

FIRST AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated June 16, 2014, is made and entered into March 13, 2015 (the "First Amendment") between ALT CONSULTING, INCORPORATED, having an office located at 2527 East 1<sup>st</sup> Street, Brooklyn, New York 10036 ("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 the successful bidder pursuant to a request for proposals issued by HTFC on June 4, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 16, 2014, 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

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 Contractor's Total Fee in the Contract for Services dated June 16, 2014 totaled \$50,000; and

WHEREAS, GOSR wishes to amend Exhibit A "Scope of Services" to obtain additional services from Contractor not within the Agreement, but which are permitted under the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$50,000 thereby increasing Exhibit B's "Total Fee" to a total amount of \$100,000; and

WHEREAS, the term of the Agreement commenced on June 16, 2014 and shall terminate on June 16, 2015; and

WHEREAS, GOSR wishes to increase the Agreement term by an additional thirteen (13) weeks thereby extending the period of performance to September 15, 2015; and

WHEREAS, GOSR wishes to revise the Contract for Services to include additional insurance requirements; and

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this First Amendment in order for GOSR to obtain those additional services, extend the period of performance and revise the insurance requirements; 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 first two sentences of Section 2(a) of the Agreement are hereby deleted and replaced with the following:

“HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in Exhibit B (also referred to herein as the “Fee Schedule”). Contractor agrees that in no event will HTFC pay Contractor more than \$100,000 (“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:
  4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate on September 15, 2015.
3. Section 11(b) of the Agreement, entitled “Insurance,” is hereby amended by changing subsection (ii) entitled “Workers Compensation” to subsection (iii).
4. Section 11(b) of the Agreement is hereby amended inserting:

“ii. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.” after subsection (i), and

“iv. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000).” after subsection (iii).
5. The sentence after subsection (iv) in Section 11(b) of the Agreement is hereby deleted and replaced with the following paragraph:

“The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall only be subject to b(i)-(iii) of this Section; however, Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.”

6. Exhibit A to the Agreement, entitled “Scope of Services”, is hereby deleted in its entirety and replaced with the following:

EXHIBIT A  
SCOPE OF SERVICES

1. The scope of work includes two Release phases:
  - Release Phase 1:
    - i. Requirements Assessment Phase: This phase involves the elaboration of existing requirements and design documentation based on information collected from end users;
    - ii. Implementation Phase: development of code and testing through release of application.
  - Release Phase 2:
    - i. Implementation Phase: Development of loaders and reports for contracts, task orders, contract amendments and all supporting information pertaining to these data items; support of existing production of vendor draw data; loading Vendor Draws on a regular basis until interactive modules are developed and robust for the finance staff to take over this function; vendor draw data is to be analyzed and reported after it is loaded on a regular weekly cycle; general Visual Basic for Access (VBA Access/Excel) and Structured Query Language (SQL) development with the aforementioned data items.
2. Key Tasks and Deliverables:
  - Importation of all invoices, sub agreements, draws and supporting data for all programs into one central repository database;
  - Reporting and tracking (similar to Interim Mortgage Assistance and Infrastructure), ability to quickly construct aggregates and reports, which can be used internally and externally;
  - Generation of Export files to upload to HTFC;
  - Generation of Export files to Disaster Recovery Grant Reporting (DRGR);

- Electronic approval workflow for signature approval for contracts, agreements and invoices.

7. Exhibit B to the Agreement, entitled “Fee Schedule”, is hereby deleted in its entirety and replaced with the following:

EXHIBIT B  
FEE SCHEDULE

<b>Phase</b>	<b>Title</b>	<b>Quantity</b>	<b>Rate</b>	<b>Period</b>
Release 1	Financial Programmer	1		
Release 2	Financial Programmer	1		
<b><u>Total</u></b> <b><u>Not to Exceed</u></b>				<b><u>\$100,000.00</u></b>

**Schedule of Payments**

Payments will be made to the ALT Consulting Inc. based on the frequency by which invoices are received by the Contractor. The Contractor should submit their invoice to [HTF.FinanceUnit@nysher.org](mailto:HTF.FinanceUnit@nysher.org). HTFC recommends that the Contractor submit invoices to HTFC on monthly basis. HTFC will process the invoice within 30 days of receipt of the invoice.

Contractor agrees that in no event will the Contractor be paid more than \$100,000.00 for the services unless authorized in writing by HTFC.

8. 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.

**ALT Consultants, Incorporated**

**Housing Trust Fund Corporation**

By  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name: JAMES RUBIN  
Title: Executive Director, Governor's  
Office of Recovery  
Date: 3/12/15