

FIRST AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS FIRST AMENDMENT to the Construction Agreement dated April 4, 2016, is made and entered into ~~August~~ ^{Sept 12} 2016 (the "First Amendment") between SCE ENVIRONMENTAL GROUP, having an office located at 1380 Mt. Cobb Road, Jefferson Township, PA 18436 ("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 successfully admitted to the Prequalified List (PQL) on 1/12/16 for RFQ# 201510_039 released on 10/5/15 and was a successful bidder on initial Invitations for Bid (IFB) #'s 001ER, 002ER and 003ER ; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (the "Agreement") on April 4, 2016, 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 Construction Agreement dated April 4, 2016 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 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 the Agreement's Contract Price to a total amount of \$2,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Contract Price 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:

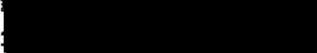
1. The third and fourth sentences of Article 3.1 of the Agreement are hereby deleted and replaced with the following: "Notwithstanding the latter, Contractor agrees that in no event will HTFC pay to Contractor more than \$2,000,000.00 ("Contract Price") for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Contract shall not exceed \$2,000,000.00."
2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, 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.

SCE Environmental Group

By: 
Name: GENE TAVERICO ESQ
Title: GENERAL COUNSEL
Date: 9-1-16

Housing Trust Fund Corporation

By: 
Name: 
Title: 
Date: 9/12/16
Governor's Office of Storm Recovery