SECOND AMENDMENT OF CONTRACT FOR PLANNING, TECHNICAL AND PROFESSIONAL SERVICES

THIS SECOND AMENDMENT to the Contract for Services (the "Second Amendment"), is made and entered into June 12, 2014 between HR&A Advisors, Inc. having its principal office at 99 Hudson Street, Third Floor, New York, New York 10013 ("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 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 December 30, 2013, extending and clarifying certain deliverable due dates;

WHEREAS, HTFC and the Contractor entered into the First Amendment to the Contract for Services on April 25, 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 desire to amend the Contract for Services by means of this Second Amendment in order to provide planning, technical and professional services to Round Two Communities identified by the NYRCR program;

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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 $6,960,445.63 for the Services unless authorized in writing by HTFC.

   (b) Spring Conference Expenses. HTFC agrees to pay the Contractor an amount not to exceed $6,892.58, 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 XXI 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 XXI of the Scope of Services attached as Exhibit A.

2. Exhibit A – Scope of Services is amended as to read as follows:

   II. ASSIGNED COMMUNITIES

   a. A NY Rising Community (Community) may consist of one or more Census-designated places, villages, towns, or cities.

   b. The Communities assigned under this contract to the Contractor consist of the following groupings:

      i. ROUND ONE COMMUNITIES

         A. Breezy Point, Roxbury (B)

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B. Rockaway West: Neponsit, Belle Harbor, Rockaway Beach, Rockaway Park (B)

C. Rockaway East: Arverne, Edgemere, Bayswater, Far Rockway (B)

D. Lower Manhattan (B)

E. Broad Channel (B)

F. New Howard Beach, Old Howard Beach (B)

G. Red Hook (B)

ii. ROUND TWO COMMUNITIES

A. Georgetown, Marine Park, Bergen Beach, Mill Basin (B)

B. Canarsie (B)

C. Schuylerville, Throgs Neck, Edgewater Park (A)

3. In lieu of the deliverable dates set forth by Exhibit A to the Contract for Services - Scope of Services - the following deliverable dates shall apply to work performed to support a Round Two Community:

a. The due date for the final draft of the work plan under Section IV (e) of the Scope of Services shall be June 13, 2014.

b. The due date for the first public engagement meeting under Section XI (g)(ii) of the Scope of Services shall be no later than July 18, 2014, and the due date for the second public engagement meeting under Section XI (g)(ii) of the Scope of Services shall be no later than August 29, 2014.

c. The due date for the third public engagement meeting under Section XI (g)(iii)(1) of the Scope of Services shall be no later than November 14, 2014.

d. The due date for the fourth public engagement meeting under Section XI (g)(iii)(2) of the Scope of Services shall be no later than January 16, 2015.

e. The due date for a list of strategies described in detail under Section XVI (f) of the Scope of Services shall be September 12, 2014.

f. The due date for the list of projects and actions under Section XVI (f) of the Scope of Services shall be October 3, 2014.

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g. The due date for the first draft CR plan under Section XIX (d) of the Scope of Services shall be October 22, 2014 (the first draft CR plan will include an updated list of projects, Section IV of the CR plan (project profiles) and Section V of the CR plan (additional materials including a list of additional resiliency recommendations, a master table of projects, review of the public engagement process, community asset inventory, end notes, and glossary), and shall be November 14, 2014 for the second draft CR plan.

h. The due date for the final CR plan under Section XIX (f) of the Scope of Services shall be December 5, 2014.

i. Section I of the CR plan, including the overview, geographic scope, description of storm damage, critical issues, community vision, and the relationship to regional plans, shall be due on August 1, 2014.

j. Section II of the CR plan, including, the description of assets, risk assessment, and needs and opportunities assessment, shall be due on August 22, 2014.

4. The Conceptual Plan deliverable set forth under Section XVIII of the Scope of Services shall not be required for Round Two Communities.

5. 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 Second Amendment on the day and year first above written.

HR&A ADVISORS, INC.

By: [redacted]
Name: Jamie Howes Springer
Title: Vice President

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HOUSING TRUST FUND CORPORATION

Name: James Rubin
Title: Director, Governor's Office of Storm Recovery

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