

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated January 20, 2015, is made and entered into August 28, 2018, and made effective October 23, 2014 (the "Fifth Amendment"), between Dewberry Engineers, Inc., having an office located at 31 Penn Plaza, 132 West 31st Street, 3rd Floor, New York, NY 10001 ("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 July 1, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on January 20, 2015, and made effective October 23, 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, Contractor's Total Fee in the Contract for Services dated January 20, 2015 totaled \$500,000.00; and

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on April 14, 2015 which increased the Total Fee to \$5,000,000; and

WHEREAS, HTFC and Contractor entered into the Second Amendment to the Agreement on November 5, 2015, which extended the Term of the Agreement to October 22, 2016; and

WHEREAS, HTFC/GOSR and Contractor entered into the Third Amendment to the Agreement on September 26, 2016, which extended the Term of the Agreement to May 31, 2017 and increased the Total Fee to \$6,002,100.00; and

WHEREAS, HTFC/GOSR and Contractor entered into the Fourth Amendment to the Agreement on July 27, 2017, which extended the Term of the Agreement to March 31, 2018 and increased the Total Fee to \$7,002,100.00.

WHEREAS, HTFC/GOSR and Contractor wish 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 continue to provide services;

WHEREAS, GOSR seeks such additional services in the amount of \$1,400,000.00, thereby increasing the Agreement's Total Fee to an amount of \$8,402,100.00; and

WHEREAS, GOSR desires to extend the Term through March 31, 2019; and


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) is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$8,402,100.00 ("Total Fee") for the Services under all Task Orders under this Agreement".
2. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2019."
3. Subsection 2 of Exhibit B to the Agreement, entitled "Fee Schedule and Rates for CM Support Services Contracts", is hereby deleted and replaced with the following: "Total Compensation for services under this contract shall not exceed \$8,402,100.00."
4. 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.

Dewberry Engineers, Inc.

By: 
Name: Ileana S. Ivanciu, PhD
Title: Senior Vice President
Date: August 14, 2018

Housing Trust Fund Corporation

By: 
Name: Daniel Greene
Title: General Counsel, Governor's Office
Storm Recovery
Date: 8/22/18