

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated January 9, 2015, is made and entered into October 22, 2015 (the “Third Amendment”) between Armand Corporation, having an office located at 1001 Avenue of the Americas, Suite 1105, New York, New York 10018 (“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 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, HTFC and Contractor’s Total Fee in the Contract for Services dated January 9, 2015 totaled \$1,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on February 5, 2015 which increased the Total Fee to \$10,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on May 19, 2015 which increased the Total Fee to \$13,976,647.00; 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 such additional services in the amount of \$22,988,349.00, thereby increasing Exhibit B’s “Fee Schedule and Rates for CM Support Services Contracts” to a total amount of \$36,964,996.00; 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. 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 \$36,964,996.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. The first sentence of Section 4 of the Agreement is hereby deleted and replaced with the following: “The Agreement shall commence as of the Effective Date and shall terminate on September 29, 2016.”
3. 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. Name and address of official to whom payment is to be sent;
  - viii. Name, title, and phone number of person to notify in event of defective invoice; and
  - ix. Additional information as reasonably required by HTFC/GOSR.
4. 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 \$36,964,996.00.”
5. Section II-A of Appendix III, Section 2, to the Agreement, entitled “Contract Goals,” is hereby supplemented by the following paragraph: “For purposes of any Contract Amendment(s) executed on or after August 1, 2015, 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). This 30% MWBE participation goal shall not apply to Contract Amendments executed before August 1, 2015.”
6. 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.

**Armand Corporation**

By:   
Name: Barbara Armand  
Title: President  
Date: 10/19/15

**Housing Trust Fund Corporation**

By:   
Name:   
Title: Governor's Office of Storm  
Recovery  
Date: 10/22/15