

AMENDMENT NO. 2

**AGREEMENT
between
the VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY
and
TETRA TECH, INC.**

This Amendment ("Amendment") is made this 30th day of December, 2020 by and between the Virgin Islands Housing Finance Authority ("VIHFA") and Tetra Tech, Inc. ("Tetra Tech").

WHEREAS, VIHFA and Tetra Tech entered into a professional services contract to develop action plan(s), any amendments and implementation services ("Agreement") for the Community Development Block Grant Mitigation ("CDBG-MIT"), and other programs as needed; and

WHEREAS, per Paragraph 3 of the contract, the parties agreed that the Contract Amount (\$1,027,300.00) was determined assuming a April 6th, 2020 HUD submission deadline and if any extension to the submission deadline, as granted by HUD, will result in increased costs for Tetra Tech in terms of additional staff time, housing, travel and other expenses (the "Extension Costs"); and

WHEREAS, per Amendment 1 of the contract, the parties agreed to increase the contract value to an amount not to exceed \$1,361,750.28 to cover additional costs as the submittal deadline of the CDBG-MIT Plan was extended to January 4, 2021; and

WHEREAS, in anticipation of any requested changes or questions from HUD on the submitted CDBG-MIT Plan, both parties would like to cover anticipated costs from January 4, 2021 to February 28, 2021, which costs are to be incurred on a task order basis; and

WHEREAS, the increase in personnel time and other expenses to complete additional work, on a as needed basis, is estimated to be \$ [REDACTED].

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Amendment, the parties hereto do covenant and agree as follows:

Section 1: Paragraph 3 "Compensation" is amended (i) by increasing the compensation amount an additional [REDACTED] and (ii) to read "not to exceed One Million Five Hundred Forty-Six Thousand Eight Hundred and Twenty-Six Dollars and Forty-Six Cents (\$1,546,826.46).

Section 2: The pricing schedule outlining the budgetary cost lines for the additional \$ [REDACTED] is below:



**APPENDIX A:
 Contract Amendment Estimated Pricing Schedule**

Extension Period: January – February 2021					
Section 1: Requested Positions					
Position	# of Staff	Hourly Rate	Estimated Hours per Week	Estimated Timing (# of weeks)	Estimated NTE Total
Principal-In Charge				8	
Project Executive				8	
Project Manager				8	
HUD CDBG SME				8	
Data Analyst				8	
Subtotal					
Section 2: Anticipated Expenses					
Ongoing Expenses	Unit	Rate		Estimated Timing (# of weeks)	Estimated Total
Travel (airfare) ¹	1			3	
Travel (car rental)	1			8	
Housing (weekly lump sum) ²	1			8	
Per Diem ³	2			8	
Office Space ⁴	1			0	
Contingency (only reimbursed if costs expended) ⁵					
Subtotal					

Footnotes:

[1] Travel Airfare assumes ■ staff with 3 trips total at ■/trip (as may be required and approved by VIHFA).

[2] Housing is budgeted at 8 staff weeks at the current GSA rate of ■/night, although it is the goal of Tetra Tech to continue using longer-term lodging to reduce overall lodging costs; current GSA hotel rate is \$249 Apr-Dec, \$349 Jan-Mar (as may be required and approved by VIHFA).

[3] Per diem is budgeted at GSA rate for meals ■ per day for 8 staff weeks for 2 staff.

[4] Office space will only be covered under TOI for the time period specified, depending on need.

[5] Other fees are for other incidental costs such as printing, courier charges, and other misc. expenses (as needed).

Tetra Tech shall invoice for the items outlined above as follows, not to exceed the total amount per the approved extension.

- Sections 1 and 2: Personnel costs to be billed on an hourly basis x rate (per personnel)

Documentation: Timesheets indicating Name of Person, Title/Labor category, hours worked (by day), bill rate and description of work provided (to potentially include applicant identifier) and deliverables


Section 3: All work completed under this Amendment will be assigned through a task order and/or project assignment. The task order will specify staff, time and estimated cost to complete a deliverable and must be provided to VIHFA for review and approval prior to the commencement of any activity/deliverable. Any work or activity not supported by an approved task order is not eligible for payment.

Section 4: All other requirement and provisions of Agreement between the VIHFA and Tetra Tech (Contract No.: 2020-CDBG-DR-001), dated the 13th of December 2019, including Amendment I, shall remain in full force and effect.

WITNESS:


Betty Kamara, Contracts Manager
DATE: 12/30/2020

TETRA TECH, INC.


Name: Jonathan Burgiel,
Business Unit President

DATE: 12/30/2020

WITNESS:

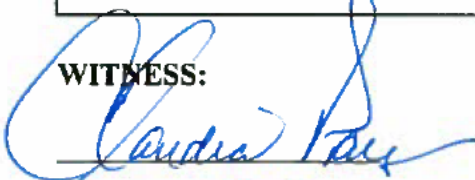

Ralph Natale, Director, Post Disaster Programs
DATE: 12/30/2020

Reviewed for Legal Sufficiency:


Denise Rhymer, Esq.

Dated: 30th day of December, 2020

WITNESS:



DATE: 12/30/2020

**VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY**


Daryl Griffith, Executive Director

DATE: 12/30/2020

WITNESS:


DATE: 12/30/2020