

FIRST AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated October 24, 2016, is made and entered into April 12, 2017 (the "First Amendment"), and is effective as of February 1, 2017 (the "Effective Date") by and between Tetra Tech Engineers, Architects, and Landscape Architects, PC, with offices located at 5 Hanover Square, Suite 502, New York, NY 10004 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC"), operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"). Each of the foregoing are referred to individually herein as a "Party" and, collectively, the "Parties".

WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 24, 2016, made effective as of July 7, 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;

WHEREAS, GOSR is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement;

WHEREAS, HTFC and Contractor's Total Fee in the Agreement totaled \$1,282,480.00;

WHEREAS, GOSR wishes to obtain additional project management services from Contractor consistent with the scope of services set forth on Exhibit A to the Agreement;

WHEREAS, GOSR seeks such additional services in the amount of \$364,000.00 thereby increasing Exhibit B's "Total" to an amount of \$1,646,480.00;

WHEREAS, the term of the Agreement commenced on July 7, 2016 and shall terminate on July 6, 2017;

WHEREAS, GOSR wishes to increase the Agreement term by extending the deadline for performance to January 31, 2018;

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this First Amendment in order for GOSR to obtain those additional services and extend the period of performance; and

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:

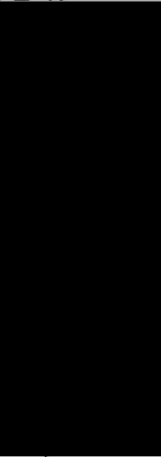
1. The second sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following:  
“Contractor agrees that in no event will HTFFC pay the Contractor more than \$1,646,480.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. The first sentence of Section 4 of the Agreement, entitled “Period of Agreement”, is hereby deleted and replaced with the following:  
“This Agreement shall commence as of the Effective Date and shall terminate on January 31, 2018.”
3. Exhibit B1 to this First Amendment is hereby appended to Exhibit B of the Agreement.
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.

**Tetra Tech Engineers, Architects,  
and Landscape Architects, PC**

**Housing Trust Fund Corporation**

By:  \_\_\_\_\_  
Name: Michael Bomar  
Title: Vice President

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

**EXHIBIT B1**

**Fee Schedule**

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**The following is hereby appended to the Fee Schedule at Exhibit B to the Agreement:**

1. Project management services shall be provided in furtherance of the Key Objectives set forth in Exhibit A to the Agreement and shall be paid pursuant to invoices against a duly executed Task Order for labor and services in accordance with the rate set forth below.

<b>Payment Name</b>	<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Payment Type</b>
Project Management Services	Project Manager	\$175/hour	2,080	Labor and Services