

SECOND AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS SECOND AMENDMENT to the Construction Agreement dated March 9, 2016 is made and entered into August 14, 2017 (the "SECOND Amendment") between RAPID CONSTRUCTION AND MANAGEMENT, having an office located at [REDACTED] ("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 successfully admitted to the Prequalified List (PQL) for RFQ# 201510_040 on January 12, 2016; and

WHEREAS, Contractor was a successful bidder pursuant to initial Invitations for Bid (IFB) #'s 001, 002,004 on 2/16/16, 2/17/16, and 3/1/16 respectively; and

WHEREAS, HTFC and Contractor entered a Construction Agreement (the "Agreement") on March 9, 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 Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Construction Agreement totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered a First Amendment to the Agreement on February 10, 2017 which increased the total fee by \$1,000,000.00 to a revised Contract Price of \$2,000,000.00; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$1,000,000.00 thereby increasing the Contract Price to a total amount of \$2,000,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to March 8, 2018; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this SECOND Amendment to increase the Contract Price 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 HTPC pay the Contractor more than \$3,000,000.00 ("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 \$3,000,000.00"
2. Section 4.3 of Article 4 is hereby deleted and replaced with the following:
"4.3 Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: **March 9, 2016 thru July 15, 2018**".
3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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.

Rap

By: 

Name: KENNETH S. FURMAN

Title: President

Date: 8/14/17

Housing Trust Fund Corporation

By: 

Name: Daniel Greene

Title: General Counsel,

Governor's Office of Storm Recovery

Date: 8/14/17