

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated January 9, 2015, is made and entered into August 12, 2015 (the "Second Amendment") between Hill International, Inc., having an office located at One Penn Plaza, 34th 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 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 \$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, 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 \$2,971,626.00, thereby increasing Exhibit B's total compensation for services to the amount of \$5,471,626.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to increase the Total Fee and 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 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 \$5,471,626.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
 2. 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 October 22, 2016."
 3. Section 7(e) of the Agreement is hereby deleted and replaced with the following:
 - (e) The Consultant shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. The Consultant, 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 Consultant;
 - 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;
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