

FIRST AMENDMENT OF CONTRACT FOR PLANNING, TECHNICAL AND
PROFESSIONAL SERVICES

THIS FIRST AMENDMENT to the Contract for Services (the "First Amendment") is made and entered into 10/10/2014, 2014 between Ove Arup & Partners P.C., having an office at 77 Water Street, New York, New York 10005 ("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 25, 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 communities 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 10, 2014, extending and clarifying certain deliverable due dates;

WHEREAS, HTFC required additional planning, technical and professional services, in addition to those services for which a budget was previously established, for the creation comprehensive text and visual aids to be used at the Building Back Better: NY Rising Communities Spring Conference, held on April 23, 2014 ("Spring Conference");

WHEREAS, HTFC desires to modify the not to exceed amount of the Contract to cover expenses incurred by the Contractor pertaining to the Freeport community;

WHEREAS, HTFC and the Contractor desire to amend the Contract for Services by means of this First Amendment in order to provide additional planning, technical and professional services to the NYRCR Planning Committees ("Spring Conference Expenses") and address expenses incurred by the Contractor pertaining to the Freeport community;

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 to read as follows:
 3. Compensation. (a) HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event, except for as provided by subsection (b) of this Section 3, will the Contractor be paid more than \$2,104,282.77 for the Services unless authorized in writing by HTFC.
 - (b) Spring Conference Expenses. HTFC agrees to pay the Contractor an amount not to exceed \$1,801.95, 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. 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.
2. Exhibit A – Scope of Services is amended to add the following Section XX to read as follows:

XX. SPRING CONFERENCE EXPENSES

(a) Contractor agrees to provide HTFC with additional planning, technical, and professional services to support the Spring Conference. Upon written request and in accordance with guidance provided by HTFC, Contractor will create comprehensive text and visual aids to assist in the dissemination of final NYRCR plan components to the public, conference attendees and to representatives of each NYRCR Planning Committee at the Spring Conference.

(b) Contractor agrees to provide HTFC with additional planning, technical, and professional services to support the Spring Conference. HTFC agrees to pay Contractor wages and expenses incurred by no more than two members of Contractor's staff each of whom may charge up to but not to exceed a maximum of seven and one-half hours for services associated with Contractor's attendance and participation, as requested by HTFC, at the Spring Conference. HTFC will only reimburse Contractor for travel expenses incurred in accordance with and in compliance with Appendix 4.

3. The following provisions are included in Appendix 3 as Sections 26 and 27:

26. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

4. All other terms and conditions, including 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 First Amendment on the day and year first above written.

Ove Arup & Partners P.C.



By

Name: VORTUNE IDON

Title: ASSOCIATE PRINCIPAL

HOUSING TRUST FUND CORPORATION



By

Name: James Rubin

Title: Director, Governor's Office of Storm
Recovery

Date: 10/10/14