

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated June 25, 2015, is made and entered into March 16, 2016 (the “Second Amendment”), between NorthStar Contracting Group, Inc., having an office located at Seven Penn Plaza, 370 7th Avenue, Suite 1803, 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 February 12, 2016 and made effective October 23, 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, Contractor’s Total Fee in the Contract for Services dated June 25, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment to the Agreement on September 3, 2015 which increased the Total Fee to \$13,617,000.00 and extended the Term to May 31, 2016; 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 \$1,894,071.77, thereby increasing the Agreement’s Total Fee to an amount of \$15,511,071.77; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second 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, Elafion 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 \$15,511,071.77 ("Total Fee") for the Services under all Task Orders under this Agreement."
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 Second Amendment on the day and year first above written.

NorthStar Contracting Group, Inc.

By: _____

Name: John A. Hogue
 Title: Vice President
 Date: 3-14-16

Housi...tion

By: _____

Name: _____
 Title: General Counsel, Governor's
 Office of Storm Recovery

Date: 3/16/16