

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT (the "Third Amendment") to the Contract for Services dated October 24, 2016, is made and entered into as of October 26, 2017, and made effective as of October 1, 2017, (the "Effective Date") by and between Tetra Tech Engineers, Architects, and Landscape Architects, PC, with offices located at 5 Hanover Square, Suite 502, New York, NY 10004 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC"), operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"). Each of the foregoing are referred to individually herein as a "Party" and, collectively, the "Parties".

WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 24, 2016, made effective as of July 7, 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;

WHEREAS, HTFC and Contractor entered into a First Amendment (the "First Amendment") to the Agreement on April 12, 2017, made effective as of February 1, 2017, pursuant to which Contractor provides certain project management services;

WHEREAS, HTFC and Contractor entered into and made effective a Second Amendment (the "Second Amendment") to the Agreement on May 24, 2017, pursuant to which the Contractor provides certain schematic design services;

WHEREAS, GOSR is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement;

WHEREAS, HTFC and Contractor's Total Fee in the Agreement totals \$2,373,200.00;

WHEREAS, GOSR wishes to obtain additional project design and engineering services from Contractor consistent with the scope of services set forth on Exhibit A to the Agreement;

WHEREAS, GOSR seeks such additional services in the amount of \$1,839,270.00 thereby increasing Exhibit B's "Total" to an amount of \$4,212,470.00;

WHEREAS, the term of the Agreement commenced on July 7, 2016 and was amended once to terminate on May 31, 2018;

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this Third Amendment in order for GOSR to obtain those additional services; and


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 \$4,212,470.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. Exhibit B3 to this Third Amendment is hereby appended to Exhibit B of the Agreement.
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.

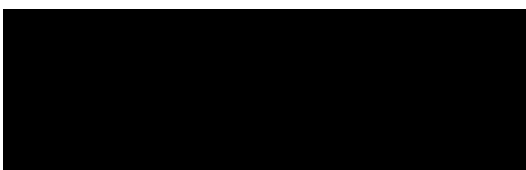
IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

**Tetra Tech Engineers, Architects,  
and Landscape Architects, PC**

By: 

Name: Michael Bomar  
Title: Vice President

**Housing Trust Fund Corporation**

By: 

Name: Daniel Greene  
Title: General Counsel  
Governor’s Office of Storm Recovery

**EXHIBIT B3**

**Fee Schedule**

The following is hereby appended to the Fee Schedule at Exhibit B to the Agreement:

1. Schematic design services set forth in the following tasks shall be provided in furtherance of the Key Objectives set forth in Exhibit A to the Agreement, specifically as a design component of Key Objective #9, and shall be paid pursuant to invoices against a duly executed Task Order in accordance with the lump sum fees below, due upon percentage completion milestones as set forth in a duly executed task order. For the avoidance of doubt, in accordance with the Key Objective #9 “Deliverables”, for each Task listed below, GOSR shall have the opportunity to review and provide comments to a “Draft” submission and a “Draft Final” submission incorporating such comments, prior to finalization and acceptance of the “Final” submission.

| <u>Task Description</u>                                      | <u>Lump Sum Fees</u> |
|--|----------------------|
| <b>COASTAL MARSH RESTORATION</b>                             |                      |
| Project Planning and Administration                          |                      |
| Literature Review and Data Compilation                       |                      |
| Field Surveys and Investigations                             |                      |
| Coastal Model Development                                    |                      |
| Offshore Borrow Site Assessment                              |                      |
| Geographic Information Systems (GIS) Database                |                      |
| Preliminary 30% Complete Design and Engineering              |                      |
| Regulatory Coordination                                      |                      |
| Design Report  |                      |
| <b>Coastal Marsh Restoration 30% Design Subtotal</b>         |                      |
| <b>LIVING WITH THE BAY MEETINGS &amp; PUBLIC INFORMATION</b> |                      |
| Stakeholder Meetings   |                      |
| Citizens Advisory Committee (CAC) Closed Session Briefings   |                      |
| Public CAC Meetings  |                      |
| Technical Advisory Committee (TAC) Meetings                  |                      |
| Meeting Materials & Public Information Documents             |                      |
| <b>LWTB Meetings &amp; Public Information Subtotal</b>       |                      |
| <b>PROJECT MANAGEMENT AND REPORTING</b>                      |                      |
| Project Management Plan                                      |                      |
| Schedule Development and Modification                        |                      |
| Project Reporting and Task Deliverables                      |                      |
| Quality Assurance and Quality Control                        |                      |

|  |  |  |
|--|--|--|
| <b>Project Management and Reporting Subtotal</b> |  |  |
| <b>SUBRECIPIENT PROGRAM DEVELOPMENT</b>          |  |  |
| Project Planning                                 |  |  |
| Opinions of Construction Costs                   |  |  |
| Meetings with Subrecipients                      |  |  |
| Updated Project Description                      |  |  |
| <b>Subrecipient Program Development Subtotal</b> |  |  |
| <b>AMENDMENT TOTAL</b>                           |  |  |