

FOURTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated August 15, 2016, is made and entered into March 16, 2020 (the "FOURTH Amendment") between Abatement Unlimited, having an office located at 4332 Bullard Avenue, Bronx, NY 10466 ("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 qualifications issued by HTFC on October 5, 2015 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on August 15, 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 particular Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Contract for Services dated August 15, 2016 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 2, 2016 which increased the Contract Price to \$2,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on August 11, 2017 which increased the Contract Price to \$4,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement in January 2019 which increased extended the Term of the Agreement through December 31, 2019; 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 \$500,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$4,500,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to August 14, 2021; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fourth Amendment in order to increase the Total Fee and to extend the Term 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 agree that in no event will HTFC pay the Contractor more than \$4,500,000.00 (“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 \$4,500,000.00.”
2. Section 4.3 is hereby deleted and replaced with the following: “Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: August 15, 2016 thru August 14, 2021.”
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 set forth herein.

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

Abatement Unlimited

By: 

Name: BILL MCKENDE
Title: PRESIDENT
Date: 3/2/20

Housing Trust Fund Corporation

By: 

Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery
Date: 3-6-2020