**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 the New York State law, having an office at 1 Liberty Plaza, New York, New York 10006, and the Consultant:**

| | | | | | |
|---|---|---|---|---|---|
| **Consultant's Name:** | **NV5-NAIK ENGINEERING JV** | | | | |
| **Address:** | 32 Old Slip, Suite 401, New York, NY 10005 | | | | |
| **Contract No:** | 108200005 | **Contract Date:** | 12/01/2024 | **Project No:** | Various |
| **Project Name:** | Construction Management Retainer | | | | |
| **Type of Services:** | Consulting - CM - Multiple Projects | | | | |

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:** | 11/01/25 |

**TYPE OF AMENDMENT**

| | | | | |
|---|---|---|---|---|
| ☐ Extension of Term | Extension Date: | | | |
| ☒ Increase in Maximum Contract Price | Original Maximum Contract Price | $ | 2,000,000.00 |
| | Total Prior Increases | $ | 0.00 |
| | Amount of Current Increase | $ | 380,991.00 |
| | Maximum Contract Price | $ | 2,380,991.00 |

☒ Amended Scope of Services – See attached Exhibit B

☒ Other (as described below) – See attached Exhibit C – Table of Project Assignments, Exhibit D - Project Fee Schedule, Exhibit E – Project Insurance Rates, Exhibit F – Subcontractor Payment Timeline

| | |
|---|---|
| NYCEDC Executive Committee Approval Date: | 11/07/2024 |

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.

| **NV5-NAIK ENGINEERING JV** | | **NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION** | |
|---|---|---|---|
| **By:** | | **By:** | Elizabeth Arnaiz (Dec 19, 2025 16:07:13 EST) |
| **Printed Name:** | Joseph Menzer | **Printed Name:** | Elizabeth T. Arnaiz |
| **Title:** | VP, Director of NY ops | **Title:** | Executive Vice President |
| **Date Signed:** | 11/20/2025 | **Date Signed:** | 12/19/2025 |

**EXHIBIT A**

**THE CONTRACT AS PREVIOUSLY AMENDED**

**(INCORPORATED BY REFERENCE)**

**EXHIBIT B**
**AMENDED SCOPE OF SERVICES**

| | |
|---|---|
| Project Name | QueensWay |
| Project No. | 10273 |

Scope of Work

The scope of work under this Project Assignment includes the construction, construction management, and associated costs for the construction of the QueensWay Metropolitan Hub park. The construction scope of work within this Project Assignment includes the following scope:

- General Conditions and Site logistics in order to carry out the work as per drawings. Including but not limited to construction fencing, dust control, snow removal, trailers, etc.
- Site Work including but not limited to excavation, environmental remediation, backfill, hardscape, landscape work as per drawings.
- Electrical, Drainage, Water or any other utility work required to complete the project work as per drawings.

This Project Assignment will specifically include but not be limited to the following tasks:

Pre-construction Phase

- The consultant will complete thorough Project Reviews including compliance and constructability reviews based on drawings that have been prepared by the design team and all remaining design milestones. For this assignment, the consultant is also required to complete full Cost Estimates for the Project at each design milestone based on drawings prepared by the design team.
- The consultant will set up the project, including, but limited to, setting up communications protocols, preparation of necessary project procedures manuals, approvals/permitting matrixes, and monthly reports.
- The consultant is responsible for the Preparation of Project Schedules and Cost Control Schedules to be controlled, monitored and updated by the consultant throughout the Project.
- The consultant is required to carry out coordination with Parks and any other applicable government agencies to set up the construction of the Project.
- The consultant, overall, will complete and provide the necessary administrative and management functions to ensure successful completion of the Project in compliance with the agreed upon cost, schedule and quality as outlined in “Appendix B: Scope of Services, Part C, Item A – Pre-Construction Phase Services” in the Retainer Contract.

Construction Phase

- The Consultant shall provide the necessary administrative and management functions to ensure successful completion of the Project in compliance with the agreed upon cost, schedule and quality as outlined in “Appendix B: Scope of Services, Part C, Item B – Construction Phase Services” in the Retainer Contract.
- The consultant will lead the Construction phase and be responsible for tracking the costs and schedule of the Project and proactively updating NYCEDC as required throughout the Project.

- The Project also includes a Force Account with Long Island Railroad for the pedestrian bridge scope, and the consultant will be required to manage this work and coordination.

Post Construction Phase

- The Consultant shall provide the necessary administrative and management functions to close out the project as outlined in “Appendix B: Scope of Services, Part C, Item C – Post-Construction Phase Services” in the Retainer Contract.

The following items from Appendix B – Scope of Services are not applicable to this Project Assignment:

- Envision is not a Project requirement and therefore formalized sustainability efforts needed for Envision are not required.

**EXHIBIT C**
**TABLE OF PROJECT ASSIGNMENTS**

| Project # | Project Assignment | Base Contract | Previous Amendments | Current Amendment | Revised Contract Amount |
|---|---|---|---|---|---|
| 10820 | Construction Management Retainer | $ 2,000,000.00 | $ - | | $ 2,000,000.00 |
| 10273 | QueensWay | | $ - | $ 380,991.00 | $ 380,991.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | **Total** | **$ 2,000,000.00** | **$ -** | **$ 380,991.00** | **$ 2,380,991.00** |

**EXHIBIT D**
**AMENDED AND RESTATED FEE AND COST SCHEDULE**

| | Amendment 1 | Total Project Amount |
|---|---|---|
| **Staffing** | | |
| Pre-construction | $ 268,404 | $ 268,404 |
| Construction | | $ - |
| Post-Construction | | $ - |
| **Sub-Total** | **$ 268,404** | **$ 268,404** |
| | | |
| **CM Fixed Fee Profit** | **$ 112,587** | **$ 112,587** |
| | | |
| **General Conditions** | | |
| Pre-construction | $ - | $ - |
| Construction | | $ - |
| Post-Construction | | $ - |
| **Sub-Total** | **$ -** | **$ -** |
| | | |
| **Trade Costs** | | **$ -** |
| | | |
| **Total** | **$ 380,991** | **$ 380,991** |

**EXHIBIT E**
**PROJECT INSURANCE RATES**

| Policy Name | Rate (As a % of Trade Costs) |
|---|---|
| Commercial General Liability | **Not to Exceed 2.85%** |
| Automobile Liability | **Included** [1] |
| Umbrella/Excess Liability | **Included** [2] |
| Professional Liability/ Error & Omissions Liability | **Included** [1] |
| Subcontractor Default Insurance | **Not Applicable** [3] |
| Builder's Risk | **TBD** [4] |
| Pollution/Environmental Liability | **0.210%** |
| Payment and Performance Bonds | **Not Applicable** [5] |
| Railroad Protective Liabilty | **0.120%** |
| Contractor Controlled Insurance Policy | **Not Applicable** [3] |

**Notes:**

1. Auto Liability and Professional/E&O: Coverage to be provided by NV5 practice program; no additional cost
2. Umbrella/Excess: included in General Liability pricing
3. Risk handled through General Liability and Bonding Costs, CCIP and SDI not required
4. To be determined once subcontractor bids are received
5. To be included in subcontractors trade costs

**EXHIBIT F**
**SUBCONTRACTOR PAYMENT TIMELINE**

Section 4.2.2 of the contract is deleted and replaced with the following:

4.2.2 The Consultant shall pay all Corporation-approved Subconsultants and Subcontractors for Work that has been satisfactorily performed no later than seven (7) days from the date of Consultant's receipt of payments from the Corporation.