

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated January 28, 2015 and made effective January 14, 2015 is made and entered into March 1 2018 (the "Second Amendment"), between Elation Systems, Inc., having an office located at 5000 Hopyard Road, Suite 405, Pleasanton, CA 94588 ("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 proposals issued by HTFC on September 23, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on January 28, 2015, made effective January 14, 2015, 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, Contractor's Total Fee in the Contract for Services dated January 28, 2015 totaled \$795,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment to the Agreement on December 31, 2015, made effective June 1, 2015, which increased the Total Fee to \$1,190,260.00 and extended the Term to January 13, 2018; and

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, 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 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. The second sentence of Section 2(a) of the Agreement, entitled "General Obligations of HTFC/GOSR," is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$1,665,086.00 ("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 July 13, 2018."
3. Schedule B of the Agreement, entitled "Fee Schedule," is hereby supplemented by the following:

EXHIBIT B
FEE SCHEDULE

A. Electronic M/WBE Davis-Bacon Compliance Tracking Management Services

A. Elation Subscription; MWBE Davis-Bacon Compliance Tracking Management		
Software Licensing		1/14/18 - 7/13/18
Yearly Fee (Unlimited Users)		\$180,000.00
Total MWBE Davis-Bacon Compliance Tracking Management		\$180,000.00

B. Electronic Invoicing Management System

B. Electronic Invoicing Management System; Module Development & Customization			
Date	Description	Position	Rate
1/14/18 - 7/13/18	Development & Customization Allowance	Project Manager	\$ 195.00
		Engineer	\$ 160.00
Total Development & Customization Cost (1/14/18 - 7/13/18)			\$ 247,701.00

Electronic Invoicing Management System; Transaction Fee Schedule		
Invoicing Method	Fee Rate	1/14/18 - 7/13/18
Contractual Vendor Simplified Method	\$5.00 per Contract per Month	\$ 30,000.00
Contractual Vendor Complex Method	\$15.00 per Contract per Month	
Non-Contractual Vendor and Employee Expense, and Programmatic Payments	No fee	
Total Transaction Cost		\$ 30,000.00

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.

Elation Systems, Inc.

By: _____

Name:

Title:

Date:

Rick Shi
president

2/28/18

Housing Trust Fund Corporation

By: _____

Name: ~~Daniel~~ Greene

Title: General Counsel, Governor's Office
Storm Recovery

Date:

3/1/18