

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services dated October 24, 2016, is made and entered into, and made effective as of May 24, 2017, (the "Effective Date") by and between Tetra Tech Engineers, Architects, and Landscape Architects, PC, with offices located at [REDACTED] ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC"), operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"). Each of the foregoing are referred to individually herein as a "Party" and, collectively, the "Parties".

WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 24, 2016, made effective as of July 7, 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;

WHEREAS, HTFC and Contractor entered into a First Amendment (the "First Amendment") to the Agreement on April 12, 2017, made effective as of February 1, 2017, pursuant to which Contractor provides certain project management services;

WHEREAS, GOSR is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement;

WHEREAS, HTFC and Contractor's Total Fee in the Agreement totals \$1,646,480.00;

WHEREAS, GOSR wishes to obtain additional project design and engineering services from Contractor consistent with the scope of services set forth on Exhibit A to the Agreement;

WHEREAS, GOSR seeks such additional services in the amount of \$726,720.00 thereby increasing Exhibit B's "Total" to an amount of \$2,373,200.00;

WHEREAS, the term of the Agreement commenced on July 7, 2016 and terminates on January 31, 2018;

WHEREAS, GOSR wishes to increase the Agreement term by extending the deadline for performance to May 31, 2018;

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this Second Amendment in order for GOSR to obtain those additional services and extend the period of performance; and

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

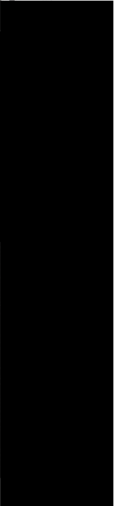
STIPULATED AND AGREED as follows:

1. The second sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following:
“Contractor agrees that in no event will HTFC pay the Contractor more than \$2,373,200.00 (“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 May 31, 2018.”
3. Exhibit B2 to this Second Amendment is hereby appended to Exhibit B of the 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.

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

Tetra Tech Engineers, Architects,
and Landscape Architects, PC

Housing Trust Fund Corporation

By: 
Name:
Title:


By: 
Name: Daniel Greene
Title: ~~General Counsel~~
Governor's Office of Storm Recovery

EXHIBIT B2

Fee Schedule

The following is hereby appended to the Fee Schedule at Exhibit B to the Agreement:

1. Schematic design services set forth in the following tasks shall be provided in furtherance of the Key Objectives set forth in Exhibit A to the Agreement, specifically as a design component of Key Objective #9, and shall be paid pursuant to invoices against a duly executed Task Order in accordance with the lump sum fees below, due upon percentage completion milestones as set forth in a duly executed task order. For the avoidance of doubt, in accordance with the Key Objective #9 "Deliverables", for each Task listed below, GOSR shall have the opportunity to review and provide comments to a "Draft" submission and a "Draft Final" submission incorporating such comments, prior to finalization and acceptance of the "Final" submission.

Task Description	Lump Sum Fees
NYS Parks Design Reviews (4 total)	\$ 69,270
Smith Pond Final 30% Design	\$ 297,100
East Rockaway High School/Blue Green Park Final 30% Design	\$ 291,450
Greenway Design Final 30% Design	\$ 50,080
Support for APA and Environmental Review	\$ 18,820
TOTAL	\$ 726,720