



AECOM Project Number 60430183
AECOM Project Name DDC- Build it Back-Scoping and Design Services
AECOM PO Number _____

CONSULTING SERVICES SUBCONTRACT

This Consulting Services Subcontract ("Subcontract") effective this July 31, 2015, is by and between AECOM USA, Inc., ("AECOM") and [REDACTED] Inc a LLC formed in New Jersey, ("Subconsultant"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **SCOPE OF SERVICES** Subconsultant shall perform the services set forth in **EXHIBIT A** ("Subcontracted Services"), attached and incorporated herein by reference.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Subcontract shall have the effective date as set forth above and shall remain in force until all obligations related to the Subcontracted Services have been fulfilled, unless sooner terminated as provided herein.

3. COMPENSATION AND PAYMENT

3.1 Subconsultant shall be paid for the proper performance of the Subcontracted Services as set forth in **EXHIBIT B** ("Compensation and Payment"), attached and incorporated herein by reference.

3.2 If a rate schedule is included in this Subcontract, it shall be set forth in **EXHIBIT B-1** ("Rate Schedule").

4. **INCORPORATION OF PRIME CONTRACT** Subconsultant assumes toward AECOM all of the obligations and responsibilities that AECOM assumes toward The City of New York, Department of Design and Construction, Division of Public Buildings ("Client") in the contract between AECOM and Client dated April 17, 2015 ("Prime Contract") as they relate to the Subcontracted Services. The Prime Contract is set forth in **EXHIBIT C**, attached and incorporated herein by reference. Unless otherwise set forth in Article 25 (Special Terms and Conditions) in the event of a conflict or inconsistency between this Subcontract and the Prime Contract, the more stringent provision shall apply.

5. **NOTICE** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO AECOM:

AECOM USA, Inc.
125 Broad Street, 15th Floor
New York, NY 10004
Attn: Ehab Shehata, Vice President

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071