

FIRST AMENDMENT  
TO  
DESIGN AGREEMENT

THIS FIRST AMENDMENT to the Design Agreement dated May 24, 2017, is made and entered into July 27 2017 (the "First Amendment") between MARK ANTHONY ARCHITECTURE, PC, having an office located at [REDACTED] ("Design Professional"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Design Professional was successfully admitted to the Prequalified List (PQL) for RFQ#201512\_042 on January 12, 2017; and

WHEREAS, Design Professional was a successful bidder pursuant to initial RFP # 011 issued on January 27, 2017; and

WHEREAS, HTFC and Design Professional entered into a Design Agreement (the "Agreement") on May 24, 2017, pursuant to which Design Professional 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 Design Professional's Total Fee in the Design Agreement totaled \$1,000,000.00; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$1,000,000.00, thereby increasing the Total Fee to a total amount Not to Exceed \$2,000,000.00; and

WHEREAS, HTFC/GOSR and Design Professional desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee, with no change in Agreement Term, to allow Design Professional to perform additional services that are within the scope of services provided by Design Professional under the Design Agreement;


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 Section 2 (a) are hereby deleted and replaced with the following:  
"Notwithstanding the foregoing, the Design Professional agrees that in no event will HTFC pay to the Design Professional more than \$2,000,000.00 for the Services under all applicable Work Orders under this Design Agreement. For the avoidance of doubt, the Total Fee for all services to be performed pursuant to this Agreement shall not exceed \$2,000,000.00 without a properly and fully executed modification/Amendment placed against this Agreement, together with a fully executed Change Order to the applicable Work Orders."
2. 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 Third Amendment on the day and year first above written.

Mark Anthony Architecture, PC

By:   
Name: MARK ANTHONY MUNISTERI, P.A.  
Title: PRESIDENT  
Date: 7/24/17

Housing Trust Fund Corporation

By:   
Name: Daniel Greene  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 7/27/17