

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated June 8, 2015, is made and entered into May 7, 2018 and made effective June 8, 2015 (the "Third Amendment"), between Landair, Inc. having an office located at 350 Fifth Avenue, 59th Floor, New York, NY 10118 ("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 December 3, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 8, 2015, effective April 13, 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, Contractor's Total Fee in the Contract for Services dated June 8, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment on May 5, 2016 which extended the Term to April 13, 2017 and increased the Total Fee to \$3,723,824.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a Second Amendment on July 13, 2017 which extended the Term to March 31, 2018 and increased the Total Fee to \$3,843,824.00; 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, HTFC/GOSR seeks such additional services in the amount of \$525,000.00, thereby increasing the Agreement's Total Fee to an amount of \$4,368,824.00; and

WHEREAS, HTFC/GOSR seeks to extend the Term through March 31, 2019 to allow Contractor to perform additional services; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to increase the Total Fee and extend the period of performance 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) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$4,368,824.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2019."
3. The date range associated with the Hourly Rates column, as contained in the Exhibit B Fee Schedule, currently titled "April 13, 2017 – April 12, 2018", is hereby replaced with the following date range: "April 13, 2017 – March 31, 2019."
4. 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 Third Amendment on the day and year first above written.

Landair, Inc.

By: 

Name: Leith ter Meulen
Title: President
Date: 5/3/2018

Housing Trust Fund Corporation

By: 

Name: Daniel Greene
Title: General Counsel, Governor's
Office of Storm Recovery
Date: 5/7/17