

FIFTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services, dated May 19, 2015 and made effective April 13, 2015, is made and entered into February 1, 2019 (the "Fifth Amendment") between TELACU Construction Management, Inc., having an office located at 604 North Eckhoff Street, Orange, California 92868 ("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 proposals issued by HTFC on December 3, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on May 19, 2015 and made 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 May 19, 2015 totaled \$7,000,000.00;

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on October 28, 2015 which increased the Total Fee to \$7,861,600.00; and

WHEREAS, HTFC and Contractor entered into the Second Amendment to the Agreement on February 10, 2016 which increased the Total Fee to \$26,878,025.00 and extended the Term to December 31, 2017; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on March 10, 2017 which increased the Total Fee to \$31,878,025.00 and extended the Term to March 31, 2018; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on January 5, 2018 which increased the Total Fee to \$62,678,025.00 and extended the Term to December 31, 2019; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$657,800.00, thereby increasing the total compensation for services to an amount of \$63,335,825.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to increase the Total Fee 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 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 \$63,335,825.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. 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.

**TELACU Construction Management, Inc.**

By: 

Name: John Clem  
Title: President  
Date: 1/25/2019

**Housing Trust Fund Corporation**

By: 

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