

SECOND AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS SECOND AMENDMENT to the Construction Agreement dated April 4, 2016, is made and entered into May 12, 2017 (the "Second Amendment"), between IRWIN CONTRACTING INC., having an office located at 671 Old Willets Path, Hauppauge, NY 11788 ("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 successfully admitted to the Prequalified List (PQL) for RFQ #201510_40 on January 12, 2016; and

WHEREAS, Contractor was a successful bidder pursuant to an initial Invitation for Bid (IFB) #003E issued on February 9, 2016; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (the "Agreement") on April 4, 2016 and made effective April 4, 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 Contract Price in the Construction Agreement totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on October 24, 2016 which increased the Total Fee to \$3,000,000.00 and clarified and amended the insurance provisions; and

WHEREAS, GOSR seeks to extend the Agreement Term in order to complete existing services from Contractor that are within the scope of services under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to extend the Term to allow Contractor to complete existing 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 of Article 4 is hereby deleted and replaced with the following:
"4.3 Period of Performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: **April 4, 2016 thru October 3, 2017**".
2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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 Third Amendment on the day and year first above written.

Irwin Contracting, Inc.

By 
Name: John C. Irwin
Title: President
Date: May 5, 2017

Housing Trust Fund Corporation

By 
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 5/12/17