

**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:	Skanska USA Building, Inc.				
Address:	350 Fifth Avenue – 32 nd Floor, New York NY 10118				
Contract No:	56390002	Contract Date:	11/01/2013	Project No:	5639
Project Name:	Rockaway Boardwalks Project				
Type of Services:	Construction Management 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:	1	Effective Date:	11/01/2013		
TYPE OF AMENDMENT					
<input type="checkbox"/>	Extension of Term	Extension Date:			
<input checked="" type="checkbox"/>	Increase in Maximum Contract Price	Original Maximum Contract Price	\$	1,000,000.00	
		Total Prior Increases	\$	0.00	
		Amount of Current Increase	\$	201,000,000.00	
		Revised Maximum Contract Price	\$	202,000,000.00	
<input type="checkbox"/>	Amended Scope of Services -				
<input checked="" type="checkbox"/>	Other (as described below) - See Exhibit B – Table of Projected Values See Exhibit C – Amended Fee and Cost Schedule				
NYCEDC Executive Committee Approval Date: 10/01/2013					
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: SKANSKA USA BUILDING, INC.			NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION		
By:			By:		
Printed Name:	Richard Kennedy		Printed Name:	Dmitri Konon	
Title:	Co-Chief Operating Officer		Title:	Executive Vice President	
Date Signed:	2/28/14		Date Signed:	3-4-2014	

Exhibit A

The Contract

(Incorporated by Reference)

Exhibit B

Table of Projected Values

The Fee and Cost Schedule to the Contract is amended to include the following:

Description	Base Contract	Current Increase	Total Amounts
Preconstruction Staff Costs	\$266,126.00	\$0.00	\$266,126.00
Construction and Post Construction Staff Costs		\$11,658,173.00	\$11,658,173.00
General Conditions Costs	\$733,874.00	\$19,544,353.00	\$20,278,227.00
Trade Costs		\$169,797,474.00	\$169,797,474.00
	\$1,000,000.00	\$201,000,000.00	\$202,000,000.00

Exhibit C

Amended and Restated Contract Terms

The Contract is amended and restated to include a special provision for Liquidated Damages as described below, which shall be incorporated into the Contract as Part I, Section 5.12.

“5.12 Liquidated Damages: Liquidated damages and performance measures are required for CDBG-DR funded contracts pursuant to H.R. 152 of the 2013 Disaster Appropriations Act. NYCEDC and the Consultant have agreed upon a conceptual schedule for the Project work which shall be amended from time-to-time for various sections of the phased Project work. The conceptual schedule contains various milestones for tasks that the Consultant must timely complete. If the Consultant fails to meet any of the various milestones due to the Consultant's fault in the performance of the Consultant's construction management services, the Consultant shall pay NYCEDC one thousand five hundred dollars (**\$1,500**) per day as liquidated damages commencing the eleventh day after Consultant's receipt of NYCEDC's notice and continuing until the date that the, specific target end date for that Project phase is achieved. In view of the difficulty of accurately ascertaining the loss that NYCEDC and the City will suffer due to the Consultant's delay, the one thousand five hundred dollars (**\$1,500**) per day sum is hereby fixed and agreed by the parties as liquidated damages. However, the maximum amount of liquidated damages that may be assessed under the Contract shall not exceed one million dollars (**\$1,000,000**) in the aggregate. In the event that NYCEDC modifies the currently contemplated phasing of the Work, the Director and Consultant shall agree to revise target end dates as mutually agreeable.”