

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated August 31, 2016, is made and entered into August 11th 2017 (the "Second Amendment") between Abatement Unlimited, having an office located at 4332 Bullard Avenue, Bronx, NY 10466 ("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 qualifications issued by HTFC on October 5, 2015 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on August 31, 2016, 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 August 31, 2016 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 2, 2016 which increased the Total Fee to \$2,000,000.00; 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 \$2,000,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$4,000,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to December 31, 2018; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to increase the Total Fee and to extend the Term 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 Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following: "Notwithstanding the latter, Contractor agrees that in no event will HTFC pay the Contractor more than \$4,000,000.000 ("Contract Price") for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Agreement shall not exceed \$4,000,000.00."
2. Section 4.3 is hereby deleted and replaced with the following:
"Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: August 15, 2016 thru December 31, 2018."
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 Second Amendment on the day and year first above written.

Abatement Unlimited

By: 
Name: BILL MCKENZIE
Title: PRESIDENT
Date: 8-10-17

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 2/11/17