

FIFTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated June 11, 2015, and made effective April 13, 2015, is made and entered into January 30, 20~~15~~<sup>20</sup>, (the "Fifth Amendment"), between M.J. Engineering and Land Surveying, P.C., having an office located at 1533 Crescent Road, Clifton Park, NY 12065 ("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 December 3, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 11, 2015, effective April 13, 2015, 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, Contractor's Total Fee in the Contract for Services dated June 11, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on May 6, 2016 which extended the Term to April 13, 2017, with no change in Total Fee, and added new compliance reporting, order of precedence, and MWBE goals provisions; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on December 1, 2017 which extended the Term to December 31, 2018 with no change in the Total Fee; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on January 25, 2019 which extended the Term through December 31, 2019 with no change in the Total Fee; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on April 30, 2019 which increased the Total Fee to \$1,250,000.00 with no change in Agreement Term; 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 seeks to extend the Term through March 31, 2020; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term to March 31, 2020, with no change in Total Fee, to allow Contractor to continue to provide 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 first sentence of Section 4 of the Agreement titled "Period of Agreement" is hereby deleted and replaced with the following:  
"This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2020".
2. Exhibit B Fee Schedule, as revised, is hereby replaced by the Exhibit B3 Fee Schedule appended hereto.
3. All references to the Exhibit B Fee Schedule are hereby replaced with the Exhibit B3 Fee Schedule, as appended hereto.
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 Fifth Amendment on the day and year first above written.

**M.J. Engineering and Land Surveying, P.C.**

By: 

Name: Michael D. Panichelli  
Title: President  
Date: 01.22.2020

**Housing Trust Fund Corporation**

By: 

Name: Emily Thompson  
Title: Acting General Counsel, Governor's  
Office of Storm Recovery  
Date: 1-30-2020

Exhibit B3

FEESCHEDULE

M. J. Engineering and Land Surveying, P. C.

Title	Hourly Rates (Inclusive of Travel Costs*)				
	Contract Year				
	April 13, 2015 - April 12, 2016	April 13, 2016 - April 12, 2017	April 13, 2017 - April 12, 2018	April 13, 2018 - December 31, 2019	January 1, 2020 - March 31, 2021
<b>Senior Project Manager</b>	\$185.00	\$188.00	\$190.00	\$190.00	\$190.00
<b>Project Manager</b>	\$135.00	\$140.00	\$145.00	\$145.00	\$145.00
<b>Financial Analyst I</b>	\$95.00	\$100.00	\$105.00	\$105.00	\$105.00
<b>Financial Analyst II</b>	\$120.00	\$125.00	\$130.00	\$130.00	\$130.00
<b>Technical Analyst I</b>	\$85.00	\$90.00	\$95.00	\$95.00	\$95.00
<b>Technical Analyst II</b>	\$95.00	\$100.00	\$105.00	\$105.00	\$105.00
<b>Technical Analyst III</b>	\$155.00	\$160.00	\$165.00	\$165.00	\$165.00

\* Limited local travel expenses authorized for specific business purposes, subject to GOSR approval, will be reimbursed separately.