

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated January 20, 2015, is made and entered into ~~April 14~~, 2015 (the "First Amendment") between Tectonic Engineering & Surveying Consultants, having an office located at 70 Pleasant Hill Road, PO Box 37, Mountainville, New York 10953 ("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 a successful bidder pursuant to a request for proposals issued by HTFC on July 1, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on January 20, 2015, 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 January 20, 2015 totaled \$150,000.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within 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 \$4,850,000.00, thereby increasing Exhibit B's "Fee Schedule and Rates for CM Support Services Contracts" to a total amount of \$5,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee to allow Contractor to perform additional services;

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) is hereby deleted and replaced with the following:
“Contractor agrees that in no event will HTFC pay the Contractor more than \$5,000,000.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. Subsection 2 of Exhibit B to the Agreement, entitled “Fee Schedule and Rates for CM Support Services Contracts”, is hereby deleted and replaced with the following:
“2 Total Compensation for services under this contract shall not exceed \$5,000,000.00.”
3. 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.

**Tectonic Engineering & Surveying
Consultants**

Housing Trust Fund Corporation

By: _____
Name: Peter T. Sutherland
Title: Vice President
Date: April 8, 2015

By _____
Name: James Rubin
Title: Director, Governor’s Office of Storm
Recovery
Date: 4/14/15