

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated December 8, 2014, is made and entered into April 27, 2015 (the "First Amendment") between SCAPE/LANDSCAPE ARCHITECTURE PLLC, having an office located at 277 Broadway, Suite 1606, New York, New York 10007 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on December 8, 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 December 8, 2014 totaled \$125,200.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor within the scope of services provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$150,000.00 thereby increasing Exhibit B's "Total" to an amount of \$275,200.00; and

WHEREAS, the term of the Agreement commenced on November 20, 2014 and shall terminate on May 19, 2015; and

WHEREAS, GOSR wishes to increase the Agreement term by an additional three (3) months thereby extending the period of performance to August 19, 2015; 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

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 \$275,200.00 (“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:
 4. Period of Agreement. This Agreement shall commence as of the Effective Date and shall terminate on August 19, 2015.
3. The “not to exceed” amount in the first sentence of Exhibit B to the Agreement, entitled “Fee Schedule”, is hereby deleted and replaced with the following: “\$275,200.00.”
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.

Exhibit B – Fee Schedule

The Fee Structure is as follows: Compensation for work will be lump sum, deliverables based, and will not exceed: \$275,200.00*

Dec. 2014	\$30,000.00
Jan. 2015	\$30,000.00
Feb. 2015	\$30,000.00
Mar. 2015	\$8,400.00
Apr. 2015	\$50,000.00
May 2015	\$50,000.00
Jun. 2015	\$50,000.00
Jul. 2015	\$8,400.00
Aug. 2015	\$8,400.00
Not To Exceed Reimbursable Budget	\$10,000.00
Total	\$275,200.00

*Additional Rates, Terms and Compensation Schedules to be detailed by Task Order.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

SCAPE / LANDSCAPE Architecture, PLLC

Housing Trust Fund Corporation

By:

Name: Kate Orff, RLA

Title: Principal

Date:

April 21, 2015

By: _

Name: James Rubin

Title: Executive Director, Governor's
Office of Recovery

Date:

4/21/15