

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated October 6, 2014, is made and entered into 19 January, 2018 (the "Third Amendment") between Tetra Tech, Inc., having an office located at 5 Hanover Square, Suite 502, New York, NY 10004 ("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 6, 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 6, 2014 totaled \$800,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on February 2, 2016 which increased the Total Fee to \$1,600,000.00 and extended the term to October 14, 2016; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on September 15, 2016 which increased the Total Fee to \$2,100,000.00 and extended the term to December 31, 2017; 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 \$1,000,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$3,100,000.00; 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 Third Amendment in order to increase the Total Fee and to extend the Term to allow Contractor to perform additional services;


construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. Task Order number;
- iv. Description of services, quantity of Services, unit or rate of measure of the items delivered;
- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Receipts and expense reports;
- viii. Subcontractor invoices;
- ix. Federal and state forms;
- x. Name and address of official to whom payment is to be sent;
- xi. Name, title, and phone number of person to notify in the event of defective invoice; and
- xii. Additional information as reasonably required by GOSR.


6. 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 Third Amendment on the day and year first above written.

**Tetra Tech, Inc.**

By:   
Name: Andrew Mazzeo  
Title: Northeast Operations Manager  
Date: 01/17/2018

**Housing Trust Fund Corporation**

By:   
Name: Daniel Greene  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 1/19/18