

THIRD AMENDMENT  
TO  
CONSTRUCTION AGREEMENT

THIS Third AMENDMENT to the Construction Agreement dated August 3, 2017, is made and entered into May 24, 2019 (the "THIRD Amendment") between ETS Contracting, INC., having an office located at 160 Clay Street, Brooklyn, NY 11222 ("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\_039 on April 12, 2017; and

WHEREAS, Contractor was a successful bidder pursuant to initial Invitations for Bid (IFB) #'s 063 and 064, released on June 23, 2017 and June 30, 2017 respectively; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (The "Agreement") on August 3, 2017, and made effective on July 28, 2017, 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 into a First Amendment to the Agreement on October 1, 2018 which extended the Agreement Term to July 27, 2019 with no change in Agreement Amount; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on January 8, 2019 which increased the contract value to \$1,100,000.00 with no change in Term; and

WHEREAS, HTFC 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, HTFC seeks such additional services in the amount of \$1,000,000.00, thereby increasing the Agreement Total Fee to \$2,100,000.00, with no change in Term; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment to increase the Agreement Amount in order 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 HITFC pay the Contractor more than \$2,100,000.00 ("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 \$2,100,000.00.**"
2. 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.

ETS Contracting, Inc.

Housing Trust Fund Corporation

By:   
Name: Andrzej Barnowski  
Title: President  
Date: 5/23/2019

By:   
Name: Emily Thompson  
Title: Acting General Counsel,  
Governor's Office of Storm Recovery  
Date: 5-24-19