

FIRST AMENDMENT
OF
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated May 21, 2014 is made and entered into July 9, 2014 (the "First Amendment"), effective May 27, 2014, between HUNT, GUILLOT & ASSOCIATES, LLC, having an office at 603 East Reynolds Drive, Ruston, Louisiana 71270 ("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 the successful bidder pursuant to a request for proposals issued by HTFC on March 14, 2014 ("RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services on May 21, 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 (the "Agreement"); and

WHEREAS, the Contract for Services contemplated only a portion of the services sought under the RFP; and

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this First Amendment in order to align the Agreement with the full scope of services sought under the RFP;

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 \$32,000,000 ("Total Fee") for the Services under all Task Orders under this Agreement."

2. Section 2. (a) is hereby amended to include the following sentence at the end of the paragraph, "If HTFC exercises the option to extend the period of the Agreement for a period of one year as discussed under Section 4, HGA may propose for HTFC/GOSR's consideration reasonable rate adjustments for the additional year. The proposed rate adjustments will be based on the increase in the CPI over the initial 2 year contract period or as mutually agreed to between HTFC/GOSR and HGA."
3. The first two sentences of Section 4. of the Agreement, entitled "Period of Agreement", are hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate two (2) years from the Effective Date, except that HTFC, in its sole discretion, may extend the period of the Agreement for an extension period of one (1) year upon written notice to Contractor no later than 30 days prior to the expiration of the two-year period of the Agreement. Any further extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II."
4. The first sentence of Section 11.(a) of the Agreement, entitled "Indemnity", is hereby deleted and replaced with the following: "Contractor shall and hereby agrees to hold harmless, defend (with counsel acceptable to HTFC) and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the negligence or willful misconduct of Contractor in the performance of the efforts called for in this Agreement."
5. Section 14.(h) of the Agreement is hereby deleted in its entirety and replaced with the following: "LIMITATION OF LIABILITY. Notwithstanding anything contained herein to the contrary, HTFC agrees that in no event shall the extent of liability of Contractor to HTFC exceed the greater of: (a) the proceeds of Contractor's insurance, as required hereunder, collected for a claim in connection with the Services or (b) three

times (3x's) the amount of the Task Order under which the Services that gave rise to the liability took place. HTFC and Contractor recognize and agree that this provision has been expressly bargained for and agreed upon and shall be enforceable. HTFC expressly agrees that the provisions hereof may limit or modify rights that it may otherwise have against Contractor."

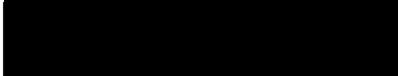
- 6. Exhibit A to this First Amendment hereby replaces Exhibit A to the Agreement.

- 7. Exhibit B to this First Amendment hereby replaces Exhibit B to the Agreement.

- 8. 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 First Amendment on the day and year first above written.

HUNT, GUILLOT & ASSOCIATES, LLC

By: 
Name: U Jay Guillot
Title: Senior Vice President

HOUSING TRUST FUND CORPORATION

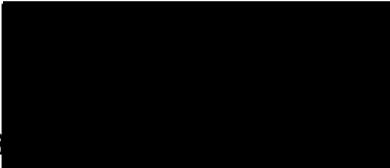

Name: James Rubin
Title: Director, Governor's Office of Storm Recovery

EXHIBIT A
SCOPE OF SERVICES



**New York State
Housing Trust Fund Corporation (HTFC)
Governor's Office of Storm Recovery (GOSR)**

Hunt, Guillot, & Associates, LLC (HGA)

**Community Development Block Grant—Disaster Recovery (CDBG-DR)
Project Coordinators**

SCOPE OF SERVICES

Program Management Services

This Program includes assessments and implementation of Community Reconstruction Projects, other Infrastructure Projects, and other services related to the implementation of Hazard Mitigation Grant Program (HMGP) Projects. The listed Scope of Services covers the anticipated phases of the Program. The phases are not intended to be discrete, but instead will overlap as Projects progress and task orders are developed.

Management Framework Phase: HGA will develop the following plans/systems in the establishment of the overall management framework necessary for the implementation of the Program and individual Projects:

- A. HGA will develop an "Implementation Plan" that defines the flow of documents, information, and authorities necessary for Program implementation.
- B. HGA will develop a "Training Program" for HTFC/GOSR, consultants, community leaders, and subrecipients on the expectations, requirements, processes, and procedures to be followed in the implementation of CDBG-DR projects.
- C. HGA will develop an online, SharePoint site to store program compliance documentation and provide a centralized team environment for HGA and GOSR staff. The site will be hosted in Ruston, LA. at HGA's corporate office utilizing the existing hardware, storage, and software platform for extranet sites. All hardware, software, and development of the SharePoint application will be included within the data storage task order and will include, but are not limited to, the following features: document libraries, contact lists, calendars, user access management, redundant security measures, and offsite back-up of data. This site will include

document libraries which are U.S. Department of Housing and Urban Development (HUD) compliant for CDBG-DR program implementation and desktop monitoring. HGA will develop a Federal Emergency Management Activity (FEMA) HMGP compliant module for the Non-Federal Share match program so that the State can achieve and document that Global Match requirements will be met. The site collection and database files will be transferred to GOSR at a determined time once systems have been set up and tested at GOSR.

- D. HGA will provide a "Functional Controls Structure" with proper administration oversight to track, aggregate files, and provide program reporting as agreed to. Reports to be provided include a Bi-Weekly Project Status Report, a Monthly Master Schedule Update, and others as agreed to with GOSR. Task Order budgets will be reviewed on an agreed upon schedule in order to monitor scopes and budgets.
- E. HGA will provide a programmatic level Quarterly Report that will track the metrics of the Infrastructure and Community Reconstruction Program and will be compatible with HUD's quarterly reporting requirements of GOSR. This report will also be the basis HGA will use to review the Program's progress with GOSR on a quarterly basis. GOSR and HGA will agree upon program metrics to be aggregated in this report and the timing of when the quarterly reporting metrics will be delivered.
- F. As agreed to with GOSR, HGA will develop narrative and data reports for all phases and activities listed below, which include output measures for Programs, HGA operational performance levels (e.g. throughput of applications versus staffing), as well as all required by GOSR subrecipient agreements and contracts. Proposed reports must be approved by GOSR.
- G. HGA will coordinate with any vendors identified by GOSR in the performance of the activities below.
- H. HGA will provide Cost Reasonableness reviews on all procurement actions.
- I. All HGA Task Orders will include a not-to-exceed, without prior GOSR approval, amount.

Assessments: It is anticipated that assessments of various types will be required during the course of the program. Examples include assessing potential subrecipient capacity, projects, scope of services required, staffing, etc. HGA will:

- A. Provide draft Scopes of Services for contracts and subrecipient agreements to GOSR as needed.
- B. During an Initial Assessment Phase, assess the eligibility/suitability of potential subrecipients and their respective capacities to implement properly and effectively a CDBG-DR project or projects.
- C. Identify early projects to implement in each region.

- D. Provide early assessment of LMI status of project service areas as requested by GOSR and in consultation with any other applicable vendors.
- E. Provide other services as agreed to.

Pre-Application Phase: The purpose of the “Pre-Application” process is to determine if a project should proceed to the Application Phase. In the Pre-Application Phase, HGA will work with GOSR in the completion of the following:

- A. Conduct meetings with contractors, potential subrecipients, and subrecipients to discuss roles and responsibilities of all involved parties, communicate CDBG-DR and GOSR requirements, discuss opportunities to blend/leverage other funds, and evaluate the eligibility of proposed project(s).
- B. Assist subrecipients in complying with CDBG-DR requirements, including but not limited to recordkeeping systems, subrecipient agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, Fair Housing, EEO, MWBE, Section 3, and labor compliance.
- C. Assist subrecipients with the preparation of Pre-Application project description documents and any necessary amendments thereto.
 - 1. The Pre-Application project description document will consist of a project description, assigned national objective, project eligibility review under 24 CFR §570, statement of justification and recommendation, risk assessment, and other relevant information. The project description shall also contain a level of detail sufficient for assessing the appropriate level and scope of any environmental review requirements.
- D. Assist subrecipients regarding CDBG-DR and GOSR requirements and facilitate communication among all involved parties.

Application Phase: In the “Application Phase” HGA, working with GOSR staff, will:

- A. Assist Subrecipients with procurement of professional and other services, including:
 - 1. Providing CDBG-DR compliant procurement documents as necessary to support subrecipients’ procurement activities.
 - 2. Providing review of contracts, providing cost-reasonableness analysis, verifying contractor eligibility, and documenting CDBG-DR compliance.
- B. Assist subrecipients with application development, completion, and any amendments thereto.
 - 1. Develop and/or review budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost

estimates, other funds supplemental documentation, proofs of publication, statement of assurances, and initial disclosure report.

- C. Initiate the Environmental Review requirements, as set forth in 24 CFR Part 58, and, as applicable, any other applicable local, state, or federal law, including the compilation of documentation necessary to form the Environmental Review Record (ERR) following approval of the Pre-Application document by GOSR.
- D. Assist subrecipients in complying with CDBG-DR requirements as applicable including recordkeeping system, subrecipient agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, Fair Housing, EEO, MWBE, Section 3, and disclosure reporting.
- E. Maintain electronic and hard copy records, process document requests, and upload documents to GOSR's web-based document storage system.
- F. Assist subrecipients regarding CDBG-DR/GOSR requirements and facilitate communication among all involved parties.

Project Development Phase: In the "Project Development Phase," HGA will:

- A. Assist subrecipients in the preparation and submittal of Application amendments, if required.
- B. Assist GOSR with the completion of required Environmental Review documents, as agreed to with GOSR, and track the Environmental Review process.
- C. As agreed to with GOSR, track project permitting and entitlement.
- D. Provide compliance reviews of A/E plans, specifications, and cost estimates during the design process for conformance with approved project scope and budget and inclusion of required CDBG-DR bid and contract provisions.
- E. Provide CDBG-DR compliant procurement documents as necessary to support sub-recipients procurement activities.
- F. Assist subrecipients with compliance issues and notify when projects may proceed to bid (includes plan/spec review and ERR clearance).
- G. Assist subrecipients with procurement of professional and other services. Provide review of contracts, provide cost-reasonableness analysis, verify contractor eligibility, and document CDBG-DR compliance.
- H. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement/payment process.

- I. Maintain electronic and hard copy records, process document requests, and upload documents to GOSR's web-based document storage system.
- J. Assist subrecipients in complying with CDBG-DR requirements including recordkeeping system, subrecipient agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, Fair Housing, EEO, MWBE, Section 3, property acquisition, and disclosure reporting.
- K. Assist subrecipients regarding CDBG-DR/GOSR requirements and facilitate communication among all involved parties.

Bidding/Pre-Construction Phase: During the "Bidding/Pre-Construction Phase," HGA will:

- A. Assist subrecipients during advertisement of bids with proofs of publication, attaining and documenting efforts to meet M/WBE participation goals, ten-day call, review of addenda, and advertisement procedural requirements.
- B. Assist subrecipients during the bid opening/evaluation process with bid opening, evaluation of bids, bid award, procurement requirements, contractor eligibility, and cost-reasonableness analysis.
- C. Assist subrecipients in resolving bid issues related to bids exceeding budget, rejected bids, etc.
- D. Provide guidance to engineers, architects, and subrecipients relative to CDBG-DR contract terms and establishing performance metrics into construction contracts that incentivize efficiency and cost savings.
- E. Assist subrecipients during contract execution and pre-construction activities with notice of award, notice to proceed, pre-construction conference, construction contractor's initial schedule, schedule of values, and labor compliance requirements.
- F. Provide change order cost reasonableness reviews.
- G. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
- H. Maintain electronic and hard-copy records, process document requests, and upload documents to GOSR's web-based document storage system.
- I. Assist subrecipients in complying with CDBG-DR requirements as applicable including recordkeeping system, Subrecipient Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, Fair Housing, EEO, MWBE, Section 3, property acquisition, and disclosure reporting.

- J. Assist subrecipients regarding CDBG-DR/GOSR requirements and facilitate communication among all involved parties.

Construction Phase: During the “Construction Phase,” HGA will:

- A. Provide CDBG-DR technical assistance during construction and periodic on-site observation and tracking including occasional attendance at construction progress and other key meetings, and occasional construction site inspections, on a schedule and at a frequency as agreed upon by GOSR.
- B. Review change orders for changes outside the scope of the approved application, changes that affect the ERR, changes that affect project beneficiaries, and cost reasonableness.
- C. Assist subrecipients with Davis-Bacon and related labor standards, and Section 3 compliance including occasional on-site wage interviews, certified payroll reviews, facilitation in resolving labor violations, documentation of wage decision, required labor related jobsite postings, additional labor classifications, and required or GOSR requested reporting.
- D. Provide financial management and review of Requests for Payment. Provide CDBG-DR technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
- E. Assist subrecipients with procurement of professional and other services, if any. Provide CDBG-DR review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG-DR compliance.
- F. Maintain electronic and hard copy records, process document requests, and upload documents to GOSR’s web-based document storage system.
- G. Assist subrecipients in complying with CDBG-DR requirements as applicable including record keeping system, Subrecipient Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, Fair Housing, EEO, MWBE, Section 3, property acquisition, and disclosure reporting.
- H. Assist subrecipients regarding CDBG-DR/GOSR requirements and facilitate communication among all involved parties.

Monitoring Phase: During HUD monitoring visits and monitoring by GOSR, HGA will:

- A. Assist with program monitoring as directed by GOSR.

Project Closeout Phase: During the “Project Closeout Phase,” HGA will:

- A. Prepare and submit the Project Completion Report including citizen participation information, grant progress form, program beneficiary form, applicant data form, housing opportunities form, miscellaneous information form, MWBE utilization forms, and Section 3 report.
- B. Conduct performance and final project closeout activities.
- C. Assist the subrecipients with completing and submitting the Certificate of Completion.
- D. Assist the subrecipients with the Final Wage Compliance Report.
- E. Assist subrecipients with Section 504 reporting, fair housing reporting, EEO reporting, and final disclosure report.
- F. Finalize financial management and review of Requests for Payments. Provide CDBG-DR technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process for final payment.
- G. Finalize electronic and hard copy records, process document requests, and confirm that all documents have been uploaded to the GOSR's web-based document storage system.
- H. Assist subrecipients regarding CDBG-DR/GOSR requirements and facilitate communication among all involved parties.

Program Closeout Phase: The "Program Closeout Phase" is similar to the "Project Closeout Phase," except that activities are on a Grantee-level closeout rather than a project-level closeout. Accordingly, HGA working with GOSR will provide services needed to close the overall Program in accordance with CDBG-DR requirements.

Grant Fund Matching Technical Assistance: In order to support the most comprehensive recovery effort undertaken by GOSR, it is a central requirement that multiple sources of matching funding be identified and captured. New York State is receiving significant FEMA HMGP funding and it is the State's intent to match this funding globally with eligible CDBG-DR funded projects. Numerous projects are envisioned that will require multiple sources of funding to be leveraged, not only to complete project requirements, but to also meet federal requirements tied to grant fund sources.

While GOSR has retained a contractor to develop FEMA Public Assistance (PA)/HMGP match applications, HGA will assist GOSR with the implementation of global match projects using CDBG-DR funding, as agreed to with GOSR. Anticipated activities include, but are not limited to:

- A. Coordinating closely with GOSR's FEMA PA/HMGP contractor(s) to sequence recovery and rebuilding of infrastructure assets;

- B. Providing technical assistance on CDBG-DR/HMGP match requirements to generate recommendations for issue resolution;
- C. Providing assistance in identification/development of applications and implementing CDBG-DR eligible projects to match HMGP funding;
- D. Providing assistance in interagency coordination and obtaining information and analysis necessary to meet the Environmental Review requirements, as applicable, of FEMA and/or HUD as applicable to HMGP/CDBG-DR match applications;
- E. Providing technical assistance with issue resolution on all CDBG-DR and HMGP match applications, to include coordination with New York State HMGP officials and FEMA, as needed;
- F. Assisting in the development of a tracking system to import, aggregate, and track all HMGP funds to support documentation of required match within FEMA and HUD guidelines as agreed to with GOSR; and
- G. Assisting the development of reporting products to keep local and state stakeholders and FEMA informed of match progress as agreed to with GOSR.

Other Services: HGA will provide other relevant services as agreed to with GOSR.

EXHIBIT B
FEE SCHEDULE



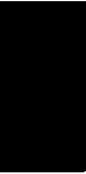
AMENDED BUDGET

HGA's amended budget for the GOSR Project Coordinators was determined by a headcount of [REDACTED] equivalents (FTEs) at an average bill rate of [REDACTED] for two (2) years. The estimated budget for the two (2) year contract is \$32,000,000. The contract will be task order driven with not-to-exceed, without prior GOSR approval, amounts.

The attached organization chart is the preliminary staffing plan that has been developed in coordination with GOSR input. Key personnel are identified by name in the organization chart and other positions have a rough headcount. Also attached is the rate sheet by classification.



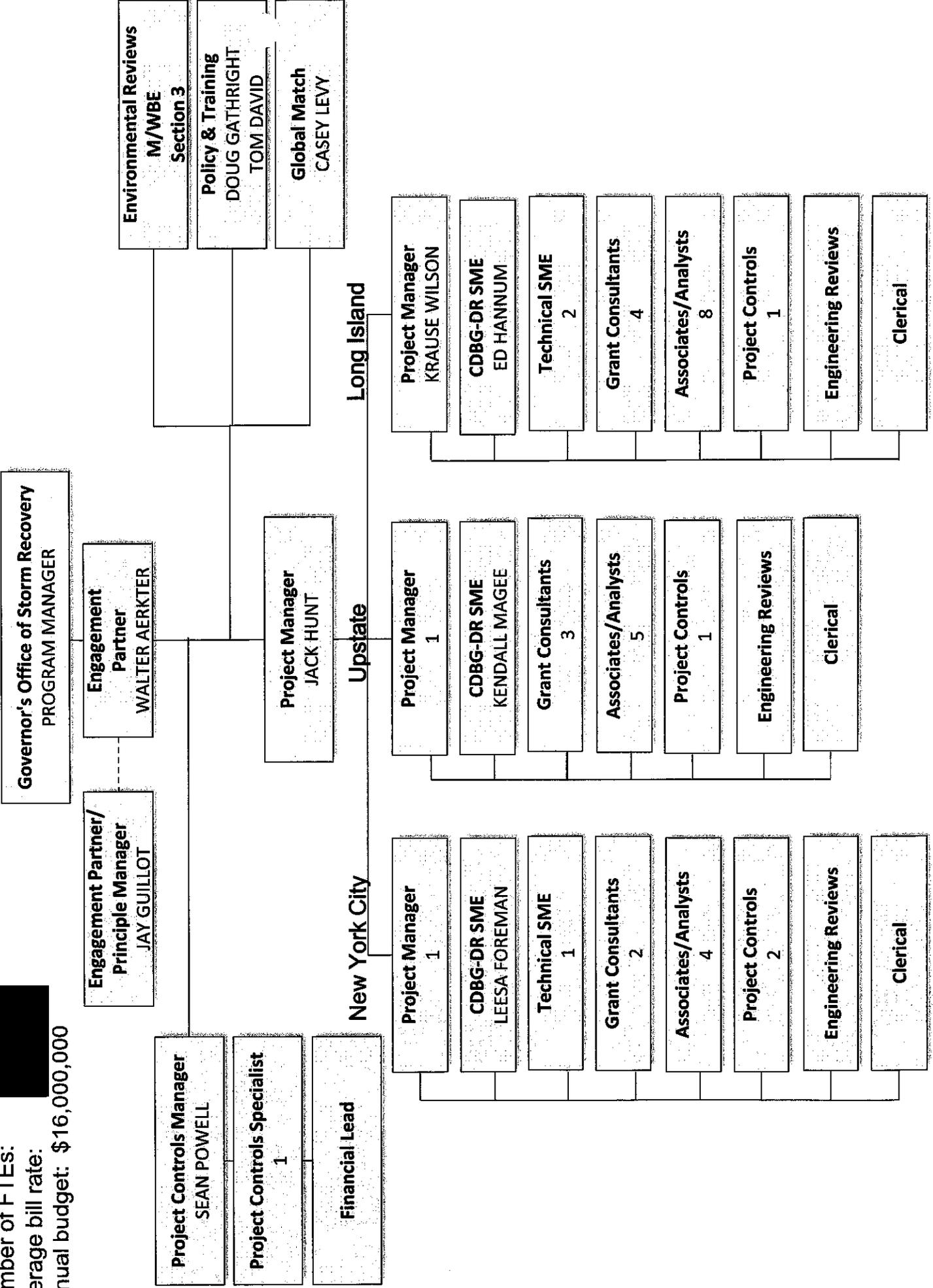
Preliminary Budget & Staffing Plan



Number of FTEs:

Average bill rate:

Annual budget: \$16,000,000





Rate Sheet

Classification	Bill Rate
Engagement Partner	
Project Manager	
Subject Matter Expert	
Grant Consultant	
Associate Grant Consultant	
Analyst	
Project Controls Manager	
Project Controls Specialist	
Financial Lead	
Financial Assistant	
Payroll Review Clerk	
Clerical	
Senior Engineer	
Mid Level Engineer	
Entry Level Engineer	
Senior Architect	
Mid Level Architect	
Entry Level Architect	
CADD Technician	
Senior Estimator	
Junior Estimator	
Interpreter	
Senior Environmental Specialist	
Mid Environmental Specialist	
Entry Level Environmental Specialist	
GIS Specialist	
Senior Software Developer/Systems Engineer	
Mid Software Developer/Systems Engineer	
Entry Level Software Developer/Systems Engineer	

The above bill rates do not include in-state program travel. HGA will work with GOSR to develop a program travel policy for in-state travel.

