

THIRD AMENDMENT  
TO  
CONSTRUCTION AGREEMENT

THIS THIRD AMENDMENT to the Construction Agreement dated August 1, 2016, is made and entered October 30, 2017 (the "Third Amendment") between ADVANCED BUILDERS & LAND DEVELOPMENT, INC., having an office located at 400 Oser Avenue, Suite 2300, Hauppauge, NY 11788 ("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\_40 on January 12, 2016; and

WHEREAS, Contractor was a successful bidder pursuant to an initial Invitation for Bid (IFB) #0015E issued on May 2, 2016; and

WHEREAS, Contractor was a successful bidder for work attributable to said RFQ#201603\_047, pursuant to an initial invitation for Bid (IFB) # 047E issued on December 1, 2016; and

WHEREAS, the scope of work of these RFQ's is substantially similar such that, for administrative ease, they may properly be combined in a single construction agreement; and

WHEREAS, HTFC and contractor entered into a construction agreement (The "Agreement") on August 1, 2016, and made effective on May 18, 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 \$5,000,000.00; and

WHEREAS, HTFC and Contractor entered a First Amendment to the Agreement on October 24, 2016 which clarified and amended the insurance provisions with no change in Contract Amount or Term; and

WHEREAS, HTFC and Contractor entered a Second Amendment to the Agreement on January 31, 2017 which increased the total fee by \$5,000,000.00 to a revised Contract Price of \$10,000,000.00; 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 \$5,000,000.00, thereby increasing the Contract Price to a total amount of \$15,000,000.00; and

WHEREAS, GOSR seeks such additional services in the amount of \$5,000,000.00, thereby increasing the Contract Price to a total amount of \$15,000,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to May 18, 2018; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to increase the Contract Price and to extend the Term of the Agreement 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 \$15,000,000.00 ("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 \$15,000,000.00."

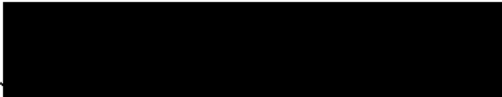
2. Section 4.3 of Article 4 is hereby deleted and replaced with the following:

"4.3 Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: **May 18, 2016 thru May 17, 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 Third Amendment on the day and year first above written.

Advanced Builders & Land Development, Inc.

By:   
Name: J. ULBA BARRAM  
Title: President  
Date: Oct 27 2017

Housing Trust Fund Corporation

By:   
Name: Daniel Greene  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 10/27/17