

FOURTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated July 21, 2016, is made and entered into September 7<sup>th</sup>, 2016 (the "Fourth Amendment") between Tectonic Engineering & Surveying Consultants P.C. with offices located at [REDACTED] and D&B Engineers and Architects, P.C. with offices located at [REDACTED] (individually and collectively referred to as "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 May 12, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 15, 2014 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 Total Fee in the Contract for Services dated October 15, 2014 totaled \$800,000.00;

WHEREAS, HTFC and Contractor entered into the First Amendment to increase the Total Fee to \$2,000,000.00 on December 19, 2014;

WHEREAS, HTFC and Contractor entered into the Second Amendment to increase the Total Fee to \$3,000,000.00 on October 1, 2015;

WHEREAS, HTFC and Contractor entered into the Third Amendment to increase the Total Fee to \$4,200,000.00 on March 6, 2016;

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;

WHEREAS, GOSR seeks such additional services in the amount of \$1,500,000.00, thereby increasing Contractor's Total Fee under the Agreement to the amount of \$5,700,000.00; 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 extend the period of performance to allow Contractor to perform additional services;

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness continue uninterrupted through the Effective Date of this Fourth Amendment until the amended term end date specified herein;


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 \$5,700,000.00 ("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 Performance," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on October 14, 2017."
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 Fourth Amendment on the day and year first above written.


**Tectonic Engineering & Surveying Consultants, P.C.**

By:   
Name: Peter T. Sutherland  
Title: Vice President  
Date: 9-8-16

**D&B Engineers and Architects, P.C.**

By:   
Name: RICHARD M. WALKA  
Title: SENIOR VICE PRESIDENT  
Date: SEPTEMBER 8, 2016

**Housing Trust Fund Corporation**

By:   
Name: Daniel Green  
Title: General Counsel  
Date: 9/22/16