

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated September 30, 2016, and made effective May 2, 2016, is made and entered into March 3rd, 2017, made effective May 2, 2016 (the "First Amendment") between HR&A Advisors, Inc. having an office located at 99 Hudson Street, 3rd Floor, New York, NY 10013 ("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 a successful bidder [pursuant to a request for proposals issued by HTFC on February 2, 2016 (the "RFP")]; and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on September 30, 2016, effective May 2, 2016, 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 particular Agreement; and

WHEREAS, HTFC and Contractor's Total Fee in the Contract for Services dated September 30, 2016 totaled \$233,924.00; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$8,502.04, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$242,426.04; 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 Expand the Scope of Services 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 first sentence of Section 2(a) is hereby deleted and replaced with the following:
“Contractor agrees that in no event will HTFC pay the Contractor more than \$242,426.04 (“Total Fee”) for the Services under all Task Orders under this Agreement.”

2. Exhibit A “Scope of Services” is hereby supplemented by the following:

“Key Objective #7: Conduct an examination of the possibility to develop off-site for residents and a buyout of the current property, creating a public park in the manufactured home park’s footprint. This will include, but is not limited to, appraisal services.


 - a. Deliverables for Key Objective: Pre-Storm and Post-Storm appraisal of the property
 - b. Acceptance Criteria for Key Objectives: N/A”

3. Exhibit B “Fee Schedule” is hereby replaced by the attached “Exhibit B1 Fee Schedule”

4. All other terms and conditions, including appendices, attachments, exhibits, riders 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.

HR&A Advisors, Inc.

By: 
Name: Jamie Springer
Title: Senior Principal
Date: February 28, 2017

Housing Trust Fund Corporation


By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 3/3/17

EXHIBIT B1*
FEE SCHEDULE

Applicable SOW: RFP date February 2, 2016 Professional Services for Community Development Block Grant-
Disaster Recovery
Planning, Technical and Professional Services

HR&A Advisors
HR&A

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	45	\$ 405.00	\$ 18,225.00
Project Manager	249	\$ 360.00	\$ 89,640.00
Senior Analyst	179	\$ 225.00	\$ 40,275.00
Associate Analyst	10.5	\$ 175.00	\$ 1,837.50
Analyst	174	\$ 140.00	\$ 24,360.00
Total	657.5		\$ 174,337.50

AKRF

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	4	\$ 245.00	\$ 980.00
Project Manager	92	\$ 205.00	\$ 18,860.00
Senior Analyst	0		\$ -
Associate Analyst	32	\$ 147.00	\$ 4,704.00
Analyst	0		\$ -
Total	128		\$ 24,544.00

Arch Street

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	3.5	\$ 230.00	\$ 805.00
Project Manager	17.25	\$ 163.00	\$ 2,811.75
Senior Analyst	0		\$ -
Associate Analyst	0		\$ -
Analyst	41.25	\$ 93.00	\$ 3,836.25
<i>Expenses</i>			\$ 694.04
Total	62		\$ 8,147.04

Rural LISC

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	n/a	n/a	n/a
Project Manager	n/a	n/a	n/a
Senior Analyst	n/a	n/a	n/a
Associate Analyst	n/a	n/a	n/a
Analyst	n/a	n/a	n/a
Total	Flat Rate for Engagement: \$5,000		Flat Rate for Engagement: \$5,000

Aufgang Architects

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	6.5	\$ 350.00	\$ 2,275.00
Project Manager	2	\$ 250.00	\$ 500.00
Senior Analyst	0	n/a	
Associate Analyst	21.5	\$ 175.00	\$ 3,762.50
Analyst	0	n/a	
Total	30		\$ 6,537.50

Insight Civil Engineering

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	51	\$ 155.00	\$ 7,905.00
Project Manager	71	\$ 105.00	\$ 7,455.00
Senior Analyst			
Associate Analyst			
Analyst			
Total	122		\$ 15,360.00

Richard Lampert - Appraisal Services

Title	Total # of hours	Rate/Hour (\$)	Cost
Engagement Partner	47	\$ 125.00	\$ 5,875.00
Project Manager	0		\$ -
Senior Analyst	15	\$ 100.00	\$ 1,500.00
Associate Analyst	0	\$ 147.00	\$ -
Analyst	15	\$ 75.00	\$ 1,125.00
Total	77		\$ 8,500.00

* Without amending the revised Exhibit B1 Rate Schedule, GOSR may authorize the reduction or increase in hours among Titles and/or Subcontractors at any time, in accordance with the rates set forth herein, provided the aggregate does not exceed the revised Total Fee of \$242,426.04.