



# Governor's Office of Storm Recovery



Andrew M. Cuomo  
Governor

Lisa Bova-Hiatt  
Executive Director

March 29, 2016

SCAPE / Landscape Architecture PLLC  
277 Broadway, Suite 1606  
New York, New York 10007

Re: Side Letter to the Contract for Services (30% Design Contract)

Ladies and Gentlemen:

This side letter agreement (“Side Letter”) is made by and between SCAPE / Landscape Architecture PLLC (“Consultant”) and the Housing Trust Fund Corporation (“HTFC” and, together with the Consultant, the “Parties”). Reference is made to that certain Contract for Services, dated August 12, 2015, by and between the Consultant and HTFC (the “Agreement”). Any terms used herein that are not specifically defined take their meaning from the Agreement.

1. Section 4 of the Agreement provides that the duration of the Agreement shall be one (1) year from the Effective Date and any extension of the Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided in Appendix II.

In accordance with Section 12 of Appendix II to the Agreement, the Parties hereby agree to extend the Agreement to thirteen (13) months from the Effective Date.

2. Section 11(d) of the Agreement provides that Consultant’s total aggregate liability in connection with all services provided pursuant to the Agreement (and Consultant’s sub-consultants pursuant to their respective agreements with Consultant) or otherwise in connection with the Project, the Agreement or any Task Order(s) (including, without limitation, any and all indirect and/or consequential damages, liability resulting from Consultant’s negligence, whether professional or otherwise, and any indemnification obligations) shall be limited to Ten Million dollars (\$10,000,000).

Notwithstanding the foregoing, the Parties hereby agree that, solely in respect of liability arising out of the sub-consultant agreement between the Consultant and the New York Harbor Foundation under this Agreement, Consultant’s total aggregate liability shall be limited to One and a Half Million dollars (\$1,500,000). For the avoidance of doubt, Section 11(d) of the Agreement shall otherwise remain unchanged and continue in full force and effect.

3. Except as specifically modified by this Side Letter, all terms and conditions of the Agreement shall remain unchanged, shall continue in full force and effect and shall apply to this Side Letter.



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IN WITNESS WHEREOF this Side Letter has been properly executed by the Parties as of the date first above written.

## Housing Trust Fund Corporation

[Redacted signature area]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Counsel  
Governor's Office of Storm Recovery

SCA [Redacted signature area]

By: \_\_\_\_\_  
Name: KATHERINE GRFF HORODNICEANU  
Title: PARTNER