

SECOND AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated September 3, 2014, is made and entered into August 26, 2016 (the "Second Amendment") between Thacher Associates, LLC, having an office located at 845 Third Avenue, New York, New York 10022 ("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 April 11, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on September 3, 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 Contract for Services dated September 3, 2014 totalled \$1,000,000.00 ; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on May 21, 2015 which increased the Total Fee to \$4,000,000.00 ; 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 to extend the Term of the Agreement to September 3, 2017; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to 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. The first sentence of Section 4 is hereby deleted and replaced with the following:

“This Agreement shall commence as of the Effective Date and shall terminate on September 3, 2017.”
  
2. 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. Receipts and expense reports;
  - viii. Subcontractor invoices;
  - ix. Federal and state forms;
  - x. Name and address of official to whom payment is to be sent;
  - xi. Name, title, and phone number of person to notify in the event of defective invoice; and
  - xii. Additional information as reasonably required by GOSR.
  
3. 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 Second 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).

4. Section 1(f) is hereby added as follows:

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.

5. Section 14(f) (ii) is hereby deleted and replaced with the following:

If to HTFC, to the attention of and at the following address:

HTFC

Daniel Greene

General Counsel

Governor’s Office of Storm Recovery

25 Beaver Street

New York, NY 10004

212-480-4644

[Daniel.Greene@stormrecovery.ny.gov](mailto:Daniel.Greene@stormrecovery.ny.gov)

6. Section 14 (g) is hereby deleted in its entirety and replaced with the following:

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

7. 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.

**Thacher Associates LLC**

By:   
Name: Joseph A. DeLuca  
Title: President  
Date: 8/19/16

**Housing Trust Fund Corporation**

By:   
Name: \_\_\_\_\_  
Title: General Counsel,  
Governor's Office of Storm Recovery  
Date: 8/29/16