

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated October 9, 2014, is made and entered into October 30, 2017 (the "Fifth Amendment") between Tectonic Engineering & Surveying Consultants P.C., with offices located at 70 Pleasant Hill Road, P.O. Box 37 Mountainville, New York 10953 and D&B Engineers and Architects, P.C., with offices located at 330 Crossways Park Drive, Woodbury, New York 11797 (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 9, 2014 totaled \$800,000.00; and

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

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

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on March 8, 2016 which increased the Total Fee to \$4,200,000.00; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on September 7, 2016 which increased the Total Fee to \$5,700,000.00; 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 \$500,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$6,200,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to December 31, 2018; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth 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 first sentence of Section 2(a) is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$6,200,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The first sentence of Section 4 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on December 31, 2018."

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


Tectonic Engineering & Surveying Consultants, P.C.

By: 
Name: Peter T. Sutherland
Title: Vice President
Date: October 30, 2017

D&B Engineers and Architects, P.C.

By: 
Name: RICHARD M. WALKA
Title: SENIOR VICE PRESIDENT
Date: OCTOBER 27, 2017

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 10/30/17