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 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, New York NY 10007				
Contract No:	56390001	**Contract Date:**	08/30/2013	**Project No:**	5639
Project Name:	Rockaway Boardwalks				
Type of Services:	Engineering, Design, and Related Consultant 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:	3	**Effective Date:**	3/19/2015

TYPE OF AMENDMENT

☒ Extension of Term	Extension Date:	05/31/2017		
☒ Increase in Maximum Contract Price		Original Maximum Contract Price	$	8,103,275.00
		Total Prior Increases	$	2,369,434.00
		Amount of Current Increase	$	1,596,100.00
		Revised Maximum Contract Price	$	12,068,809.00

☒ Amended Scope of Services - See attached Exhibit B

☒ Other (as described below) – Amended and Restated Fee Schedule – See Exhibit C

NYCEDC Executive Committee Approval Date:	03/18/2015

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:	[signature]	**By:**	[signature]
Printed Name:	JONATHAN GOLDSTICK	**Printed Name:**	Seth Myers
Title:	VICE PRESIDENT	**Title:**	Executive Vice President
Date Signed:	3/23/15	**Date Signed:**	5/6/15

Exhibit A

The Contract

(Incorporated by Reference)

Exhibit B

Amended Scope of Services

Section III of the Scope of Services is amended to include Extra Work to be performed as part of Tasks 5, 6, 7 and 11 as described herein.

Task 5: Schematic Design

A. Consultant shall ensure that the Extra Work to be performed under Task 5 complies with all provisions and requirements under Task 5 (A through EE) and such Extra Work shall include all Services to be provided by Consultant under Task 5 for work and Work Product previously not included in Task 5.
B. Such Extra Work under Task 5 shall include, without limitation, additional design work associated with additional boardwalk access ramps and stairs, including, without limitation, the engineering and design of the access caps, piles, and planks; updates to the grading, drainage, planting, and sand fencing plans; revisions to miscellaneous details including, without limitation, FDNY callbox locations and wiring, railing and guardrail layouts and plans, mechanical details, and electrical details and calculations; as well as additional design efforts associated with necessary modifications along Shore Front Parkway (collectively, the "Additional Items").

Task 6: Design Development

A. Consultant shall ensure that the Extra Work to be performed under Task 6 complies with all provisions and requirements under Task 6 (A through P) and such Extra Work shall include all Services to be provided under Tasks 6 for or in connection with the Additional Items.
B. As part of such Extra Work under Task 6, Consultant shall ensure that the design and related specifications for the Additional Items are incorporated into the Design Development Documents of the boardwalk.

Task 7: Contract Documents

A. Consultant shall ensure that the Extra Work to be performed under Task 7 complies with all provisions and requirements under Task 7 (A through CC) and such Extra Work shall include all Services provided under Tasks 7 for the Additional Items.
B. As part of such Extra Work under Task 7, Consultant shall ensure that the design and related specifications for the Additional Items are incorporated into the contract documents prepared under Task 7 for the purpose of bidding and procurement.

Task 11: Construction Admin & Observation

A. The Consultant shall provide additional construction administration and oversight services through the end of the Term, as extended by this third (3rd) amendment to the Contract
B. Additional activities to be performed under Task 11 as Extra Work include but are not limited to: visiting the construction site to observe progress and confirm work in place; reviewing and approving or responding to submittals, shop drawings, product data submissions, product samples, and as-built drawings; reviewing and responding to RFI's; attending meetings; preparing final as-built drawings; confirming punch list work; and preparing closeout documents.

Exhibit C

Amended and Restated Fee and Cost Schedule

Table of Projected Values

The Fee and Cost Schedule is amended and restated as follows:

	Original Contract	*Amendment 1*	*Amendment 2*	*Amendment 3*	*Revised Contract Amount*
Task 01 – Data Gathering Analysis	$651,895	$0	$0	$0	$651,895
Task 02 – Shorefront Investigation	$144,558	$0	$0	$0	$144,558
Task 03 – Environmental Assessment Statement and Permitting	$230,055	$0	$24,000	$0	$254,055
Task 04 – Technical Surveys	$142,334	$0	$0	$0	$142,334
Task 05 – Schematic Design	$1,478,596	$0	$250,000	$150,029	$1,878,625
Task 06 – Design Development	$1,314,709	$0	$264,887	$573,571	$2,153,167
Task 07 – Contract Documents	$1,449,997	$0	$705,250	$452,500	$2,607,747
Task 08 – Environmental Site Assessment/R.A.P/CHASP	$29,711	$0	$0	$0	$29,711
Task 09 – Demolition / Site Clearing Package	$104,559	$0	$0	$0	$104,559
Task 10 – Review and Analysis of Bids	$31,346	$0	$0	$0	$31,346
Task 11 – Construction Admin & Observation	$744,261	$0	$0	$420,000	$1,164,261
Task 12 – Maintenance and Operations Manual	$70,797	$0	$0	$0	$70,797
Task 13 – Coordination with USACOE and NYSDEC	$145,053	$0	$0	$0	$145,053
Allowable Additional Costs for Task 1 through 13	$1,247,203	$0	$0	$0	$1,247,203
Task 14 – Site Specific Computer Modeling	$150,000	$0	$0	$0	$150,000
Task 15 – USACOE Cost Benefit Ration Analysis	$158,800	$0	$0	$0	$158,800
Allowable Additional Costs for Task 14 through 15	$9,400	$0	$0	$0	$9,400
Task 16 – Style Guide	$0	$50,000	$0	$0	$50,000
Task 17 – Dune Crossings	$0	$508,548	$0	$0	$508,548
Allowable Additional Cost for Task 17	$0	$95,000	$0	$0	$95,000
Electrical Design Allowance for Task 17	$0	$11,750	$0	$0	$11,750
Special Inspections Allowance	$0	$460,000	$0	$0	$460,000
Deduct*	$0	($1)	$0	$0	($1)
Original Maximum Contract Price	**$8,103,275**	**$1,125,297**	**$1,244,137**	**$1,596,100**	**$12,068,809**

The total in the Contract Fee and Cost Schedule was overstated in error by $1.00 ($8,103,275.00 instead of $8,103,274.00). Accordingly, one dollar ($1.00) was deducted from Amendment 1 to rectify the error.