

**AMENDMENT NO. 6**

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

This Amendment ("Amendment") is made this 18th day of November, 2021 by and between the Virgin Islands Housing Finance Authority ("VIHFA") and Tetra Tech, Inc. ("Tetra Tech").

**WHEREAS**, the VIHFA and T e t r a T e c h entered into a professional services contract to develop action plan(s), any amendments and implementation services ("Agreement") for the Community Development Block Grant Disaster Recovery ("CDBG-DR") Mitigation, 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 an 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-DR Mitigation Plan was extended to January 4, 2021; and

**WHEREAS**, per Amendment 2 of the contract, in anticipation of any requested changes or questions from HUD on the submitted CDBG-DR Mitigation Action Plan, the parties agreed to cover anticipated costs from January 4 to February 28, 2021, increasing the contract not to exceed value to One Million Five Hundred Forty-Six Thousand Eight Hundred Twenty-Six Dollars and Forty-Six Cents (\$1,546,826.46); and

**WHEREAS**, per Amendment 3 of the contract, the parties extended the contract from March 1, through April 30, 2021 to provide additional responses to HUD's comments on the Certificate and CDBG-MIT Action Plan at no additional costs; and

**WHEREAS**, per Amendment 4 of the contract, the parties extended the contract from April 30, 2021 through June 30, 2021 and added an additional One Hundred Seven Thousand Four Hundred Three Dollars and Eighty-Four Cents (\$107,403.84) to respond to HUD's comments on the Certificate and CDBG-MIT Action Plan at no additional costs; and

**WHEREAS**, per Amendment 5, budget reallocations in the amount of Two Hundred Seventy-Four Thousand Eight Hundred and Twenty-Seven Dollars and Forty-Eight Cents (\$274,827.48) were required within the respective budgetary line to address shortfalls; and

**WHEREAS**, additional budget reallocations in the amount of Three Hundred Forty-Five Thousand One Dollar and Thirteen Cents (\$345,001.13) are required within the respective line items to address shortfalls.

**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:** The price schedule outlining the required various budgetary line adjustments is as follows:


Budget Lines	Amount
<b>SECTION 1: DEVELOPMENT PHASE</b>	
Principal-In Charge	██████████
Project Executive	██████████
Project Manager	██████████
HUD CDBG SME	██████████
Hazard Mitigation Planner	██████████
Engineer	██████████
Data Analyst	██████████
Planning & Policy Support	██████████
SME Electrical Grid	██████████
Other Personnel	██████████
<b>SECTION 2: COORDINATION / IMPLEMENTATION PHASE</b>	

Hazard Mitigation Planner			
Planning & Policy Support			
Other Personnel			
<b>SECTION 3: ONGOING EXPENSES</b>			
Travel (airfare)			
Travel (car rental)			
Housing (Weekly Lump Sum)			
Per Diem (Weekly Lump Sum)			

**Section 2:** All other requirements and provisions of the Agreement between the VIHFA and Tetra Tech (Contract No.: 2020-CDBG-DR-001), dated the 13<sup>th</sup> of December 2019, including all Amendments to date shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties intending to be legally bound hereby, caused these presents to be executed as of the day and date first above written.

**WITNESS:**


  
 \_\_\_\_\_  
**DATE:** 11/17/2021

**TETRA TECH, INC.**

  
 Name: Jonathan Burgess  
 Business Unit President

**DATE:** 11/17/2021

**WITNESS:**

  
 \_\_\_\_\_  
**DATE:** 11/17/2021

Reviewed for Legal Sufficiency:  
Denise Rhymer  
Denise Rhymer, Esq.  
Dated: 18th day of November, 2021

WITNESS:

Claudia Paez  
DATE: 11/18/2021

WITNESS:

Amstrong  
DATE: 11.18.2021

**VIRGIN ISLANDS HOUSING FINANCE  
AUTHORITY**

Daryl Griffith  
Daryl Griffith, Executive Director

DATE: 11/18/2021