

THIRD AMENDMENT  
TO  
CONSTRUCTION AGREEMENT

THIS THIRD AMENDMENT to the Construction Agreement dated December 5, 2017, is made and entered into on **February 20, 2019** (the "Third Amendment") between Richmond Construction Inc. having an office located at 98 Jewett Avenue, Staten Island, NY 10302, ("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#201703\_055 on June 16, 2017; and

WHEREAS, Contractor was a successful bidder pursuant to an initial Invitation for Bid (IFB) #003 issued on October 9, 2017; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (the "Agreement") on December 5, 2017, and made effective on December 5, 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 March 7, 2018 which increased the total fee to \$2,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the agreement on October 1, 2018 which increased the total fee to \$3,000,000.00; 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, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to extend the Contract term to December 5, 2019, with no change in Contract value, 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. 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: December 5, 2018 thru December 5, 2019
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.

**Richmond Construction, Inc**

By:   
Name: Patricia Dhillon  
Title: Manager  
Date: 12/5/19

**Housing Trust Fund Corporation**

By:   
Name: Emily Thompson  
Title: Acting General Counsel,  
Governor's Office of Storm Recovery  
Date: 2/14/19