

FOURTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FOURTH AMENDMENT to the Contract for Services dated May 21, 2014, is made and entered into on August 22, 2017 (the "Fourth Amendment"), effective May 21, 2014, between HUNT, GUILLOT & ASSOCIATES, LLC, having an office located at [REDACTED] [REDACTED] ("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 March 14, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on May 21, 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 May 21, 2014 totaled \$50,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on July 9, 2014 which increased the Total Fee to \$32,000,000.00 and extended the Term to May 20, 2016; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on August 25, 2014 to revise and update certain insurance requirements set forth in Section 11 of the Agreement; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on May 20, 2016 which increased the Total Fee to \$40,000,000.00 and extended the Term to May 20, 2018; 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 \$6,941,664.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of \$46,941,664.00; and


WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fourth Amendment in order to increase the Total Fee 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) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$46,941,664.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. Exhibit B to this Fourth Amendment, as appended hereto, hereby replaces Exhibit B to the Agreement.
3. 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 Fourth Amendment on the day and year first above written.

Hunt, Guillot & Associates

By: 
Name: *Jay Guillot*
Title: *SUP*
Date: *August 21st, 2017*

Housing Trust Fund Corporation

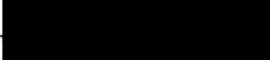
By: 
Name: *Daniel Greene*
Title: *General Counsel, Governor's Office
of Storm Recovery*
Date: *8/22/17*

EXHIBIT B
FEE SCHEDULE

STAFFING TABLE

| Program | <u>Year 1</u> May 2015 | <u>Year 2</u> May 2016 | <u>Year 3</u> May 2017 | <u>Year 4</u> May 2018 |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| CR – Long Island | 9.1 | 10.1 | 8.5 | 6.5 |
| CR – NYC | 5.2 | 6.2 | 6.5 | 5.5 |
| CR – Upstate | 9.1 | 10.4 | 9.5 | 6.5 |
| Infrastructure | 5.2 | 3.1 | 3.0 | 1.5 |
| PMO | 7.8 | 4.8 | 4.5 | 2.5 |
| Total | 36.4 | 34.6 | 32.0 | 22.5 |

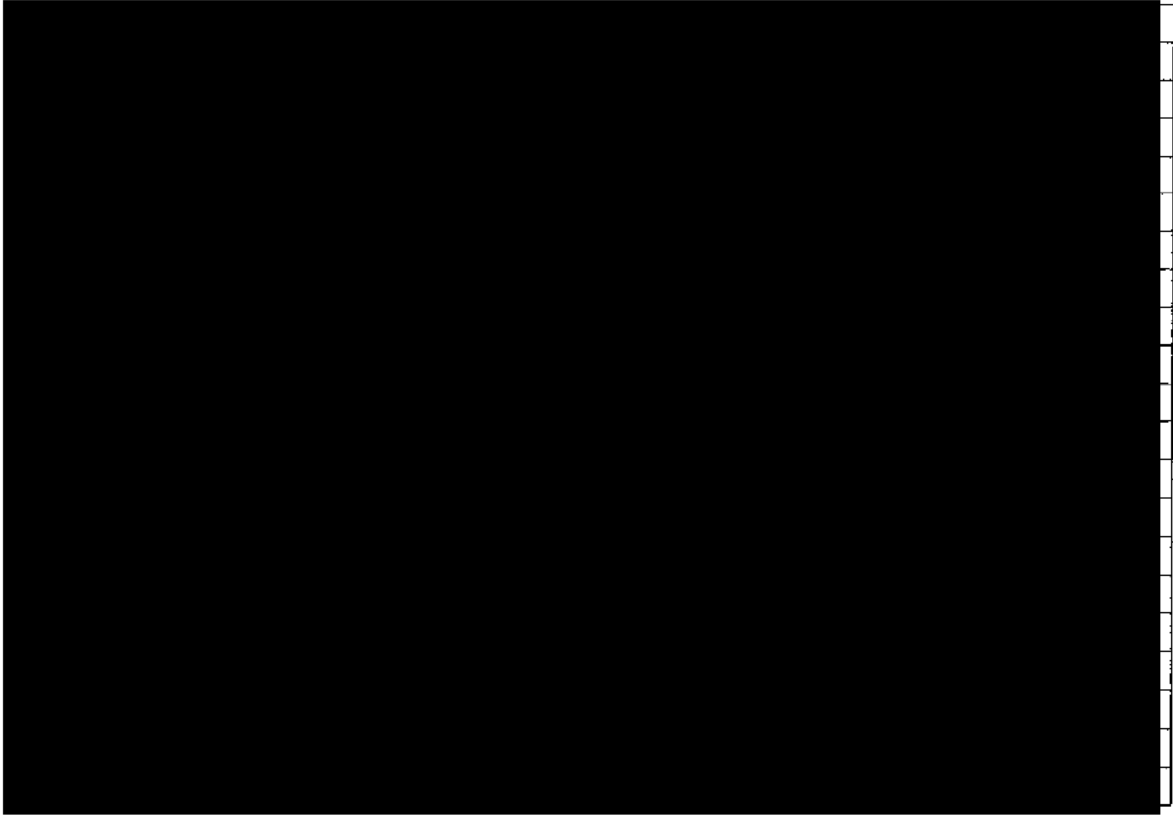
FOUR-YEAR BUDGET TABLE

| Ending Year Program | <u>Year 1</u> May 2015 | <u>Year 2</u> May 2016 | <u>Year 3</u> May 2017 | <u>Year 4</u> May 2018 |
|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| CR – Long Island | | | | |
| CR – NYC | | | | |
| CR – Upstate | | | | |
| Infrastructure | | | | |
| PMO | | | | |
| Yearly Total | | | | |
| Cumulative Total | | | | |

*Contractor may re-allocate budgeted funds for a given Year between and amongst Program areas, as required, provided that both pre-approval is granted by GOSR in writing and total compensation does not exceed the given Year's total budgeted amount.

RATE TABLE

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*The above Bill Rates do not include in-state program travel.

*Contractor's current rates will remain the same for Year 3 and Year 4. Contractor may request a rate increase based on the CPI after Year 4.