

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
STANDARD FORM OF AMENDMENT OF CONSULTANT CONTRACT**

This is an amendment to the Contract entered into by New York City Economic Development Corporation (NYCEDC), a local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, having an office at 110 William Street, New York, New York 10038, and the Consultant:

Consultant's Name:	CH2M HILL New York Inc.				
Address:	22 Cortlandt Street, 31st Floor New York, NY 10007				
Contract No:	59250001	Contract Date:	2/05/2015	Project No:	5925
Project Name:	WATERFRONT INSPECTION MANUAL UPDATE				
Type of Services:	Consulting Services				

A copy of the Contract and copies of any and all prior amendments are attached hereto as Exhibit A.

The Contract is hereby amended as follows:

Amendment No:	2	Effective Date:	April 1, 2016
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TYPE OF AMENDMENT

<input type="checkbox"/> Extension of Term	Extension Date:	
<input type="checkbox"/> Increase in Maximum Contract Price	Original Maximum Contract Price	\$ 150,000.00
	Total Prior Increases	\$ 0.00
	Amount of Current Increase	\$ 0.00*
	Revised Maximum Contract Price	\$ 150,000.00

- Amended Scope of Services - See attached Exhibit B
- Other (as described below) See attached Exhibit C - Amended and Restated Payment Schedule
*(This is a no cost amendment since funding is being reallocated among the Tasks.)

NYCEDC Executive Committee Approval Date:	NA
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Capitalized terms used herein shall have the meanings set forth in the Contract, as previously amended, unless otherwise defined herein. Except as provided herein and in the pages attached hereto, if any, all terms and conditions of the Contract, as previously amended, remain unchanged and in full force and effect.

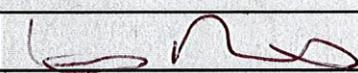
CONSULTANT'S NAME: CH2M HILL New York Inc.		NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION	
By:		By:	
Printed Name:	KIRK RIDEN	Printed Name:	Richard A. COTE
Title:	VP	Title:	Executive Vice President
Date Signed:	4-5-16	Date Signed:	April 21, 2016

EXHIBIT A

THE CONTRACT AND ALL PRIOR AMENDMENTS

INCORPORATED BY REFERENCE

EXHIBIT B

AMENDED AND RESTATED SCOPE OF SERVICES

The Scope of Services (Appendix B) of the Contract is hereby amended and restated as follows:

I. DEFINITIONS

All definitions set forth in the Contract to which this Appendix B is attached shall have the same meaning herein unless otherwise defined or the context otherwise requires. The singular shall include the plural and vice versa as the context may dictate. The gender used in this Scope of Services shall be deemed to refer to the masculine, feminine, or neuter gender, as the context or the identity of the persons being referred to may require. The captions in this Scope of Services are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Scope of Services or any of the provisions hereof.

“Allowable Additional Costs” as utilized to determine costs of providing this Scope of Services is defined herein to mean: Costs of out-of-pocket-expenses which may include the cost of purchasing project-related industry data, printing, special mailings (such as overnight delivery and messenger services), Services-related long distance telephone and facsimile charges, and any other out-of-pocket expenses, approved in advance by the Director, on a direct cost basis (with no additional provisions or overhead fee). Allowable Additional Costs shall not include travel to and from the Project Site (including, without limitation, costs for use of private helicopters), meals, and those costs considered to be overhead such as normal mailing, local telephone and facsimile charges, in-house copying secretarial, clerical and typist time and the purchase of office or graphic supplies.

II. BACKGROUND

In 1999, the Corporation created an Inspection Guidelines Manual (“Manual”) for the assessment of waterfront structures. These guidelines were developed for engineering consultants to (i) properly perform above-water and underwater inspections of City waterfront facilities; (ii) determine the structures adequacy for current and future use; and (iii) provide engineering recommendations with capital cost estimates for the Corporation’s long-term capital plan. The Manual utilized information from the American Society of Civil Engineers (“ASCE”), the United States Navy (“US Navy”) and the NYNJPA to provide consistency with the best practices of various waterfront inspection standards. The Manual describes the overall Corporation management system for inspecting, rating, and reporting on the condition of waterfront facilities that must be followed by engineering consultants retained by the Corporation for waterfront inspections.

Bowne Management Systems Inc. was retained by the Corporation to create the NYCEDC Waterfront Facilities Maintenance Management System (“WFMMS”) to assist in the management of the waterfront inspection program, facility recommendations and budget. WFMMS was completed in 2011 and it houses the mapping data with an ArcGIS component, as well as a SQL database that connects the mapped facilities to waterfront inspection data.

The Consultant shall update the Manual as indicated herein, which includes reviewing and updating the inspection standards, inclusion of resiliency structures (such as beaches, wave breaks, storm surge barriers, tide gates, wetlands and marshes, etc.), and update the WFMMS to reflect the updated Manual.

II. SERVICES

The Consultant shall provide the following Services (including, without limitation, “Deliverables” noted below) in connection with each of the following tasks (the “Tasks”, and each individually, a “Task”).

Task 1 – Review Existing Manual and Research Best Practices

The Consultant shall research and review all previously utilized standards from the ASCE, US Navy and the NYNJPA as well as other applicable studies, standards, guidelines, or manuals. Research shall include current Manual structures and potential additions, including both structures and non-structural shoreline treatments (such as beaches, wetlands, marshes, etc.).

See Attachment A – Waterfront Facilities Maintenance Management System Inspection Guidelines Manual (October 1999) for the current version of the Manual.

The Consultant shall provide digital (PDF) copies of all research materials proposed for incorporation into the updated Manual. The Consultant shall provide for up to two (2) four-hour meetings to be held at the Corporation for the review and presentation of the research.

Task 2 – Draft New Inspection Guidelines Manual

The Consultant shall provide the Corporation with an outline of the proposed Manual (which should follow the current version), highlighting any new sections and additions. The Consultant shall provide for a four-hour meeting to be held at the Corporation for review and discussion of the proposed updates to the Manual. The overall purpose of the updated Manual should remain the same as the current Manual; however, the Consultant shall incorporate new methods, standards, structure types, resiliency elements, inspection/survey types and materials into the updated Manual.

Upon completion of the proposed Manual outline, the Consultant shall host two (2) eight-hour meetings to be held at the Corporation, which may include additional City agencies, waterfront consultants, and other interested parties to discuss the proposed updates. The first meetings shall convene after the Manual outline is completed. The second meeting shall be convened to review and discuss the final draft before completion of the update Manual.

The Consultant shall provide up to five (5) four-hour meetings to be held at the Corporation throughout the performance of the Task 2 Services to review and discuss each section of the updated Manual. Additionally, the Consultant shall provide up to five (5) four-hour site visits by boat with a Corporation representative to view and discuss field conditions or issues to be captured in the updated Manual. The Corporation may request such site visits at any time during the Project. The Consultant’s team shall include a waterfront engineer with at least ten (10) years of experience in City waterfront structure design, inspection, and construction, as well as other staff with expertise in inspection and condition assessment of wetlands, marshes and other non-traditional shoreline treatments that provide resiliency benefits.

Upon completion of Task 2, the Consultant shall provide the Corporation with a finalized PDF version of the updated Manual with all working documents, charts, figures, photos, and references.

Task 3 – Drafting Services and Additional QA/QC

The Consultant shall provide additional efforts regarding quality assurance and control as well as additional drafting efforts to reflect changes in the new WFMMS Manual. This work requires the use of the consultant's M/WBE sub to provide these services as means as of a second quality control. The drafting work shall be performed to the current industry standards.

EXHIBIT C

AMENDED AND RESTATED PAYMENT SCHEDULE
(EXHIBIT 1.A TO APPENDIX C)

<u>Tasks</u>	<u>Maximum Payment</u>
Task 1– Review Existing Manual and Research Best Practices	\$15,016
Task 2– Draft New Inspection Guidelines Manual	\$85,766
Task 3 – Drafting Services and Additional QA/QC	\$31,104
Allowance (for services based on Unit Costs below):	\$18,114
MAXIMUM CONTRACT PRICE	<u>\$150,000*</u>

*(This is a no cost amendment since funding is being reallocated among the Tasks.)

All Allowable Additional Costs (except as noted below) are included in the cost of the Tasks.

Unit Costs

Item	Unit Price
Boat Based Site Visits	\$2,240/day