SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated October 24, 2014, is made and entered into September 15, 2015 (the "Second Amendment") between LiRo Engineers, Inc., having an office located at 3 Aerial Way, Syosset, New York 11791 ("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 qualifications issued by HTFC on May 12, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on October 24, 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 October 24, 2014 totaled $800,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 24, 2014 which increased the Total Fee to $3,000,000.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of $1,500,000.00, thereby increasing Contractor's Total Fee under the Agreement to the amount of $4,500,000.00; 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 $4,500,000.00 ("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 February 28, 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. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:

   A. For purposes of this procurement, 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).

5. 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 Second Amendment on the day and year first above written.

[redacted]

Name: Peter J. Gerbasi
Title: Vice President
Date: 8/24/15

Housing Trust Fund Corporation

By: [redacted]
Na[redacted] Daniel Green
Titl[redacted] Interim GC
Dat[redacted] 9/15/15