

NINTH AMENDMENT  
TO  
CONSTRUCTION AGREEMENT

THIS NINTH AMENDMENT to the Construction Agreement dated July 11, 2016, is made and entered into ~~January 17, 2016~~ (the "Ninth Amendment") between ALMAS CONSTRUCTION, LLC having an office located at 263 Route 25A, Wading River, NY 11792 ("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 successfully admitted to the Prequalified List (PQL) for RFQ#201510\_40 on January 12, 2016; and

WHEREAS, Contractor was a successful bidder for work attributable to said RFQ#201510\_040 pursuant to an initial Invitation for Bid (IFB) #0013E issued on May 16, 2016; and

WHEREAS, Contractor was successfully admitted to the Prequalified List (PQL) for RFQ#201603\_047 on August 11, 2016; and

WHEREAS, Contractor was a successful bidder for work attributable to said RFQ#201603\_047, pursuant to an initial invitation for Bid (IFB) # 031E issued on October 3, 2016; and

WHEREAS, the scope of work for these RFQ's is substantially similar such that, for administrative ease, they may properly be combined in a single construction agreement; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (The "Agreement") on July 11, 2016, and made effective on May 16, 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; 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 Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Construction Agreement totaled \$10,000,000.00; and

WHEREAS, HTFC entered into a First Amendment to the Agreement on November 2, 2016 which increased the total fee to \$20,000,000.00 and clarified and amended the insurance provisions; and

WHEREAS, HTFC entered into a Second Amendment to the Agreement on January 28, 2017 which increased the total fee to \$30,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on April 25, 2017 which extended the Term to May 15, 2018; and

WHEREAS, HTFC and Contractor entered a Fourth Amendment to the Agreement on May 5, 2017 which increased the total fee to \$40,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Fifth Amendment to the Agreement on December 27, 2017 which clarified the parameters of the scope of work to include work awarded under two substantially similar RFQ's, with no change in Agreement Term or Total Fee; and

WHEREAS, HTFC and Contractor entered into a Sixth Amendment to the Agreement on July 3, 2018 which increased the total fee to \$43,375,000.00 and extended the Term to May 15, 2019; and

WHEREAS, HTFC and Contractor entered into a Seventh Amendment to the Agreement on December 21, 2018 which increased the total fee to \$49,230,000.00 and

WHEREAS, HTFC and Contractor entered into an Eight Amendment to the Agreement on June 25, 2019 which increased the total fee to \$50,730,000.00 and extended the Term to May 15, 2020; and

WHEREAS, HTFC 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 such additional services in the amount of \$1,000,000.00, thereby increasing the agreement Total Fee to \$51,730,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Ninth Amendment to increase the Contract Price, with no change in 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 Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following:  
"Notwithstanding the latter, Contractor agrees that in no event will HTFC pay the Contractor more than \$51,730,000.00 ("Contract Price") for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Contract shall not exceed \$51,730,000.00."
2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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 Ninth Amendment on the day and year first above written.

Almas Construction, LLC

Housing Trust Fund Corporation

By:   
Name: Nicholas Bowmas  
Title: Managing Member  
Date: 1/14/2020

By:   
Name: Emily Thompson  
Title: Acting General Counsel,  
Governor's Office of Storm Recovery  
Date: 1-17-2020