

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated January 9, 2015 is made and entered into July 11, 2016 (the "Third Amendment") between Hill International, Inc., having an office located at One Penn Plaza, 34<sup>th</sup> Floor, Suite 3415, New York, New York 10119 ("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 January 9, 2015, 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, HTFC and Contractor's Total Fee in the Agreement totaled \$500,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on April 20, 2015 which increased the Total Fee to \$2,500,000.00; and

WHEREAS, HTFC and Contractor enter into a Second Amendment to the Agreement on August 12, 2015 which increased the Total Fee to \$5,471,626.00 and extended the Term to October 22, 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 \$2,495,342.48 thereby increasing Exhibit B's total compensation for services to the amount of \$7,966,968.48; 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 Term 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 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 \$7,966,968.48 ("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 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."
4. 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

5. Subsection 2 of Exhibit B to the Agreement, entitled “Fee Schedule and Rates for CM Support Services Contracts”, is hereby deleted and replaced with the following:  
“2 Total Compensation for services under this contract shall not exceed \$7,966,968.48.”
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 Third 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

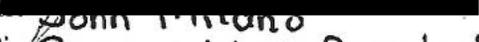
("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For services performed by Contractor pursuant to any Task Order executed or amended subsequent to this Third Amendment, the Corporation hereby establishes 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).

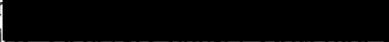
7. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

Hill International, Inc.

Housing Trust Fund Corporation

By:   
Name:   
Title: *Senior Vice President*  
Date: *7/7/16*

By:   
Name:   
Title: *General Counsel, Governor's Office  
Storm Recovery*  
Date: *7/16/16*