

FIFTH AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated August 15, 2016, is made and entered into February 09, 2022 (the “FIFTH Amendment”) between Abatement Unlimited, having an office located at 4332 Bullard Avenue, Bronx, NY 10466 (“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 October 5, 2015 (the “RFQ”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on August 31, 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; 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 August 15, 2016 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 2, 2016 which increased the Total Fee to \$2,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on August 11, 2017 which increased the Total Fee to \$4,000,000.00 and extended the Term of the Agreement until December 31, 2018; and

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on February 20, 2019 which extended the Term of the Agreement through December 21, 2019; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on March 6, 2020 which increased the Total Fee to \$4,500,000.00 and extended the Term of the Agreement through August 14, 2021;

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 to extend the Term of the Agreement to November 14, 2022; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to extend the Term 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 4.3 is hereby deleted and replaced with the following:

“Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: August 15, 2016 thru November 14, 2022.”

2. 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.

Abatement Unlimited

By: Bill McKenzie
Name: Bill McKenzie
Title: President
Date: 02/07/2022

Housing Trust Fund Corporation

By: Emily Thompson
Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery
Date: 2/9/2022