

FIRST AMENDMENT
TO
DEMOLITION AGREEMENT

THIS First AMENDMENT to the Demolition Agreement dated April 9, 2018, is made and entered into on , 2019 (the "First Amendment") between Ground Control Excavating, Inc. having an office located at 63 Waterbury Road, Warwick, NY 10990, ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was successfully admitted to the Prequalified List (PQL) for RFQ#201703_055 on November 10, 2017; and

WHEREAS, Contractor was a successful bidder pursuant to an initial Invitation for Bid (IFB) #006 issued on January 19, 2018; and

WHEREAS, HTFC and Contractor entered into a Demolition Agreement (the "Agreement") on April 9, 2018 and made effective on February 14, 2018, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Demolition Agreement totaled \$1,000,000.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks to extend the Term of the Agreement for an additional one (1) year to February 13, 2020; and

WHEREAS, HTFC seeks such additional services in the amount of \$1,000,000.00, thereby increasing the Agreement's Total Fee to the amount of \$2,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee and to extend the Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following:
“Notwithstanding the latter, Contractor agrees that in no event will HTFC pay to Contractor more than \$2,000,000.00 (“Contract Price”) for the Services under all applicable work orders under this Demolition Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Demolition Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Demolition Agreement shall not exceed \$2,000,000.00.”
2. Section 4.1 of the Agreement, entitled “Period of Performance”, is hereby deleted and replaced with the following:
“Contractor will perform the work set forth in all applicable work orders under this Demolition Agreement during the period: February 14, 2018 through February 13, 2020”.
3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

Ground Control Excavating, Inc

By: 

Name: Mark Roman
Title: VP
Date: 7/1/19

Housing Trust Fund Corporation

By: 

Name: Emily Thompson Shin Kim
Title: Acting General Counsel, COO
Governor's Office of Storm Recovery
Date: 8/1/19