

SIXTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS SIXTH AMENDMENT to the Contract for Services dated October 9, 2014, is made and entered into March 1, 2019 (the "SIXTH 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 19, 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, HTFC and Contractor entered into a Fifth Amendment to the Agreement on October 30, 2017 which increased the Total Fee to \$6,200,000.00; and to extend the period of performance.

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 to extend the Term of the Agreement to December 31, 2019; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Sixth Amendment in order 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 4 is hereby deleted and replaced with the following:  
"This Agreement shall commence as of the Effective Date and shall terminate on December 31, 2019."
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 set forth herein.

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


Tectonic Engineering & Surveying, P.C.

By:   
Name: Peter T. Sutherland  
Title: Senior Vice President  
Date: 2/20/19

D&B Engineers and Architects, P.C.

By:   
Name: RICHARD M. WALKA  
Title: SENIOR VICE PRESIDENT  
Date: FEBRUARY 25, 2019

Housing Trust Fund Corporation

By:   
Name: Emily Thompson  
Title: Acting General Counsel,  
Governor's Office of Storm Recovery  
Date: 3-1-19