

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated October 15, 2014, is made and entered into March 8, 2016 (the "Third Amendment") between Tectonic Engineering & Surveying Consultants P.C. with offices located at 70 Pleasant Hill Road, PO 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 15, 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 15, 2014 totaled \$800,000.00;

WHEREAS, HTFC and Contractor entered into the First Amendment to increase the Total Fee to \$2,000,000.00 on December 19, 2014;

WHEREAS, HTFC and Contractor entered into the Second Amendment to increase the Total Fee to \$3,000,000.00 on October 1, 2015;

WHEREAS, GOSR 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, GOSR seeks such additional services in the amount of \$1,200,000.00, thereby increasing Contractor's Total Fee under the Agreement to the amount of \$4,200,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third 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. Section 1 of the Agreement, entitled "General Obligations of the Contractor," is hereby supplemented by a new Section 1(f) and reads as follows:
2. (f) The Contractor shall submit all compliance documentation required by Appendix III attached hereto, or otherwise required by any RFP, Task Order(s), or other attachments to this Contract for Services or any Task Order(s), by electronic submission to GOSR's Management System of Record, Elation Systems, in such form and with such frequency as set forth in the applicable requirements documents.
3. The second 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 \$4,200,000.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
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.
5. Section 14(g) of the Agreement, entitled "Order of Precedence," is hereby deleted and replaced with the following:

(g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be 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. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix III – Diversity Forms
- iv. Appendix IV – Construction Related Terms and Forms (if applicable)
- v. Appendix A – Standard Clauses for New York State Contracts
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. The Applicable Task Order
- x. Proposal Documents
- xi. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

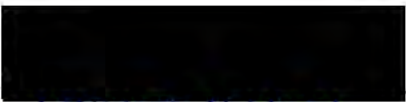
IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

Tectonic Engineering & Surveying Consultants, P.C.

By: 

Name: Peter T. Sutherland
Title: Vice President
Date: 3/2/16

D&B Engineers and Architects, P.C.

By: 

Name: RICHARD M. WALKA
Title: SENIOR VICE PRESIDENT
Date: MARCH 3, 2016

Housing Trust Fund Corporation

By: 

Name:
Title: Genl Counsel
Date: 3/8/16