

SECOND AMENDMENT
OF
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated May 21, 2014 is made and entered into on August 25, 2014 (the "Second Amendment") 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, and which HTFC and Contractor amended by means of a First Amendment made and entered into July 9, 2014 (the "Agreement"); and

WHEREAS, the Agreement provides that Contractor is to procure and maintain, without interruption, at its sole cost and expense, insurance of certain types and with certain limits and deductibles; and

WHEREAS, the Agreement further provides that Contractor is to incorporate the terms of the Agreement in any subcontracts under the Agreement; and

WHEREAS, Contractor wishes to enter into subcontracts under the Agreement; and

WHEREAS, in consultation with Contractor, HTFC has determined that certain insurance requirements of the Agreement are unnecessary and unduly burdensome for certain of Contractor's proposed subcontractors; and

WHEREAS, HTFC and Contractor desire to further amend the Agreement by means of this Second Amendment in order to provide revised insurance requirements for those subcontractors;

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. Section 11.(b)iv. of the Agreement is amended to read as follows:

iv. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000).

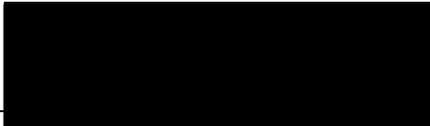
- (1) The excess liability insurance limit described above shall not apply in the incorporation of the terms of this Agreement in subcontracts with the following subcontractors: CB&I Environmental & Infrastructure, Inc. ("CB&I"); Frye Magee, LLC ("Frye Magee"); Pan American Engineers, LLC ("Pan American"); and Wilson & Associates Consulting, LLC ("Wilson") (collectively, the "Excepted Subcontractors").
- (2) The Excepted Subcontractors shall procure and maintain excess liability insurance with the following limits, which Contractor represents are commensurate with the activities performed and industry standards:
 - (a) CB&I: Not less than Five Million Dollars (\$5,000,000);
 - (b) Frye Magee: Not less than Two Million Dollars (\$2,000,000);
 - (c) Pan American: Not less than Four Million Dollars (\$4,000,000); and
 - (d) Wilson: Not less than One Million Dollars (\$1,000,000).
- (3) The Parties may agree, in writing, to other subcontractors excepted from the standard excess liability insurance requirement of Eight Million Dollars (\$8,000,000), however, such agreement shall

require, at a minimum, excess liability insurance which is commensurate with the activities performed and industry standards, as determined by GOSR.

2. 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.

HUNT, GUILLOT & ASSOCIATES, LLC

By: 
Name: Gay Guillot
Title: Senior Vice President

HOUSING TRUST FUND CORPORATION

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

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IN WITNESS WHEREOF, the parties executed this Second Amendment on the day and year first above written.

HUNT, GUILLOT & ASSOCIATES, LLC

By: 

Name: ~~Ray Guillot~~

Title: Senior Vice President

HOUSING TRUST FUND CORPORATION

By: 

Name: James Rubin

Title: Director, Governor's Office of Storm Recovery