

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated August 7, 2015, is made and entered into August 2, 2016 (the "First Amendment"), between TRC Engineers, Inc. having offices located at 1430 Broadway, 10th Floor, New York, New York ("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 June 9, 2015 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on August 7, 2015, effective June 22, 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 August 7, 2015 totaled \$150,000.00; 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, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to extend the period of performance 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 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 June 21, 2017."

2. Section 14(g) of the Agreement, entitled "Order of Precedence," is hereby deleted and replaced with the following:

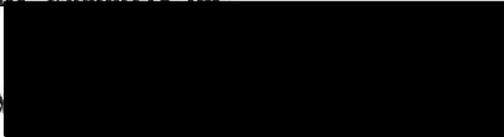
(g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating 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

3. 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.

TFC Engineers, Inc.

By: 

Name: EDUARDO GARDIS
Title: SUE Vice President
Date: 7/26/16

Housing Trust Fund Corporation

By:  _____

Name: Daniel Greene
Title: General Counsel, Governor's
Office of Storm Recovery
Date: 7/2/16