

FOURTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated October 24, 2016, is made and entered into January 2, 2018 (the "Fourth Amendment"), and is effective as of February 1, 2018 (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, HTFC and Contractor entered into a Third Amendment (the "Third Amendment") to the Agreement on October 26, 2017, made effective as of October 1, 2017, pursuant to which the Contractor provides certain survey, modeling and 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 totaled \$4,212,470.00;

WHEREAS, GOSR wishes to obtain additional project management 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 \$374,920.00 thereby increasing Exhibit B's "Total" to an amount of \$4,587,390.00;

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

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this Fourth Amendment in order for GOSR to obtain those additional services and extend the period of performance for such 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:

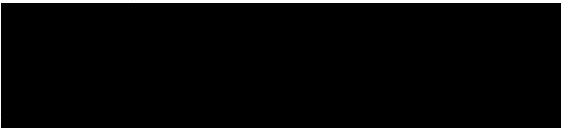
1. The second sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following:

"Contractor agrees that in no event will HTFC pay the Contractor more than \$4,587,390.00 ("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 January 31, 2019."
3. Exhibit B4 to this Fourth Amendment is hereby appended to Exhibit B of the Agreement.
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 Fourth 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

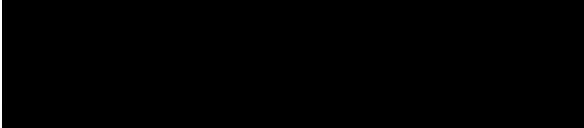
By: 
Name: Daniel Greene
Title: General Counsel
Governor's Office of Storm Recovery

EXHIBIT B4

Fee Schedule

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

1. Project management services shall be provided in furtherance of the Key Objectives set forth in Exhibit A to the Agreement and the Project Manager position listed in RFP #201603_048, and shall be paid pursuant to invoices against a duly executed Task Order for labor and services in accordance with the rates set forth below.

Payment Name	Position	Payment Type	Year	Rate	Annual Hours	Annual Fee
Project Management Services	Project Manager	Labor and Services	Feb. 1, 2018 – Jan. 31, 2019			\$374,920

TOTAL: \$374,920