

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated January 20, 2015, is made and entered into November 5, 2015, made effective October 23, 2015 (the "Second Amendment"), between Dewberry Engineers Inc., having an office located at 31 Penn Plaza, 132 West 31st Street, 3rd Floor, New York, New York 10001 ("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 July 1, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on January 20, 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 20, 2015 totaled \$500,000.00; and

WHEREAS, HTFC and Contractor entered into the First Amendment to the Agreement on April 14, 2015 which increased the Total Fee to \$5,000,000.00; and

WHEREAS, the Term of the Agreement expires on October 22, 2015; 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 continue to provide 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 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 October 22, 2016."

2. Section 7(e) of the Agreement is hereby deleted and replaced with the following:
 - (e) The Contractor shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. The Contractor, and all authorized subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:
 - i. Name and address of the Contractor;
 - ii. Invoice date and number;
 - iii. Task Order number;
 - iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;
 - v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - vi. Terms of any discount for prompt payment offered;
 - vii. Name and address of official to whom payment is to be sent;
 - viii. Name, title, and phone number of person to notify in event of defective invoice; and
 - ix. Additional information as reasonably required by HTFC/GOSR.

3. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:

A. For services performed by Contractor pursuant to any Task Order executed or amended on the same day or prior to this Second Amendment, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). For services performed by Contractor pursuant to any Task Order executed or amended subsequent to this Second Amendment, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

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.

Dewberry Engineers, Inc.

By: [REDACTED]

Name: Craig Johnson

Title: President, Northeast

Date: October 27, 2015

Housing Trust Fund Corporation

By: [REDACTED]

Name: [REDACTED] Greene

Title: [REDACTED] General Counsel, Governor's

[REDACTED] of Storm Recovery

Date: 10/5/15