

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated October 29, 2018 and made effective October 29, 2018, is made and entered into April 3, 2019, (the "First Amendment"), between M.J. Engineering and Land Surveying, P.C., a Professional Corporation with an office located at 1533 Crescent Road, Clifton Park, NY 12065 ("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 selected as a pre-qualified bidder for a series of projects in furtherance of the Rebuild by Design Living with the Bay Program ("LWTB");

WHEREAS, Contractor was a successful bidder pursuant to request for proposal #007 for the LWTB Program issued by HTFC on May 17, 2018 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 29, 2018, effective October 29, 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 specifically the LWTB 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, Contractor's Total Fee in the Agreement dated October 29, 2018 and made effective October 29, 2018 totaled \$300,000.00; and

WHEREAS, Contractor was a successful bidder pursuant to additional requests for proposals issued by HTFC on for the LWTB Program; and

WHEREAS, GOSR wishes to increase the total not-to-exceed amount of the Agreement in order obtain additional services from Contractor that were awarded pursuant to the additional LWTB Program RFPs; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the not-to-exceed amount 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 Section 2(a) of the Agreement 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 \$432,700.00 for the services under all applicable Work Orders under this Master Design Agreement. For the avoidance of doubt, the total Fee for all Services to be performed pursuant to this Agreement shall not exceed \$432,700.00 without a properly and fully executed modification/Amendment placed against this Agreement, together with a fully executed Change Order to the applicable Work Order(s).”

2. 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.

M.J. Engineering and Land Surveying, P.C.

By: 

Name: Michael D. Panichelli
Title: President
Date: 04/02/2019

Housing Trust Fund Corporation

By: 

Name: Emily Thompson
Title: Acting General Counsel, Governor's
Office of Storm Recovery
Date: 4/3/19