

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated October 24, 2014, is made and entered into FEBRUARY 28, 2016 (the "Third 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 qualifications issued by HTFC on May 12, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 24, 2014 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 Total Fee in the Contract for Services dated October 24, 2014 totaled \$800,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 24, 2014 which increased the Total Fee to \$3,000,000.00;

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on September 15, 2015 which increased the Total Fee to \$4,500,000.00 and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$1,000,000.00, thereby increasing Contractor's Total Fee under the Agreement to the amount of \$5,500,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to increase the Total Fee and extend the period of performance to allow Contractor to perform additional services;

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness continue uninterrupted through the Effective Date of this Third Amendment until the amended term end date specified herein;

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 is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than \$5,500,000.00 ("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 Performance," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on February 28, 2017."
3. Section 14(g) of the Agreement, entitled "Order of Precedence," is hereby deleted and replaced with the following:
  - (g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this

Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix III – Diversity Forms
- iv. Appendix IV – Construction Related Terms and Forms (if applicable)
- v. Appendix A – Standard Clauses for New York State Contracts
- vi. This Agreement
- vii. Exhibit A – Scope of Services
- viii. Exhibit B – Fee Schedule
- ix. The Applicable Task Order
- x. Proposal Documents
- xi. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

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 Third Amendment on the day and year first above written.

**LiRo Engineers, Inc**

\_\_\_\_\_  
Name: Peter J. Gerbasi  
Title: V.P.  
Date: 4/6/16

**Housing Trust Fund Corporation**

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By: \_\_\_\_\_  
Name: Daniel Greene  
Title: General Counsel,  
Governor's Officer of Storm  
Recovery  
Date: 4/7/16