole right and remedy of the Contractor, the Railroad shall pay the Contractor in accordance with subparagraph D below. Those provisions of the Contract, which by their nature shall continue beyond completion of the Work, shall remain in full force and effect after such termination.
- C. Upon receipt of any such notice from the Contracting Officer unless the notice provides otherwise, the Contractor and all its Subcontractors and Suppliers shall:
 - 1. Immediately discontinue Work which can be discontinued without creating a hazardous condition and without causing disruption to the operation or maintenance of the LIRR Parking Garages, on the date and to the extent specified in the notice; provided, however, that the Contractor shall first notify LIRR of what services, or portions thereof, relative to the Work it intends to discontinue prior to discontinuance of such services;
 - 2. Cancel all outstanding commitments for materials, equipment, and services which may be canceled without undue cost and without undue disruption to the operation and maintenance of the LIRR Parking Garages. The Contractor shall notify LIRR of any commitment which cannot be canceled without undue cost and LIRR shall have the right to accept delivery or to reject delivery and pay the agreed upon reasonable costs;
 - 3. Place no further orders or subcontracts for materials, equipment and services, other than as may be necessary or required for the continued operation and maintenance of the LIRR Parking Garages, for completion of such portion of Work under the Contract that is not terminated or as may be required by paragraph 1 above;
 - 4. Assist LIRR, as specifically requested in writing, in the maintenance and protection of the property used for the Work under the Contract.
- D. Subject to compliance with the foregoing and any other applicable provision of the Contract, LIRR, upon any such termination, may pay the Contractor the following:
 - 1. All amounts due and not previously paid to the Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice;
 - 2. The Management Fee(s), pro-rated as applicable, for all Work satisfactorily performed and accepted by LIRR.
 - 3. The reasonable costs incurred pursuant to subparagraphs C.1 through C.4 above not included

in the Management Fee(s) as set forth in the Contract;

4. Any other reasonable costs incidental to such termination of the Work.
- E. If requested by the Railroad, the Contractor shall immediately assign those subcontracts, which LIRR designates, to LIRR in accordance with the Article entitled "Subcontracts".
- F. The Contractor shall submit to LIRR a cost statement for the aforesaid amount in such reasonable detail as the Railroad shall request, within sixty (60) days after such date of termination. The Contractor, subject to negotiation, investigation and verification confirming that the amounts claimed are fair and reasonable, shall negotiate a settlement of the cost statement with LIRR subject to approval by LIRR, which approval shall not be unreasonably withheld. LIRR will finalize the settlement, issue a contract modification that incorporates the terms of the settlement and pay the amount of the settlement to the Contractor. LIRR shall not be liable to the Contractor for any damages to the Contractor resulting from such termination of the Contract or for loss of anticipated profits with respect to the remainder of the Work.
- G. Upon termination of the Contract, LIRR will have the right, at its sole election and discretion, to enter into any other agreement for the operation of the LIRR Parking Garages with any other the Contractor under any terms and provisions.

Article 9.2 – Termination by LIRR for Contractor’s Default

This Contract may be terminated by LIRR at any time during the Term hereof upon written notice to the Contractor effective immediately for any material breach of the Contract.

Article 9.3 – Orderly Transition

In the event of any termination or expiration of the Contract, the Contractor will: (a) provide an orderly, smooth transition of the management and operation of the LIRR Parking Garages to LIRR or to an operator or manager designated by LIRR and to cooperate with LIRR or such operator or manager. In this regard, the Contractor will immediately or at such time specified by LIRR, deliver to LIRR or whosoever LIRR will designate (i) any and all keys, materials and supplies, copies and originals of plans, books, records, contracts, leases, licenses, permits, and any and all other records and documents, whether or not enumerated herein, pertaining to the LIRR Parking Garages, (ii) all monies of LIRR on hand and in any bank account, (iii) any and all monies due to LIRR under the Contract, accrued during the term of the Contract, but received after the effective date of expiration or termination, and the Contractor will cooperate to do all other things reasonably necessary to cause an orderly transition of the operation and management of the LIRR Parking Garages without detriment to the rights of LIRR or to the continued operation and management of the LIRR Parking Garages, and (iv) submit to LIRR Annual Financial Statements covering the matters set forth in Section 7.4 with respect to the period between the date of the last Annual Financial Statements submitted by the Contractor pursuant to Section 7.4 and the date of the termination of the Contract; and (b) assign to LIRR or terminate, such contracts as specified by LIRR. LIRR will have the right to withhold amounts due to the Contractor pursuant to the terms of the Contract until the Contractor has delivered to LIRR all required items to LIRR in accordance with this Article 9.3. The provisions of this Article 9.3 will survive the expiration or termination of the Contract.

Article 9.4 – Rights which Survive Termination or Expiration

Termination or expiration of the Contract will in no event terminate or prejudice any claim or cause of action arising out of or accruing in connection with the terms of the Contract which one party may have against the other provided that the Contractor's receipt of final payment will constitute the Contractor's release of any such claim or cause of action against LIRR exempt for specific claims and causes of action set forth in a notice that is sent to LIRR prior to such receipt.

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CHAPTER X – LIRR RISK MANAGEMENT INSURANCE & INDEMNITY

Article 10.1 – Indemnification of the Indemnified Parties

- A. The Contractor will indemnify, defend (with counsel reasonably satisfactory to LIRR), and save harmless individually and collectively the following: (i) LIRR, (ii) the Metropolitan Transportation Authority and (iii) LIRR’s current and future subsidiaries and affiliates, and each of their respective directors, officers, agents, and employees (all individually an “Indemnified Party”, and collectively, the “Indemnified Parties”) from and against all claims, costs, expenses, damages, judgments, losses and liabilities (collectively, “Liabilities”), including, but not limited to Liabilities resulting from or consisting of (a) any damage to tangible and intangible property and bodily injury to, or death of, persons, and personal injury including defamation, invasion of privacy infringement, and false arrest (including, but not limited to, the property and persons of the parties hereto and their respective directors, officers, agents, contractors, subcontractors and employees), (b) any commissions or fees payable to outside brokers not previously approved in writing by LIRR, and (c) all legal costs and attorneys’ fees and disbursements in connection with any Liabilities, from any cause whatsoever arising out of, incidental to, or in connection with the Contractor’s services under this Agreement, whether or not caused by or in connection with or arising out of any acts or omissions attributable to the Contractor or its directors, officers, agents, employees, contractors and subcontractors, or any Indemnified Party, except to the extent that the Liability is due to the negligence of an Indemnified Party. In the event of any dispute as to whether or not the Contractor has an obligation to indemnify an Indemnified Party pursuant to the provisions of the Agreement, the Contractor will nevertheless defend the Liabilities until such dispute is finally resolved by an unappealable decision or order of a court of competent jurisdiction. The provisions of this subsection 10.1 will survive the expiration or earlier termination of this Agreement.
- B. The Contractor will obtain as of the commencement date hereof and maintain throughout the Term hereof the insurance as required and specified in the Contract Documents. The Contractor will furnish to LIRR and MTA Risk Management Department (“MTARMD”) certificates of insurance satisfactory to them evidencing the fact that the Contractor maintains the insurance required, and which provide that LIRR and MTARMD shall be given thirty (30) days prior written notice of any cancellation or material change thereof. The insurance required as aforementioned must cover the Contractor’s and Subcontractor’s liability arising out of the LIRR Parking Garages and all liabilities arising out of the Contractor’s activities at the LIRR Parking Garages. The Contractor will be responsible for all deductible amounts under all insurance policies, and LIRR will not be obligated to reimburse Contractor for any expense for a deductible specified in an insurance policy.

Article 10.2 – LIRR to Approve Insurance Companies

All insurance required to be carried by Contractor and any Subcontractors will in the form and substance set forth in the Insurance Requirements set forth in the Contract Documents and be written with companies acceptable to LIRR and MTARMD that are licensed to do business in the State of New York.

Article 10.3 – Contractor’s Duties in Case of Loss

The Contractor will:

- A. Promptly and timely notify the Railroad and the MTARMD of any fire or other damage to the LIRR Parking Garages; in the event of any serious damage to the LIRR Parking Garages,

telephone the MTARMD so that an insurance adjuster may view the applicable Garage before repairs are started, but in no event will Contractor settle any losses, complete loss reports, adjust losses or endorse loss drafts on behalf of LIRR without prior written consent of Insurance Representative.

- B. Promptly notify Insurance Representative and Asset Manager of any personal injury or property damage occurring to or copies to the Asset Manager, with originals to Insurance Representative, of any summons, subpoena, or other like legal document served upon Contractor relating to actual or alleged potential liability of Ground Lessee, LIRR, the Contractor or the LIRR Parking Garages.

Article 10.4 – Contractor’s Duties in Case of Lease or Purchase

The Contractor agrees to notify its Insurance Representative prior to the purchase or lease of automobiles, equipment, or other tangible property being purchased or obtained in connection with this Management Agreement.

Article 10.5 – Compliance with Requirements

The Contractor will comply with and abide by all rules, regulations, requirements, orders, and notices of the Board of Fire Underwriters and all other similar bodies. The Contractor will not permit and shall take all possible steps to prohibit the use of the LIRR Parking Garages for any purpose that will void any policy of insurance or which might render uncollectible any loss thereunder.

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CHAPTER XI – NOTICES

Article 11.1 – Notices

- A. All notices, correspondence, reports, schedules, statements or demands required, permitted, or desired to be given under this Agreement (collectively, the “Notices”) shall be in writing and submitted, except as otherwise provided herein, to the Project Manager and the Contracting Officer. Such Notices shall be deemed effectively given when addressed as set forth in paragraph B, and if to Contractor, at Contractor’s address identified in the RFP, or to such other address as LIRR or Contractor will from time to time designate in the manner herein provided, (i) on the third day after mailing by prepaid certified or registered mail, return receipt requested, (ii) on the day of delivery, if by hand delivery, (iii) on the date of telephone confirmation, if by facsimile with telephone confirmation of receipt and certified or registered mailing on the following business day, or (iv) one day after entrusting to overnight courier, if sent for next day delivery. Notwithstanding the foregoing, routine communications, such as monthly statements and day-to-day communications concerning normal operations of the LIRR Parking Garages, may be mailed by ordinary first-class mail.
- B. Notices shall be deemed sufficiently delivered if sent or delivered as follows:
- MTA Long Island Rail Road Company
LIRR Jamaica Station
144-15 Archer Avenue
M/C 2907
Jamaica, NY 11435
Attn: Mr. Chris Long, Project Manager

and

 - MTA Long Island Rail Road Company
Procurement and Logistics Department
333 W. 34th Street, 10th Fl.
New York, NY 10001-2402
Attn: Mr. Louis R. Drago, Contracting Officer
- C. The Contractor shall reference the Contract number in all such Notices.

Article 11.2 – Notice of Any Governmental Action or Third-Party Suit

- A. The Contractor shall immediately advise the Railroad in writing of all actions or proceedings, including third party actions, threatened to be commenced or actually commenced or in any judicial or other forum, wherever such forum may be located, within or outside the United States or settlements or judgments thereof (1) against the Railroad, MTA or its subsidiaries or affiliates and (2) for any claim arising out of or related to the Work, or any claims based on the theories of professional liability, negligence, product liability, design defect, breach of contract, or with respect to professional discipline and or licensing compliance within a two-year period immediately preceding the date of this Contract and at any time thereafter until of the Work under the Contract is completed. Such notice shall be directed to the Project Manager, the Contracting Officer and LIRR’s General Counsel. The Contractor must furnish the Railroad with a list of such actions or proceedings, which includes the full caption or title of each matter, index number or other identifying number, the name, address and telephone number of the tribunal

before which the matter was brought, status of each matter and, if pending, the amount of exposure to liability, the amount of any settlement or judgment. The Railroad may elect to deem failure to comply with this provision as a material breach of the Contract.

- B. The Contractor will fully cooperate, and will cause all its employees to fully cooperate, in connection with the prosecution or defense of all legal actions and proceedings affecting the Work and the LIRR Parking Garages.

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CHAPTER XII – MISCELLANEOUS

Article 12.1 – Governing Law and Venue

- A. This Management Agreement shall be governed and construed in accordance with the laws of the State of New York without regard for conflicts of law principles.
- B. Any action or proceeding brought by a party hereto against the other party will be brought in the applicable court of the State of New York in New York County.

Article 12.2 – No Modification

This Management Agreement shall not be modified, except by a writing executed by duly authorized representatives of the parties.

Section 12.3 – Successors and Assigns; No Third-Party Beneficiaries

All terms, conditions, and agreements herein set forth will inure to the benefit of, and be binding upon the parties, and their respective authorized and pre-approved successors and assignees. Nothing contained in this article will be construed to modify the provisions of the article entitled “Independent Contractor”. Notwithstanding any provision hereof to the contrary, it is agreed that none of the rights, benefits, or obligations of LIRR hereunder or of any of the other Indemnified Parties hereunder will run to, or be enforceable by, any party, except by the Contractor solely to the extent expressly specified in this Management Agreement and the Contract.

Section 12.4 – Waiver; Limitation of Actions and of Liability

The failure of either party to insist upon a strict performance of any of the terms or provisions of this Management Agreement or to exercise any option, right or remedy herein contained, will not be construed as a waiver or as a relinquishment for the future of such term, provisions, option right or remedy, but the same will continue and remain in full force and effect. No waiver by either party of any terms or provisions hereof will be deemed to have been made unless expressed in writing and signed by such party. In the event of consent by LIRR to an assignment of this Management Agreement, no further assignment will be made without the express written consent of LIRR. No action will lie or be maintained by Contractor against LIRR, or any other Indemnified Party or any affiliate of any Indemnified Party upon any claim arising out of or based upon this Management Agreement or by reason of any act or omission or requirement of any Indemnified Party or affiliate of any Indemnified Party unless such action will be commenced before the earlier of the date that is (i) one year after the date of termination or expiration of this Agreement, or (ii) two years after the claim accrues. Notwithstanding any provision in the Civil Practice Law and Rules or any provision of law to the contrary, no additional time will be allowed to begin anew any other action if an action commenced within the time herein limited be dismissed or discontinued. No director, officer, employee, or agent of LIRR or any other Indemnified Party will be personally liable to operator under any term, condition, covenant, or obligation expressed in this Management Agreement or implied hereunder or for any claim or damage or cause at law or in equity arising out of this Management Agreement, nor will resort be had to the private property of any such director, officer, employee, or agent for the satisfaction of any claim arising under or in connection with this Management Agreement.

Section 12.5 – Severability

In the event any section, article, sub-article, paragraph, sentence, clause, or phrase contained in this Management Agreement shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, the other sections, articles, sub-articles, paragraphs, sentences, clauses or phrases of the Management Agreement, shall remain in full force and effect. In such event, this Management Agreement will be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship upon LIRR or the Contractor or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Management Agreement.

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LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPG) and Westbury South Surface Lot

Appendix 1

TECHNICAL SCOPE OF WORK (TSOW)

OPERATIONS AND MAINTENANCE PROGRAM

The useful life of a parking structure is directly proportional to the level of maintenance performed by the Contractor. To maintain the Parking Garages and one surface lot, the Contractor shall perform the specific procedures set forth in this Operations and Maintenance Program, which includes the checklist sections below:

The Operations and Maintenance Program is divided into the following sections:

Section 1	Cleaning
Section 2	Doors and Hardware
Section 3	Electrical Systems
Section 4	Elevators
Section 5	Landscaping
Section 6	Painting
Section 7	Plumbing Systems
Section 8	Roofing and Waterproofing
Section 9	Safety Checks
Section 10	Snow and Ice Control
Section 11	Security Systems
Section 12	Signs (Graphics)
Section 13	Structural System
Section 14	Revenue Collection System
Section 15	General Repairs
Section 16	Emergency Generator (WNPG and WPF)
Section 17	Parking Guidance System

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPB) and Westbury South Surface Lot

SECTION 1 - CLEANING

The Contractor shall implement a scheduled housekeeping program for the Parking Garages to ensure that it maintains a clean and attractive parking facility to ensure a pleasant and safe environment for commuter convenience and to prolong the life of the Parking Garages. Housekeeping shall include but is not limited to: sweeping and trash pick-up; window cleaning; restriping; lighting fixture cleaning and re-lamping; power washing; graffiti removal; drain cleaning; general repair and maintenance of signs; security systems check; mowing grass; pruning trees and shrubbery; and seasonal maintenance of the irrigation systems. The Contractor shall perform more intensive maintenance efforts on an annual basis (or more frequently, if needed), including, but not be limited to: wash down of parking floors; door and hardware maintenance, painting, roof and waterproofing maintenance, sign and structural system maintenance and surface lot maintenance.

During the winter months, standing chloride laden (salt) water can increase the number of freezing and thawing cycles resulting in damage to concrete surfaces, corrosion of reinforcing and "through-slab" leakage. If salt or chemical deicers are not swept up, they will remain available to redissolve and penetrate the slab

Elevator lobbies or foyers, elevator cab floors and entrance and exit lanes are to have daily cleaning by sweeping or mopping. Stairs should be cleaned on the same frequency as the parking areas unless they are heavily used and require additional cleaning. They should be checked daily for trash and swept three (3) times a week. Stair handles are to be cleaned, each time the stairs are swept.

Particular care should be given to weekly cleaning of the elevator cab doorsills and the floor sill tracks or grooves. Dirt in these tracks can cause the elevator doors to malfunction. Other areas that need to be cleaned on a weekly basis include walls in elevator cabs and walls in other areas used by the public.

Windows in lobbies, stairways, and pedestrian bridges, should be washed monthly or quarterly depending upon their soiled condition.

The frequency of cleaning of other areas within the garage such as fire protection rooms, electrical rooms, machine rooms, curbs and sidewalks are to be done at least on a monthly basis.

SECTION 2 - DOORS AND HARDWARE

All doors are to be checked at least weekly for proper operation. The inspection should include latch sets, panic hardware, door closers, hinges, locks, etc. This lubrication should be scheduled in accordance with the manufacture's recommendations and procedures.

If a door malfunctions, it must be repaired immediately. Proper maintenance and repair will provide LIRR with the safety and security that was designed into this structure. In addition, it will avoid potential code violations and fines cited by local building and fire officials during their inspections.

SECTION 3 - ELECTRICAL SYSTEMS

Lamps and/or ballasts are to be replaced, either when needed or by scheduled replacement of all lamps based on anticipated lamp life. Replacement lamps and ballasts should be kept in stock on site.

Pedestrian "exit" lights are to be visually checked daily and replaced immediately if not functioning.

Semi-annual inspection of all electrical distribution panels is required. Damaged or rusting panels are to be repaired, cleaned, repainted or replaced if needed.

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPNG) and Westbury South Surface Lot

Electrical conduit exposed to water leaks must be cleaned and protected. Damaged conduit, conduit which is not well supported or conduit which has exposed wiring must be replaced or reinstalled. Outlets should be working, with cover plates attached. All junction boxes must have covers attached and closed.

Parking garages have an operating voltage of 277/480 volts for all fixtures and equipment. Electrical inspections and repairs must be performed by a licensed electrical firm.

SECTION 4– ELEVATORS

The Contractor shall review all lights including cab ceiling lights and cab and hall indicator lights that must be checked daily. Hallway lights shall be replaced, and cab lights shall be replaced by the elevator company. The Contractor shall provide regular (twice a day) cleaning of elevator cabs with floors mopped. Cleaning agents shall be equipment friendly and not corrosive or cause electrical deterioration of components. The Contractor shall keep hoist ways, exteriors and elevator pits clean and free of dirt and rubbish and shall not allow water to accumulate in the elevator pits. Power washing of elevator doors, devices or interior shall be prohibited. The contractor shall do daily checks for, and immediately mitigate any water leakage into the elevator shaft. The contractor shall immediately notify LIRR of any performance, maintenance, operational or safety issues identified during its periodic checks. The Contractor shall send a notification email to: lirrstationissues@lirr.org and lirrelevatorescaltornotification@lirr.org whenever elevator shuts down or issue occurs. Contractor personnel shall diligently check the equipment 4 times a day starting at 5am and every 6 hours. The equipment will be service and maintained by an elevator service company under contract on all other LIRR owned elevators. The LIRR contract will include all safety and maintenance inspections required by the ASME A 17.1 with prescriptions in A17.2 Preventive maintenance, repairs, inspections and shut downs shall be handled in accordance with LIRR/EEOC TSOWs and as recommended by the manufacturer.

SECTION 5 - LANDSCAPING

A well-maintained landscape helps to promote and enhance the appearance of the parking structure with the public. The type of plants and/or vegetation located around the parking garage will require proper maintenance.

SECTION 6-PAINTING

All painted surfaces must be inspected annually. Small rust spots must be cleaned and touched up each year. Painting/touch up of any structural steel will require LIRR approval in advance. Complete repainting of certain elements may be required. Frequency of maintenance varies by type of paint and the exposure conditions.

Before performing any preventative or routine maintenance on the paint system, the Owner should be aware that a paint's effectiveness as a protective coating depends upon its adherence to the underlying surface. Therefore, before painting any surface, it is extremely important to properly clean and prepare that surface. Preparation for painting may include removal of rust, removal of prior coats of paint, application of caulking or sealant, waterproofing of concrete or masonry or other preparations appropriate to the surface and exposure conditions. Paints should be carefully selected for each particular application.

Handrails and guardrails serve safety functions. They must be inspected and painted at intervals as required to ensure their structural integrity.

Regular painting of exposed metals such as doors, doorframes, pipes, and pipe guards not only helps prevent corrosion but also provides a pleasant and well-kept appearance. Metal pan stairs must be inspected and painted on a regular basis.

Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPg) and Westbury South Surface Lot

Parking stall striping is a basic element of all parking garages. Stall striping should be repainted whenever the painted stripes fade or deteriorate.

SECTION 7 - PLUMBING SYSTEMS

Neglect of the storm water drainage system may have expensive consequences. Floor drain inlets and basins must be kept clear of rubbish and sediment to prevent clogging and pounding. Drains in the lowest level may have backflow preventers, which must be checked for proper operation. When washing down floors, temporary filters of burlap should be put over the drain inlets to keep them clean. Periodically, and especially before and after wash downs, sediment basins and traps must be checked and emptied to ensure proper function.

The Fire Protection system designed for the parking garage is a dry standpipe system. Only qualified people shall perform inspection and servicing. Each standpipe is interconnected and supplied through a Siamese connection at street level. The hose bibs must be checked periodically for lubrication and damaged threads. Dry systems shall be left dry and drained after each use. Any impairments or damage to the Fire Protection system should be reported immediately to the LIRR-Office of the Fire Marshal.

The Domestic Water Supply piping used for wash downs will be exposed to freezing temperatures and must be drained each fall. Hose bibs must be checked for operation and freedom from corrosion.

For all systems, the pipes, sleeves and pipe hangers must be kept free of rust.

SECTION 8 - ROOFING AND WATERPROOFING

The waterproofing applications included in the parking Garages are:

- EDPM membrane roofs over stair and elevator towers
- Joint sealants for construction and control joints
- Pre-molded floor expansion joints
- Sealants or gaskets for doors and windows.
- Concrete deck sealant

All waterproofing systems have limited life spans. The electrometric materials used for joint sealants and expansion joints have a life expectancy of five to eight years. Materials in areas exposed to direct sunlight will often have a shorter life span.

It is recommended that all areas of the parking garage be inspected for water leakage monthly. Where leaks and damages have occurred, repair or replacement of the waterproofing element must be made as soon as practical.

Roofing should be inspected from the underside for leaks during scheduled cleaning of the elevator shaft and stair towers. Bubbles in the roof membrane are an indication of deterioration and must be repaired before they break and admit moisture.

The protective concrete sealer used on all supported slabs is a liquid applied product which protects and preserves concrete by filling the concrete pores and sealing against penetration by water-borne deicing salts and other deleterious contaminants. When properly applied and periodically renewed, this material will also provide additional protection against freeze-thaw damage, corrosion and excessive wear.

Sealants are used to fill control and construction joints in walls and floors against moisture intrusion. The materials may be self-leveling or non-sag depending on whether they are intended for use on horizontal or vertical surfaces. Sealants are intended to remain relatively soft and flexible throughout their service lives

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPG) and Westbury South Surface Lot

and are designed for exterior use. Sealants specified by MPS meet or exceed the requirements of Federal Specifications TT S-002270E, for Sealants, Class A, Type I and 2, self-leveling and non-sag.

Prefabricated, pre-molded expansion joint sealants installed by experienced factory-approved contractors have the same function as those for control of construction joints. However, expansion joints are more vulnerable to wear because they are directly exposed to wheel traffic.

All sealants must be inspected yearly for wear. Expansion joints are susceptible to tire abrasion and tearing by snow removal equipment. Sealants that have failed admit moisture, which can cause deterioration, and corrosion of the concrete substrate and steel reinforcing. The manufacturer and/or installer of the sealant should be consultant for the proper materials and methods or repair.

SECTION 9 - SAFETY CHECKS

All handrails, guardrails, ramp rails, guardrail cables and supports, tube rails and any other perimeter/fall protector must be checked monthly. If they are damaged from impact or corrosion, it is recommended that they be replaced. Handrails especially should be checked monthly to verify that they are rigid, undamaged and can serve their intended purpose. Less susceptible to damage, but equally deserving of periodic safety checks, are concrete or masonry attached wall guardrails and stair handrails, wall rails, etc. located within and around stairwells.

Most building codes require illuminated exit signs to be placed by each stairway on all floors and at other points of pedestrian egress. These illuminated signs must be checked daily to see that the light bulbs are working, and the sign face is intact.

Special emergency lights (K-Fixtures) must be checked monthly for proper operation.

Fire safety equipment should be checked monthly. This includes standpipes, hose bibs, fire protection systems and emergency generators. Elevator cabs are set up with an emergency recall system and telephones. These must be checked daily for proper operation.

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPB) and Westbury South Surface Lot

SECTION 10 - SNOW AND ICE CONTROL

As a rule, the axle weight of any snow removal apparatus should be kept below 4,000 pounds to avoid exceeding the parking garage slab design criteria.

The snowplow blade must not be allowed to damage the concrete floor, construction and control joints, sealants, toppings or expansion joints and curbs. A heavy rubber cutting edge must be fitted to the bottom of the plow's steel edge with shoes designed to keep the edge about one inch above the floor. A mechanical snow broom attachment is useful for light snowfalls.

Snowfall sufficient to hamper parking operations should be removed. If the snow is left in piles, avoid loading the floor slab beyond the 50 pounds per square foot design capacity. Piles should not be located where snowmelt will flow across driving aisles. Melt water may refreeze at night, leaving ice patches in the aisle. Ice chunks dropping from vehicles should be shoveled out of the way or disposed of daily.

If the snow is removed over the exterior sides, care must be taken to avoid damaging any walls, precast panels, connections, sealants or other elements of the parking structure.

Ice buildup on the parking decks may be controlled by using heated sand or a mixture of sand and salt. Do not apply deicing chemicals containing chloride directly to concrete unless extremely icy conditions exist. Small amounts of salt (3 to 6 percent by weight) added to sand can be very effective at increasing traction, preventing skidding problems and removing ice build-up.

Drains must be protected against runoff-related sand accumulation during ice control operations. Temporary burlap or straw filters must be used to prevent drain clogging and possible damage to drainage systems.

A record of the frequency and the uniformity of the application of the deicing chemicals used should be kept for maintenance purposes.

SECTION 11 - SECURITY SYSTEM

All parts of the security system and CCTV system shall be checked daily but a minimum weekly to verify that the system is operating properly. Any deficiencies must be reported immediately to LIRR Office of Security. In the event that LIRR security or other personnel need to access the CCTV system for any reason, the Contractor shall assist in providing access to LIRR/other personnel.

It should be noted that the smoke detectors and heat detectors located within the elevator lobbies, elevator machine room and elevator shaft only serve the purpose of elevator recall. They do not indicate which floor a fire is located on.

SECTION 12 - SIGNS (GRAPHICS)

Interior and exterior signage for the parking structure plays an important role in directing and informing the public. These signs may include illuminated signs, non-illuminated signs of plastic or sheet metal or other graphics painted on walls, floors, beams or ceilings.

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPB) and Westbury South Surface Lot

The Contractor shall assess signage at the Parking Garages upon transition from the prior operator and replace signage as required and/or as directed by LIRR.

All mounted signs must be checked weekly to verify that they are securely anchored in place.

Replacement, repainting or washing should be done as required to maintain all signs and graphics in a clean and legible condition. Check daily to ensure that there are no obstructions to the visibility of the signs.

SECTION 13 - STRUCTURAL SYSTEM

In any parking structure, the floor slabs are subject to the most severe conditions of load, wear and exposure. The concrete floors, containing steel reinforcement, post-tensioning cables, construction joints, expansion joints, drain piping, etc. are susceptible to premature deterioration if not properly maintained. The concrete used in the elevated decks contains micro-silica concrete additive. However, if it is not properly maintained it can deteriorate.

The types of deterioration, which tend to occur in concrete floors, are spalling, cracking, leaching, scaling and joint deterioration. To prevent these types of deterioration and to maintain the warranty, the floors must be cleaned and resealed at the intervals listed in the checklist and discussed in earlier sections of this program.

Floor slabs at entrance and exit lanes are the areas most exposed to deicing salts. Areas where cars turn to change direction are subject to heavier wear than other floor areas. These areas should be monitored closely for premature deterioration and wear and treated appropriately.

SECTION 14 - REVENUE COLLECTION SYSTEM (RCS) STANDARDS

All parking meters should be inspected, cleaned/wiped down and attended to, if needed, on a daily basis. All preventive maintenance instructions should be followed per the manufacturer's operation standards. Records of machine maintenance and repairs should be kept by the contractor and available for review upon request.

Component Repair

1. Contractor will ensure that all parts used to service any and all multi-space meters will be genuine repair parts and that there is a sufficient quantity of repair/spare parts on hand.

SECTION 15 - GENERAL REPAIRS

The Contractor shall identify not less than monthly, or earlier if the circumstance requires, required repairs and advise LIRR promptly of such repairs. Except as otherwise provided herein, and subject to LIRR's approval, the Contractor shall perform repairs including, but not limited to, patching of potholes removal and replacement of pavement and replacement of sealants, caulking and expansion joints.

At the request of LIRR, the Contractor shall also contract on behalf of LIRR structural and non-structural repairs, alterations and maintenance for the Parking Garages. In such case, the Contractor shall supervise the contracted work.

LIRR Contract No. TBD
Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPG) and Westbury South Surface Lot

SECTION 16 - EMERGENCY GENERATORS

The Contractor shall provide monthly services to inspect emergency diesel generator. The inspections shall cover the WNPG and **WPF** Parking Garages as follows:

- Check engine fluid levels for normal operating range.
- The contractor shall periodically provide fuel deliveries of premium blended diesel fuel that shall be reimbursed by the LIRR.
- Check air intake system for engine to outside air source for - condition/security.
- Check exhaust system from engine to outlet for condition/security.
- Check cooling system from engine and day-tank to storage tank for condition/security.
- Check fuel system from engine and day-tank to storage tank for condition/security.
- Check engine mounts for condition/security.
- Check cranking system for condition/security.
- Check control panel for proper indications and settings for test run.
- Start and run generator at no load and make appropriate entries on generator manufactures checklist.
- Note any unusual conditions and add load available to observe generator and appropriate switchgear function.

SECTION 17 – PARKING GUIDANCE SYSTEM (WNPG ONLY)

The Contractor shall inspect the system daily to ensure proper operation. Any errors should be called into Q-Free at 978-443-2527 for troubleshooting and maintenance.

LIRR Contract No. TBD

Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPg) and Westbury South Surface Lot

Appendix 1 - LIRR Parking Garages Maintenance Requirements

APPENDIX I: Maintenance Requirements		Daily	Weekly	Monthly	Quarterly	Semi Annually	Annually	Other (See Notes) 1	
1. Cleaning	Sweeping - localized		X						
	Sweeping- all areas (including curbs)		X						
	Expansion joints		X						
	Empty trash receptacles	X							
	Wash trash receptacles		X						
	Toilets	Floors, Fixtures	X						
		Walls		X					
	Facility Offices	Floors, Fixtures	X						
		Walls, Glass		X					
	Elevators	Floors, Doors, Tracks	X						
		Windows, Glass Backs			X				
	Stairs	Floors, Handrails	X						
		Windows					X		3
	Pedestrian Overpass	Floors	X						
		Windows			X				
		Wash down parking floors							
		Mop liquids/oil spills	X						
	Remove graffiti	X							
	Remove pigeon drooping's	X							
	Lamo glass and other illuminated surfaces (exit signs, etc.						X		
	Parking control equipment, telephone other installed equipment		X						
2. Doors and Hardware	Doors close and latch properly	X							
	Mechanized doors	X							
	Lubricate mechanized doors			X					
3. Electrical System	Check light fixtures and exposed conduit		X						
	Re-lamp fixtures		X						
	Special units - inspect							3	
	Distribution panels					X			
4. Elevators	Check for normal operations	X							
	Check indicators and other lights	X							
	Preventive maintenance service - LIRR Responsibility						X	3	
5. Heating, Ventilation, & Air Conditioning (HVAC)	Check for proper operation		X						
	Check ventilation in enclosed or underground garage	X							
	Preventive maintenance service				X			3	
6. Landscaping	Remove trash	X							
7. Painting	Check for rust spots	Doors and door frames			X				
		Handrails and guardrail			X				
		Pine awards, exposed pipes and conduits			X				
		Other metal			X				
	Check for appearance	Striping			X				
		Signs			X				
		Walls				X			
		Curbs			X				
		Touch-up paint			X				
Repaint							2		
8. Parking/Revenue Control Equipment	Check for proper operation	X							
	Preventive maintenance							3	

LIRR Contract No. TBD

Manage, Operate and Maintain the Mineola Intermodal Center Parking Garage (MICPG), Ronkonkoma Parking Garage (RPG), Wyandanch Parking Facility (WPF), Westbury North Parking Garage (WNPB) and Westbury South Surface Lot

9. Plumbing/Drainage Systems	Check for proper operation	Sanitary facilities	X					
		Storm Filters				X		X
		Floor drains			X			
		Oil water separator			X			
		Sand interceptor			X			
	Fire protection system				X			3
	Drain water systems for winter							X
	Check for icy spots		X					
	Remove snow and ice		X					
10. Roofing and waterproofing	Check for leaks	Roofing			X			
		Joint sealant in floors			X			
		Expansion joints			X			
		Windows, doors and walls			X			
	Floor membrane areas			X				
Check for wear and deterioration					X			
11: Safety Checks	Carbon monoxide monitor		X					
	Handrails and bollards and fence			X				
	Exit lights		X					
	Emergency lights		X					
	Tripping hazards		X					
12. Security System	Check for proper operation	Call boxes	X					
13.. Signs (Graphics)	Check signs for:	In place		X				
		Clean				X		
		Legible				X		
		Illuminated		X				
14 Structural System	Check for:	Floor surface deterioration				X		
		Water leakage				X		
		Cracking: of concrete				X		
		Rusting of steel				X		
	Repairs							As per engineer's recommendations
	Replace protective concrete floor coating							As per engineer's recommendations
15. Emergency Generator	Service Check for proper operation				X			
Notes: 1. Parking Structure includes all appurtenances such as the pedestrian overpass and stair/elevator towers.								
2. Equipment must be under service contract for preventive maintenance/emergency service. Equip. Manufacturer's recommendations for inspection/preventive maintenance should be followed.								
3. A frequency should be selected that is appropriate for the element in the parking structure. Spot repairs or replacements should be performed as needed.								