FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated June 25, 2015, is made and entered into March 16, 2016 (the "First 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, 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 $20,362,982.00, thereby increasing the Agreement's Total Fee to an amount of $21,362,982.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First 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. Section 1 of the Agreement, entitled "General Obligations of the Contractor," is hereby supplemented by a new Section 1(f) and reads as follows:

   (f) The Contractor shall submit all compliance documentation required by Appendix III attached hereto, or otherwise required by any RFP, Task Order(s), or other attachments to this Contract for Services or any Task Order(s), by electronic submission to GOSR's Management System of Record, Elation Systems, in such form and with such frequency as set forth in the applicable requirements documents.

2. 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 $21,362,982.00 ("Total Fee") for the Services under all Task Orders under this Agreement."

3. 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 February 28, 2017."

4. 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.

5. 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

6. 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 First 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 First 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).

7. 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 First Amendment on the day and year first above written.

LiRo Engineers, Inc.

By: [redacted]

Name: Lawrence H. Blond, P.E.
Title: Senior Vice President
Date: February 24, 2016

Housing Trust Fund Corporation

By [redacted]

Name: Daniel Greene
Title: General Counsel, Governor's Office of Storm Recovery
Date: 3/16/16