

**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 not-for-profit corporation organized pursuant to Laws of the State of New York, having an office at 110 William Street, New York, New York 10038, and the Consultant:

Consultant's Name:	The Boston Consulting Group, Inc.		
Address:	430 Park Avenue, New York, NY 10022		
Contract No:	26640019	Contract Date:	07/01/2011
		Project No:	2664
Project Name:	On-Call Management and Economic Development Consultant Services		
Type of Services:	Consulting Services - NYC Housing Recovery after Hurricane Sandy		

A copy of the Contract is attached hereto as Exhibit A.

The Contract is hereby amended as follows:

Amendment No:	6	Effective Date:	October 1, 2013
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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	\$ 1.00
	Total Prior Increases	\$ 11,566,389.00
	Amount of Current Increase	\$ 0.00
	Revised Maximum Contract Price	\$ 11,566,390.00

Amended Scope of Services - See attached Exhibit B.

X Other (as described below) - See attached Exhibits C and D

Exhibit C - Amended Payment Schedule - Exhibit I.A. to Appendix C of the Contract. This amended Payment Schedule re-allocates amounts among Tasks but does not change the overall NTE amount. Exhibit D - Amended Terms and Conditions

NYCEDC Executive Committee Approval Date: 6/23/2011; 12/21/2011; 2/06/2013; 8/07/2013

Capitalized terms used herein shall have the meanings set forth in the Contract, unless otherwise defined herein. Except as provided herein and in the pages attached hereto, if any, all terms and conditions of the Contract remain unchanged and in full force and effect.

THE BOSTON CONSULTING GROUP, INC.		NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION	
By:		By:	
Printed Name:	Roland Kastoun	Printed Name:	Eric Gerth
Title:	Partner and Managing Director	Title:	EVP

EXHIBIT A

THE CONTRACT AND PRIOR AMENDMENTS

Incorporated by Reference

EXHIBIT B

AMENDED SCOPE OF SERVICES

NYC Housing Recovery After Hurricane Sandy Project Assignment

A. Summary of Scope

Additional Consultant(s) are requested to deliver support to the Mayor's Office of Housing Recovery Operations ("HRO"). While the overall tasks remain the same, this project assignment includes details about the additional areas that require support. The Consultant(s) will provide HRO with the following additional support with HRO to have a more direct role overseeing the additional support they require of the Subcontractor(s):

B. Specific Services

Task I – Communications and Outreach Support

The Program continuously working on its efforts to increase transparency and overall applicant satisfaction with the program. In an attempt to further this strategic goal, the program is actively working on increasing its use of various communication mediums to get this information into applicants' hands:

1. The next step in this effort is the launch of its new customer portal Build it Back Online. Build it Back Online will be used to provided applicants with real time information of their current status in the program and the next steps. In addition to applicant specific program progress reports, Build it Back Online will provide applicants the ability to submit mission critical information to the program and add an additional communication point for applicants. The program also has complex reporting needs which will ultimately drive future communication enhancements efforts. These needs include but are not limited to the qualitative and quantitative analysis of registration data as well as applicant data collected to date and using this information to illustrate strength and deficiencies of current processes.

These tasks requires assistance from a seasoned partner who has experience developing customer outreach tools as well as improving overall communication strategies through the analysis of the customer data.

2. Services are also required to assist the graphic design and presentation of the New York City Build It Back Program Guidebook. Consultant(s) will assist with formatting and designing the document in such a way that is easily understood by the general public who will be the end users. The work may include:
 - a. Graphic design and formatting
 - b. Editing and proofreading
 - c. Production

Task II – Programmatic Environmental Support

The complexity of the Tier I and Tier II Environmental Reviews coupled with the variety of issues that arise with the land and home requres an additional strategic advisor to the CB&I

Shaw Project Scientists. The strategic advisor will provide on-the-ground support to the HRO Environmental team as well provide overall project management.

In addition, Environmental Support will continue to require weekly coordination with HRO and as Environmental issues may arise during design consultation and construction.

Task III – Program Management Operations Support

The Program Management Office (PMO) oversees the execution of the Housing Recovery Program. PMO provides overall generation administration as well as support to our vendors.

1. The Reimbursement pathway was envisioned to be implemented at the tail end of this Program. During the course of the Program, homeowners requested reimbursement assistance as many had completed their own repairs out-of-pocket while waiting for government assistance. The Program reversed course on the Reimbursement pathway in response to applicant needs. The Project Manager served to implement and operationalize the Reimbursement pathway.
2. An additional area of need is Risk Management. A Risk Manager will assist the Program's work stream leads with identifying, assessing, and prioritizing risks. The Risk Manager will assist the work stream leads with minimizing, monitoring, and controlling events that cause disruption to the Program's overall production and operations.
3. The Implementation Specialist will report to the Program Lead for Preconstruction Services, which includes Damage Assessments, Environmental Reviews, Feasibility Studies, and Appraisals:
 - a. Project planning and implementation: working with the Program Lead, HRO staff, vendors and other stakeholders to implement process changes across Preconstruction Services and other work streams
 - b. Analyzing existing processes and identifying areas for improvement and streamlining
 - c. Business analysis and requirements gathering, including building requirements for IT system enhancements
 - d. Making recommendations on process changes to support program goals and operational processes of various work streams
 - e. Documenting process changes and implementations with meeting notes, flow charts, business requirements documents, and edits to program policy and standard operating procedures , etc.
 - f. Developing and conducting trainings as necessary on new processes
 - g. Gathering and analyzing program data to deliver monthly, weekly, and daily reports
 - h. Working proactively and independently to solve project problems and drive issues to resolution
 - i. Other tasks as directed by program management
4. Customer Service Support: The Program requires additional support for the Customer Service Call Center. Support will include troubleshooting issues with Program applicants and explaining complex Program rules and regulations to Program applicants.

5. Assist the City team with implementing the requirements of the Uniform Relocation Act including Standard Operating Procedures, Frequently Asked Questions, and applicant interfacing communications. The Consultant will also support other vendors implementing the URA including troubleshooting issues, defining business requirements, and process changes as necessary.

Task IV – CDBG-DR Policy Support

The Consultant shall:

- Provide expert support in monitoring the effectiveness of the Housing Recovery Program and its CDBG compliance
- Support changes to the Action Plan and ongoing program design
- Support the preparation of required amendments for additional tranches of funds
- Consultant shall monitor the effectiveness and appropriateness of established Program Guidelines, Policies and Procedures, and Process Maps and refine as necessary
- Refine the process for the flow and release of funds to support effective reporting
- Help restructure the program to address legal, audit, and compliance requirements
- Provide expert review and analysis in support of appropriate revisions or waivers, as necessary, to ensure consistency throughout the program execution

C. Deliverables

Task I – Communications and Outreach Support

- • Support the completion and revise, as needed, the Build It Back Guidebook

Task II – Programmatic Environmental Support

- 1st Deliverable: Support the completion of the Tier 1 Environmental Review, including but not be limited to response to public comment on the potential impact of the proposed program activities on the environment, revision to the Tier 1 Environmental Review based on public input and Agency Consultations
- 2nd Deliverable: Compliance reviews of Tier 1 and 2 Environmental Reviews, including providing support to ensure compliance with the Tier 1 and HUD NEPA requirements during the execution of lower tier (Tier 2) analyses and supporting the coordination and publication of required public notices under the Environmental Compliance Program

D. Timeline

The expected duration of this effort is for the duration of the CDBG-DR Housing Program or 24 months.

Allowable Additional Costs – Printing, Materials	\$ 10,000
Total Fees Not to Exceed	\$ 5,010,000

Category	Firm and Title	Hourly Rate*
Senior Partner	BCG – Sr Partner	\$ 860.01
Partner	BCG – Partner	\$ 776.11
Project Manager – Senior	BCG – Principal	\$ 684.05
Project Manager	BCG – Project Leader	\$ 518.45
Senior Consultant	BCG – Consultant	\$ 395.46
Consultant	BCG – Associate	\$ 245.25
Production	BCG – Production	\$ 68.00
Administrative	BCG – Admin	\$ 68.00
Data and Reporting Analysts	BCG – Consultant	\$ 395.46
Fair Housing Experts	H2Bravo	\$ 220.00
CDBG-DR Experts	LDR/H2Bravo	\$ 220.00
Duplication of Benefits Expert	LDR/H2Bravo	\$ 220.00
Creative Direction	CloudRed – Creative Director	\$ 225.00
Website Design and Info. Architecture	CloudRed – Information Architect	\$ 200.00
Video Direction	CloudRed – Art Director	\$ 200.00
Strategist	CloudRed – Strategist	\$ 200.00
Visual Design Expertise	CloudRed – Visual Designer	\$ 188.00
Project Management & Media Buying	CloudRed – Project Manager	\$ 175.00
Copywriting	CloudRed – Copy writer	\$ 175.00
Social Media Analyst	CloudRed – Social Media Analyst	\$ 125.00
Communication Analysts	CloudRed – Communication Analysts	\$ 100.00
Principal Consultant	CB&I – Principal Consultant	\$ 220.00
Scientist 6	CB&I – Scientist 6	\$ 200.00
Scientist 5	CB&I – Scientist 5	\$ 171.00
Scientist 4	CB&I – Scientist 4	\$ 141.00
Scientist 2	CB&I – Scientist 2	\$ 90.00
Program Support	CB&I – Program Support	\$ 123.00
Program Support (Admin)	CB&I – Program Support (Admin)	\$ 90.00
Project Manager 3	CB&I – Project Manager 3	\$ 200.00
Project Manager 2	CB&I – Project Manager 2	\$ 171.00
Project Manager 1	CB&I – Project Manager 1	\$ 152.00
Project Controls Specialists	CB&I – Project Controls Scheduler	\$ 152.00
Customer Service Support	CB&I – Program Support (CSR)	\$ 67.00
Outreach Support	CB&I – Outreach Support	\$ 36.00
Technical Writer 2	CB&I – Technical Writer 2	\$ 200.00
Technical Writer 1	CB&I – Technical Writer 1	\$ 171.00
Graphic Designer	CB&I – Graphic Designer	\$ 200.00
Communications and Data Support	ADX	\$ 150.00
Project Administrative Assistant	CB&I – Project Administrative Assistant	\$80.00
Program Advisory - Senior	CH2MHill – Sr Program Advisor 1	\$ 367.36
Program Advisory	CH2MHill – Sr Program Advisor 2	\$ 286.85
Project Controls Specialists	CH2MHill – Project Controls Specialist	\$ 228.99
Project Controls Specialists	CH2MHill – Cost Control 1	\$ 267.78

Project Controls Specialists	CH2MHill – Cost Controls 2	\$ 232.00
Project Controls Specialists	CH2MHill – Cost Controls 3	\$ 215.39
Quality Assurance/Quality Control Specialists	CH2MHill – QA/QC Specialist Senior	\$ 178.50
Quality Assurance/Quality Control Specialists	CH2MHill – QA/QC Specialist	\$ 147.39
Financial Analyst	CH2MHill – Financial Analyst	\$ 103.46
Document Management	CH2MHill – Document Manager 1	\$ 73.89
Document Management	CH2MHill – Document Manager 2	\$ 71.04

*The Hourly Rate must include staff time and all materials required to perform the services. No multiplier overhead, administrative fee or other mark up will be paid to Consultant for Subcontractors' Costs or Allowable Additional Costs, unless agreed to in advance in writing by NYCEDC.

The Consultant shall submit to the NYCEDC Project Manager, not more than once per calendar month, a Requisition setting forth in detail, for the period for which partial payment is requested:

Services performed by Consultant's Principal and by its professional and technical staff on the Project Assignment;

- (ii) the number of hours worked by each such Principal and its professional and technical staff in connection with the Services performed on the Project Assignment during the billing period;
- (iii) Allowable Additional Costs incurred during the billing period; (iv) Subcontractors' Costs incurred during the billing period;
- (vii) the amount of partial payment requested.

EXHIBIT D

Amended Terms and Conditions

Add a new Section 5.8 to Part I, Specific Terms and Conditions, as follows:

Section 5.8 – Liquidated Damages

Consultant shall pay to NYCEDC, on behalf of the NYC Housing Recovery Office (“HRO”) as liquidated damages, \$100 for each calendar day that a deliverable required pursuant to Task 2 of the Agreement must be revised or corrected until deemed in compliance with Tier 1 and HUD NEPA requirements subject to a maximum of \$ \$30,000 for Task 2 established in the Consultant Contract between NYCEDC and the Consultant. Said sum, in view of the difficulty of accurately ascertaining the loss which HRO will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that HRO will suffer by reason of such delay.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the NYCEDC and the City's right to indemnification, or the Consultant's obligation to indemnify the NYCEDC and the City pursuant to this Contract, or to any other remedy provided for in this Agreement or by Law.

Liquidated damages may be assessed at the sole discretion of HRO. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the control of the Consultant occasioned by an act of commission or omission of the City, HUD, or any of their representatives. No liquidated damages shall be assessed against Consultant to the extent any delay in delivery or revision or correction required of a deliverable is in any way related to HRO's supervision of the Work performed by the Subcontractors utilized to perform the additional services required of HRO.

NYCEDC may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the City per the formula above, the Consultant shall be liable to pay the difference.