

THIRD AMENDMENT OF CONTRACT FOR PLANNING, TECHNICAL AND
PROFESSIONAL SERVICES

THIS THIRD AMENDMENT to the Contract for Services (the "Third Amendment"), is dated September 12, 2014 and made effective 9/19/14 ("Effective Date") between Perkins Eastman Architects, P.C. having its principal office at 115 Fifth Avenue, New York, New York 10003 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on April 23, 2013;

WHEREAS, HTFC and the Contractor entered into a contract for planning, technical, and professional services on October 30, 2013, in order to assist NY Rising Community Reconstruction (NYRCR) Planning Committees in producing NYRCR plans as well as the completion of any and all critical studies to determine the key vulnerabilities and needs of the community which will be used to support the creation of NYRCR plans (the "Contract for Services");

WHEREAS, HTFC and the Contractor entered into a Letter Agreement, dated January 3, 2014, extending and clarifying certain deliverable due dates;

WHEREAS, HTFC and the Contractor entered into the First Amendment to the Contract for Services on May 9, 2014 in order to provide additional planning, technical and professional services to the NYRCR Planning Committees ("Spring Conference Expenses");

WHEREAS, HTFC has identified additional communities to be incorporated into the NYRCR program in a second round of planning ("Round Two Communities");

WHEREAS, HTFC and the Contractor entered into the Second Amendment on June 12, 2014 in order to provide planning, technical and professional services to Round Two Communities identified by the NYRCR program;

WHEREAS, HTFC and the Contractor desire to amend the Contract for Services by means of this Third Amendment in order to perform a study of New York State's recovery and resilience efforts following Hurricane Sandy;

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 section of the Contract for Services is amended as follows:

(a) Compensation. HTFC agrees to pay the Contractor at the rates set forth in the budget attached as Exhibit B ("the "Budget"), except for services provided pursuant to subsection (c) of this Section 3 that will be paid at the rates found in the budget attached as Exhibit B1. Contractor agrees that in no event, except for as provided by subsection (b) or subsection (c) of this Section 3, will the contractor be paid more than \$2,944,087.26 for the Services unless authorized in writing by HTFC.

(b) Spring Conference Expenses. HTFC agrees to pay the Contractor an amount not to exceed \$3,446.29, at the rate set forth in the Budget attached as Exhibit B, for the provision of additional planning, technical and professional services pursuant to subsection (a) of Section XX of the Scope of Services attached as Exhibit A of the second amendment. In addition, HTFC agrees to pay Contractor an amount not to exceed \$6,000, at the rate set forth in the Budget attached as Exhibit B, and in accordance with the requirements of Appendix 4 to this Agreement, for the provision of additional planning, technical and professional services pursuant to subsection (b) of Section XX of the Scope of Services attached as Exhibit A.

(c) Anniversary Report Expenses. HTFC agrees to pay the Contractor an amount not to exceed \$110,420, at the rate set forth in the budget attached to this Third Amendment titled Exhibit B1, for the provision of additional planning, technical and professional services pursuant to the Third Amendment Scope of Services found under Section 2 of this Third Amendment.

2. Third Amendment Scope of Services, which are in addition to and do not supersede previously agreed to scope of services in the contract or previous amendments, are as follows:

1.1. The scope of services to be provided include the following:

Selected vendor will coordinate with Governor's Office of Storm Recovery (GOSR), State University of New York (SUNY) and any other designated party to develop a report on the 2nd Anniversary of Hurricane Sandy and the impact of the GOSR's efforts on storm damaged communities that:

- Effectively outlines and communicates the impact of the NYS Sandy/Irene/Lee recovery effort across a variety of programs, including current and projected direct and indirect benefits to individuals, communities and a variety of stake holders.
- Illustrates in the most compelling way the data and impact across program areas. This should include actual and projected benefits of NYS's use of a variety of Federal funding streams.
- Highlights unique and personal stories of individuals and communities directly benefitting from various NYS recovery programs.
- Highlights NYS's specific efforts under Governor Cuomo to create a new model for rapid disaster response using a community based model for recovery and resilience.

1.2. The overall timeframe for this report is between August and October 2014. The report should be in final form by late September-early October.

1.3. Key Activities

- 1.3.1. Start-up/Planning (initial meetings and GOSR/ SUNY interviews)
- 1.3.2. Information gathering from SUNY and GOSR
- 1.3.3. Additional data analysis (as needed and agreed to by SUNY and GOSR) – GOSR is working with SUNY to identify and collect baseline data and

analysis from a variety of sources. The selected vendor will be expected to work with SUNY's research team in the identification of any additional data points (quantitative and qualitative) needs that will enhance the dynamism of the report.

- 1.3.4. Conduct interviews with stakeholders, including New York State agency and program leads
- 1.3.5. Report design – develop design and layout options to the satisfaction of GOSR.
- 1.3.6. Report production – includes the printing of physical hard copies and preparing softcopies for electronic distribution.

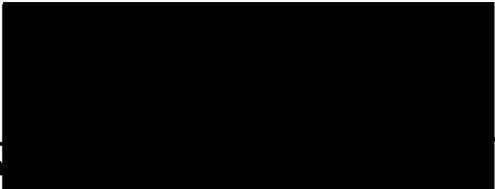
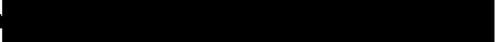
1.4. Key Deliverables

- 1.4.1. Contractor will contribute narrative to the creation of a 20-25 page report, with supporting appendices of metrics gathered and employed, illustrative graphics and photos.
 - 1.4.2. Contractor agrees to provide the following additional deliverables:
 - 1.4.2.1. Coordinated work plan with SUNY, including outline of activities, roles, milestones, data and access requests, to be delivered within one week of contract signing.
 - 1.4.2.2. Revised Table of Contents (originally drafted by SUNY) to be delivered within one week of contract signing.
 - 1.4.2.3. Summary of report requirements identified by GOSR to be delivered within one week of contract signing.
 - 1.4.2.4. Preliminary Draft Report (plan for several iterations, to be reviewed by GOSR), delivery date to be determined in work plan.
3. The overall timeframe for this report is between August and October 2014. The report should be in final form by late September-early October. Final deliverable dates will be determined by GOSR and Contractor.

4. All other terms and conditions, including amendments, appendices, attachments, exhibits, riders and Letter Agreements to the Contract for Services 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.

Perkins Eastman Architects, P.C.

By: 
Name: 
Title: Associate Principal
Date: 12 Sept 14

HOUSING TRUST FUND CORPORATION

By: 
Name: James Rubin
Title: Executive Director
Date: 9 / 12 / 2014

Exhibit B1

Revised Budget Justification

In their original proposal Perkins Eastman submitted a budget of \$88,755. However, upon selection and after an initial round of meetings, the Governor's Office of Storm Recovery (GOSR) asked Perkins Eastman to submit a revised budget that increased that figure to \$102,840 with an additional \$6,320 (\$109,160) or \$7,580 (\$110,420) for printing costs. Therefore, the not to exceed budget amount for the anniversary report increased to **\$110,420**.

The following sections were authored by Perkins Eastman to justify the change in their budget for the Anniversary Report.

Task 1 - Table of Contents and report conceptualization

Our proposal assumed revising a table of contents originally drafted by SUNY. We instead were tasked with conceptualizing the report and drafting up original options for the table of contents. Proposed adjustment to the budget: \$4,000.

Task 2 – Information Gathering

Initial effort for this task was budgeted at 16 hours. This assumed that we would be participating to a limited degree in coordination driven by SUNY. Subsequent to a meeting last week with GOSR and SUNY it became evident that we are expected to be substantially more engaged in this effort in support of development of the report, and will need to collect and identify data as well as further develop it to a level suitable for inclusion in the report. The additional effort is estimated at 8 hours / \$1,500.

Task 3 - Additional Data Analysis (as necessary)

Initial effort for this task was estimated at 48 hours. As stated in the proposal: "Out of consideration for budget sensitivities and the limited timetable, we have assumed a limited number of hours for further analysis. If further data analysis is determined necessary, we will apprise GOSR prior to proceeding." Upon meeting with SUNY it became evident to us that substantial additional data analysis will indeed be necessary as SUNY indicated that it has no

GIS capability and so would not be able to develop the maps for the report. Furthermore, we will need to develop the data to drive the storyline for the report, as the data provided by SUNY is essentially basic data. The method to develop the story for the report is for us to create maps and charts to discover relevant information to be potentially represented in the report. These draft maps and charts developed by us with input from others will then be shared with the team to develop data stories. A select number of maps will then be refined and graphically enhanced in support of the story. Conversely, if a story item needs to be supported by data that is not initially available we will seek to identify and develop the data to support the story item. These efforts require substantial data analysis, outputs and coordination and discussion that we had not anticipated in our original proposal (which accounted for only 48 hours). The additional effort is estimated at 58 hours / \$7,500.

Task 5 – Final Report

Considering that the data development by our team is critical to the report, LBG will need to include a final review of the report to allow for final data modifications and filling in any last minute data gaps. They will also need to do a QA review of the data presentation in the report to ensure that it is fully substantiated. No hours were originally allocated to the analytical team for this effort. A total of 6 hours is estimated for this effort / \$1,000.

GOSR Sandy Second Anniversary Report

Budget summary
August 27, 2014

Engagement Activities	Titles/Classification/Role	Staff Rate	Hours	Total
Task 1: Start-up/Planning				
Perkins Eastman	EP SA PP A			
BFI Planning				
TASK 1 SUBTOTAL				\$ 14,980
Task 2: Information Gathering				
Perkins Eastman				
BFI Planning				
Louis Berger Group				
TASK 2 SUBTOTAL				\$ 9,240
Task 3: Additional Data Analysis				
Perkins Eastman				
Louis Berger Group				
TASK 3 SUBTOTAL				\$ 14,430
Task 4: Conduct Interviews				
Perkins Eastman				
BFI Planning				
TASK 4 SUBTOTAL				\$ 6,830
Task 5: Preliminary Draft Report				
Perkins Eastman				
BFI Planning				
Louis Berger Group				
TASK 5 SUBTOTAL				\$ 12,060
Task 6: Report Design				
Perkins Eastman				
BFI Planning				
TASK 6 SUBTOTAL				\$ 12,810
Task 7: Final Draft				
Perkins Eastman				
TASK 7 SUBTOTAL				\$ 11,900
Task 8: Report Revisions				
Perkins Eastman				
BFI Planning				
TASK 8 SUBTOTAL				\$ 12,730
Task 9: Report Production				
Perkins Eastman				
BFI Planning				
TASK 9 SUBTOTAL				\$ 5,460
Project Reimbursable Expenses (Transportation,				\$ 2,400
Total Task 1-9 + Project Reimbursables				\$ 102,840
Optional - Printing				
Option 1				\$ 6,320
Option 2				\$ 7,580