

FIFTH AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS FIFTH AMENDMENT to the Contract for Services dated June 25, 2015, is made and entered into March 31, 2017, made effective April 1, 2017 (the "Fifth Amendment"), between LiRo Engineers, Inc., having an office located at 3 Aerial Way, Syosset, New York 11791 ("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 December 3, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on June 25, 2015, effective April 13, 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 June 25, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on March 16, 2016 which increased the Total Fee to \$21,362,982.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on September 30, 2016 which increased the Total Fee to \$21,711,882.00 and extended the Period of Performance to August 7, 2017;

WHEREAS, HTFC and Contractor entered into a Third Amendment to the Agreement on December 20, 2016 which increased the Total Fee to \$21,787,754.50; and

WHEREAS, HTFC and Contractor entered into a Fourth Amendment to the Agreement on March 31, 2017 which increased the Total Fee to 25,644,134.05 and extended the Period of Performance through March 31, 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, GOSR seeks such additional services in the amount of \$12,951,451.80, thereby increasing the Agreement's Total Fee to an amount of \$38,595,585.85; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Fifth Amendment in order to increase the Total Fee 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 first sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$38,595,585.85 ("Total Fee") for the Services under all Task Orders under this Agreement."
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.

**LiRo Engineers, Inc.**

By: \_\_\_\_\_

Name: Lawrence H. Blond, P.E.  
Title: Senior Vice President  
Date: March 31, 2017

**Housing Trust Fund Corporation**

By: \_\_\_\_\_

Name: Daniel Greene  
Title: General Counsel, Governor's  
Office of Storm Recovery  
Date: 3/31/17