CONTRACT FOR PLANNING, TECHNICAL AND PROFESSIONAL SERVICES
NY RISING COMMUNITY RECONSTRUCTION PROGRAM

THIS AGREEMENT, is made and entered into on Oct. 25, 2013 between Parsons Transportation Group of New York, Inc.having its principal office at 100 Broadway, New York, NY 10005 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor's services in order to provide planning, technical, and professional assistance to NY Rising Community Reconstruction Planning Committees in producing NY Rising Community (NYRC) plans as well as the completion of any and all critical studies to determine the key vulnerabilities and needs of the community which will be used to support the creation of NYRC plans;

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on April 23, 2013;

WHEREAS, the Contractor is engaged in the business of providing the type of services set out in the Scope of Services of this Agreement (Exhibit A); and

WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such 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. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the "Services"). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.
2. Period of Agreement. This Agreement shall commence as of June 19, 2013 and shall continue in full force and effect thereafter until June 19, 2015. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the

terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor.

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than [redacted] for the Services unless authorized in writing by HTFC.

4. Payment Process and Accounting Procedures.

   (a) HTFC shall make payments to the Contractor in accordance with the Budget. Any modification of the Budget must be approved in writing by HTFC before it shall become effective.

   (b) HTFC shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

   (c) Payment will be made upon receipt of the Contractor's invoice for services rendered with such documentation as may be required by HTFC, submitted in writing to HTFC. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

   (d) Payment will only be made to the Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to Contractor's account. Contractor must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit C). Contractor is solely responsible for the information provided on the form and for updating it as necessary.

   (e) Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be obtained from HTFC's Assistant Treasurer at the address indicated above.

   (f) Payment received hereunder shall be full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

5. Supervision of Services.
   (a) HTFC may, upon prior notification, call meetings which shall be attended by representatives of the Contractor.
   (b) The Contractor will cooperate with HTFC at all times during the performance of Services and promptly study and act upon all HTFC recommendations and proposals.
   (c) The Contractor shall cooperate with HTFC in promptly completing and submitting all documents and records required by HTFC or other authorized representatives of the State of New York and otherwise comply with all orders, administrative rules, regulations and procedures of HTFC for the proper administration of the Services.
6. Personnel and Subconsultants.
   (a) The Contractor shall promptly inform HTFC in writing of any proposed additions or deletions to the Contractor's Personnel Chart listed in the proposal submitted pursuant to the Request for Proposal due May 14, 2013, the reasons therefore, and the name(s) and qualification(s) of proposed addition(s). HTFC retains the right to reject any and all proposed addition(s).
   (b) Contractor shall promptly inform HTFC in writing of any proposed additions or deletions from its Subconsultant Chart listed in the proposal submitted pursuant to the Request for Proposal due May 14, 2013, the reasons therefore, and the name(s) and qualification(s) of proposed addition(s). HTFC retains the right to reject any proposed and all addition(s).
7. Conflict of Interest. The Contractor is precluded from representing before HTFC any awardee of HTFC other than those awardees who may be assigned under contract during the period this Agreement is in effect.
8. Force Majeure. In the event that a party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, tornado, war, strike, lockout, failure of public facilities, injunction or any act, exercise or requirement of any governmental authority, epidemic, by an adverse judgment of a court of appropriate jurisdiction, an adverse arbitration decision or by the action of any governmental regulatory agency with the authority to take such action, or any other cause beyond the reasonable control of the party invoking this provision, and if such party will have used commercially reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform will

be excused and the time for performance will be extended force period of delay or inability to perform due to the occurrence.

9. Specific Reporting and Billing Requirements.

   (a) The Contractor shall submit monthly reports of services provided and the cost of those services within a reasonable time of its occurrence.

   (b) HTFC may redirect the work to be performed, both in terms of the type of work within the terms of the Scope of Services and the amount to be provided in accordance with Section 4 (b) of this agreement.

   (c) Payment for all services and expenses shall be made pursuant to original invoices submitted by the Contractor on a monthly basis. Invoices must contain all information required by HTFC and all invoices must be submitted within 60 days of the date of services provided.

10. Warranty of Work and Limits on Liability. Contractor warrants that its performance under this agreement shall be free from defects and flaws in design; shall strictly conform to the requirements of this Agreement; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Agreement, and shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized similar entities in performing services of a similar nature in existence at the time of performance of the Agreement. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved by HTFC. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Agreement. Contractor shall promptly, and without charge, provide to the satisfaction of HTFC all corrective services necessary as a result of Contractor's errors, omissions, negligent acts or failure to meet its warranty. The Scope of Services and everything pertaining thereto shall be provided, performed and completed at the sole risk and cost of the Contractor. Contractor shall be responsible for any and all damages to property or persons to the extent caused by Contractor's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by HTFC based upon the Scope of Services as a result of and to the extent caused by any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision

of this Agreement, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of insurance to indemnify, hold harmless or reimburse Contractor for such damages, losses or costs.

11. Performance. In the event there is substantial noncompliance with performance measures or probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, HTFC may withhold up to fifteen (15) percent of said contract funds until such time as Contractor is found to be in compliance by HTFC, or is otherwise adjudicated to be in compliance.

12. Exhibits and Appendices. The following exhibits and appendices are hereby incorporated into this Agreement and Contractor, to the extent applicable, shall adhere to their provisions.

EXHIBIT A	Scope of Services
EXHIBIT B	Budget
EXHIBIT C	Designation of Depository for Direct Deposit of HTFC Funds
Appendix 1	Standard Clauses for all HTFC Contracts
Appendix 2	Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures
Appendix 3	Community Development Block Grant Disaster Recovery (CDBG-DR) Contractual Rider
Appendix 4	HTFC Travel Reporting Forms and Guidelines

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

By: [redacted]

Name: James Rubin

Title: Director, NY Rising Community Reconstruction Program

HOUSING TRUST FUND CORPORATION

By: [redacted]

Name: HOWARD UNGAR

Title: VICE PRESIDENT

Parsons Transportation Group of New York, Inc.

EXHIBIT A

SCOPE OF SERVICES

PART ONE: OVERVIEW

Parsons Transportation Group of New York, Inc. ("the Contractor") shall be responsible completing, at a minimum, the activities outlined in this Scope of Services.

I. PROJECT DESCRIPTION

a. Through the NY Rising Community Reconstruction Program, New York State is assisting communities to rebuild better and safer based on community-driven plans that consider current damage, future threats to community assets, and the community's economic future. In keeping with the National Disaster Recovery Framework, Community Reconstruction (CR) Plans will consider the needs, risks, and opportunities related to assets in the following categories of recovery support functions: Community Planning and Capacity Building, Economic Development, Health and Social Services, Housing, Infrastructure, and Natural and Cultural Resources. By completing a successful Plan, each participating community will position itself to obtain funding and undertake other specific actions to implement that Plan to improve the community's future.

b. Through the CR planning process, communities will:

   i. Assess the community's vulnerabilities to future natural disasters and its needs for economic development;

   ii. Identify where funds should be used to repair or reconstruct critical facilities and essential public assets damaged or destroyed by these storms; and

   iii. Identify projects and actions that will increase resilience while also protecting vulnerable populations and promoting sound economic development.

c. A CR Plan will include key regional and community assets in risk areas and develop long-term resilient approaches to protecting these assets. A CR Plan will identify goals, strategies, projects and actions needed to protect critical assets in risk areas. Innovative and creative approaches are encouraged.

d. A CR Plan will also include estimated costs and a preliminary analysis of costs versus benefits to determine the cost effectiveness of proposed projects or actions.

II. ASSIGNED COMMUNITIES

a. A NY Rising Community (Community) may consist of one or more Census-designated places, villages, towns, or cities.

b. The Communities assigned under this contract to the Contractor consist of the following groupings:

   i. Broome County: City of Binghamton, Town of Conklin, Town of Union, Town of Vestal, Village of Johnson City (A)

   ii. Tioga County: Town of Nichols, Village of Nichols, Town of Owego, Village of Owego, Town of Tioga (A)

   iii. Village of Sidney (A)

iv. Town of Prattsville (A)

III. KEY PLAYERS ROLES AND RESPONSIBILITIES RELATED TO THIS CONTRACT

a. State Planning Expert (Planner) – The Planner(s) will serve as the designated representatives for the Housing Trust Fund Corporation's Office of Community Renewal (OCR) for the purpose of managing the contract and ensuring contract and work plan requirements are met, including the review and approval of all deliverables. The Planner(s) will work with the Contractor to develop a work plan for each NY Rising Community assigned to the Contractor, which will allow for state review of documents prior to public release, provide for Planning Committee input, and enable the Planning Contractor to meet the deliverable due dates. The Planner(s) will, working with the Planning Committee Co-Chairs, take a lead role during CR Planning Committee Meetings and other public meetings.

b. Region Lead – The Region Lead will coordinate activities among NY Rising Communities (Community or Communities) within the assigned region; review documents and provide comments to the Planner; and serve as a sounding board for Planning Committee members and the public if issues develop with the timeliness or quality of the work requested from the Planning Contractor.

c. CR Planning Committee (Committee) and Co-Chairs - Each CR community will have a Committee led by two Co-Chairs. The Co-Chairs will participate in establishing meeting agendas, identifying approaches to public meetings, and providing input on draft documents for CR Planning Committee Review. The Co-Chairs will also participate in the establishment of a work plan to guide the Contractor's work. The Committee will develop a CR Plan with the assistance of the Planner, Region Lead, Contractor, subcommittees, stakeholders, and local government representatives. The Committee will provide input into the development of deliverables, react to draft documents, consider public input, and accept final drafts of deliverables.

d. Planning Contractor (Contractor) – The Contractor will be assigned to provide technical assistance to CR Planning Committee(s) for all requirements and activities associated with the CR planning grants, under the direction of the Planner(s), including but not limited to meeting and meeting logistics, public engagement, developing minutes and a record of public comments, and document preparation and analysis. Additional responsibilities will be expressed in a work plan for each CR Community.

IV. WORK PLAN

a. *Development of a work plan for each Community.* The Planner(s) shall work with the Contractor to develop a work plan for each NY Rising Community assigned to the Contractor. The process for developing a work plan is outlined below:

   i. Review of existing local and regional planning documents. The Contractor shall identify and review existing local and regional plans relating to the CR community (e.g. community comprehensive plan, economic development plan, emergency management or disaster mitigation plan, hazard mitigation plan, sustainability plan, local waterfront revitalization program).

1. Based on review of existing documents, the Contractor shall prepare a list of local and regional issues to consider when developing the CR Plan.
2. The Contractor shall identify to what extent plan deliverables, if any, are contained in existing local and regional planning documents. The Contractor shall analyze what gaps need to be filled to complete each deliverable and estimate the time commitment needed to complete the work.
    a. All CR Plan components must be included in the plan. Some may be derived from existing plans.

ii. Determination of planning needs. The Contractor will review with the Planner and Co-Chairs and develop a consensus of what planning needs exist in the community related to the development of strategies, actions and projects for the six recovery support functions.

iii. Preparation of the work plan.
    1. The Contractor shall prepare a draft work plan for review by the Planner(s). The work plan must include steps needed to complete the plan described in the program guidance document, as modified by the analysis of existing planning documents and the discussion with the Planner and Co-Chairs. It must also address the process for developing deliverables as found in section IV(c), below.
    2. The work plan may be expanded to include tasks that exceed the minimum tasks necessary to complete the CR Plan, based on the needs of the Community and existence of required plan components, and provided such tasks are related to at least one of the six recovery support functions.

iv. The work plan shall include a budget and staffing plan. The budget and staffing plan shall include: a management plan identifying the project manager and all personnel who will be working on the project; and hours and hourly wages allocated for each task.

v. The draft work plan shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final work plan.

b. *Build upon existing planning products.* A Community may have done substantial planning work before it was impacted by Hurricanes Sandy or Irene and/or Tropical Storm Lee, or has been working since the storm on planning and recovery efforts. In preparing CR deliverables, the Contractor should use and build upon existing planning products. Where work needed to complete the minimum deliverables listed in this document is less than that anticipated, the Contractor will provide more in depth information related to the six recovery functions as outlined in the work plan.

c. *Process for developing deliverables.* The production of work plan deliverables shall allow for State review of documents prior to public release, provide for Planning Committee and public input, and enable the Contractor to meet the deliverable due dates. The following process shall be used:

i. The Contractor shall facilitate a discussion among Co-Chairs and/or Committee members to solicit input and guidance on development of the deliverable.

ii. The Contractor shall develop draft documents for review by the Planner(s) prior to distribution to the Co-Chairs and/or Committee members.

iii. The Planner(s) will review the draft deliverable and provide the Contractor with comments to be addressed in the next draft. This process will be iterated until the Planner determines that a draft of the document is ready for Co-Chair and/or Committee review.

iv. The Contractor shall work with the Planner(s) and Co-Chairs to present the deliverable to the Committee and to facilitate a discussion on the contents of the deliverable.

v. The Contractor shall conduct a public outreach effort as it relates to the deliverable as specified in each Committee's public outreach strategy.

vi. Steps *i* through *iv* will be repeated until the Committee accepts the deliverable as complete.

d. ***Products:*** Draft and final work plans submitted to the Planner for review and approval.

e. Due date: A final draft of the work plan agreed to by the Planner(s) must be submitted to the Planner(s) no later than September 20, 2013. Any extension of the due date would require the consent of the Planner and the director of the NY Rising Community Reconstruction Program.

V. UNIFORM APPROACH

The Contractor will join with other Contractors to develop a uniform approach to mapping products, cost benefit analysis, the description of reconstruction projects, and risk assessment. Additional approaches to planning or the presentation of materials in the conceptual or final plan will also be developed by Contractors convened by a Planner.

VI. ADDITION OF SUBCONTRACTORS

The Contractor will review the anticipated expertise needed to complete a CR Plan for each community based on approved work plans. Subcontractors may be added to address gaps in expertise with the approval of the Housing Trust Fund Corporation's Office of Community Renewal in consultation with the Planner(s).

VII. INCLUSION OF VULNERABLE POPULATIONS

a. Public engagement shall be inclusive of vulnerable, underserved, and displaced populations. Vulnerable populations are defined as people with disabilities, low and very-low income populations, the elderly, young children, homeless and people at risk of becoming homeless.

b. Reconstruction plans shall include new measures to protect vulnerable persons in the event of a future emergency, and include strategies that address many of the needs and opportunities of vulnerable populations.

VIII. REPORTS

a. The Contractor shall issue regular status reports to the senior Planner assigned to its CR, including the submission of bi-weekly dashboards in a template supplied by the

Planner(s) to report progress related to the CR plan. Dashboard reports shall be submitted on or before dates established in the work plan.

b. Other reports shall be submitted as necessary pursuant to other sections of the contract.

PART TWO: DELIVERABLES

The Contractor shall be responsible for providing the following deliverables for each NY Rising Community it is assigned in a manner described in the work plan.

IX. REVIEW OF RISK ASSESSMENT MAPS

The Contractor shall review the risk assessment maps prepared by the Department of State with assistance from the National Oceanic and Atmospheric Administration Coastal Services Center (NOAA-CSC) and the Federal Emergency Management Agency (FEMA). In the absence of available risk assessment maps, the Contractor shall consult floodplain maps and consider flood levels experienced in recent storms. The Contractor shall assist the Planner in the presentation of the risk assessment maps at the first Committee meeting including ensuring that hard copies and/or a laptop, projection equipment, internet access, and any other requisite technical equipment are available to view the map at the meeting.

X. IDENTIFICATION OF THE GEOGRAPHIC SCOPE OF PLAN

a. The Contractor shall assist the Planner, Co-Chairs and Committee in identifying the geographic scope of the CR Plan. The geographic scope of the plan may later be modified to reflect information gleaned in the planning process and strategies and implementation tools adopted by the Committee. The geographic scope of the plan shall be presented in graphical format on a map suitable for public presentation.

b. The draft plan map shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final plan map.

c. ***Products:*** Draft and final plan maps submitted to the Planner for review and approval.

XI. PUBLIC ENGAGEMENT STRATEGY

a. The Contractor shall prepare a public engagement strategy for consideration by the Planner(s) and Committee. The public engagement strategy shall specify the level, type, format, and purpose of community engagement throughout the planning process. The Contractor shall incorporate suggestions and comments received and revise the public engagement strategy to the satisfaction of the Planner(s) and Committee.

b. Public engagement should occur early and consistently throughout the process by way of visioning workshops, informational meetings, project presentations, public education, and or other agreed upon techniques. The Contractor shall organize, facilitate, arrange and pay for meeting space and otherwise assist with multiple public engagement meetings with the purpose of getting stakeholders involved in the CR process.

c. The Contractor shall deliver what is needed to implement the public engagement strategy, which at a minimum will include the following four meetings that will provide information to the public and seek its input:

   i. public meeting to define the community vision;

   ii. public meeting to report the asset inventory and assessment of risk to community assets;

iii. public meeting to present the conceptual CR plan; and

iv. public meeting to present the investment and action strategies.

d. Each public meeting must include a presentation of work done to date, an opportunity for attendees to provide feedback, and an opportunity for citizens who cannot attend to provide feedback. The Contractor must provide the following for each meeting: public notice (including press releases, announcements, individual mailings, and other appropriate means), outreach to underserved communities and displaced stakeholders, information gathering from those attending, and the collection and inclusion of feedback into the ongoing planning process. A summary of each public outreach session shall be made available in hard copy and electronically.

e. The draft public engagement strategy shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final public engagement strategy.

f. ***Products:*** Draft and final public engagement strategies submitted to the Planner for review and approval.

g. ***Due Dates:***

i. Public engagement will be ongoing throughout the planning process.

ii. Prior to November 10 two public meetings will be held. The first will be used to gather input from the public to help shape the planning process, such as visions for a resilient future, the identification of community needs and opportunities, and initial project ideas. The second public event will be to solicit reactions to the Conceptual Plan, and gather input as the community develops strategies and implementation projects and actions to become more resilient.

iii. The following public meetings must occur prior to February 16, 2014: (1) a meeting to review the assessment of risk to assets and to identify possible solutions, and (2) a meeting to receive additional input on implementation strategies and projects.

XII. COMMUNITY VISION

a. The Contractor shall prepare a community vision statement for consideration by the Planner(s) and Committee. The vision statement shall address regional and community recovery and resilience and be consistent with input received from the general public, local governments, the Committee and the Planner(s). The overall aim of the vision statement should be to address damage caused by Sandy, Irene and/or Lee; capitalize on social and economic assets to improve the local economy; and rebuild a more resilient community to expand the economy and reduce future risk. The vision statement may also be expressed in the form of short-, medium-, and long-term goals to be achieved through the implementation of the plan.

b. The draft vision statement shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final vision statement.

c. ***Products:*** Draft and final vision statements submitted to the Planner for review and approval.

XIII. COMMUNITY ASSET INVENTORY

a. Within the geographic scope of the CR Plan, the Contractor shall complete an inventory of regional and community assets located within extreme, high, and moderate risk areas that have been affected by coastal or riverine hazards and those assets which could be affected as shown on the risk assessment maps (extreme risk areas, high risk areas, and moderate risk areas) or in non-coastal areas, assets located within the 100-year flood plain or dam inundation areas. Regional and community assets may relate to economic development, health and social services, housing, infrastructure systems, natural and cultural resources, socially vulnerable populations, and other assets of community importance. Communities may choose to limit the inventory to assets located within the extreme and high risk areas within the geographic scope of the CR Plan.

b. The following types of information should be provided for each asset: asset name, address, geographic coordinates (at the option of the Committee), risk area designation, asset class (see Guidance for Community Reconstruction Zone Plans), status as a critical facility, community value, landscape attributes (only in coastal communities), and other information deemed critical to the risk assessment process (e.g. building material, age, ownership, occupancy by vulnerable populations).

c. The Contractor shall use an inventory worksheet in a format approved by the Department of State to present the asset inventory in the CR Plan.

d. The draft asset inventory shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final asset inventory.

e. ***Products:*** Draft and final asset inventories submitted to the Planner for review and approval.

XIV. RISK ASSESSMENT

a. The Contractor shall conduct a rigorous analysis of the community's infrastructure, economy, and assets to determine where the community's greatest vulnerabilities and opportunities lie. This analysis shall include assessment of the vulnerability of physical assets – for example, water treatment plants, nursing homes, hospitals, waterfront properties and beaches – and of systems such as local transportation, zoning and building codes, ecosystems, and residential development.

b. The Contractor shall consider the three factors contributing to risk – hazard, vulnerability, and exposure – and using those risk factors and historical data, shall estimate the potential consequences an asset faces from future storms.

c. The Contractor shall use a Risk Assessment approach approved by the Department of State to present the risk to assets in the CR Plan.

d. The draft risk assessment shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final risk assessment.

e. ***Products:*** Draft and final risk assessments submitted to the Planner for review and approval.

XV. NEEDS AND OPPORTUNITIES ASSESSMENT

a. The Contractor shall prepare an assessment of the Community's needs and opportunities for consideration by the Planner(s) and Committee. Community needs and opportunities must relate to the following six core recovery functions: Community Planning and Capacity Building; Economic Development; Health and Social Services; Housing; Infrastructure; and Natural and Cultural Resources. The assessment shall have a narrative component profiling the community's potential for growth in the short, medium, and long term.

b. The economic needs and opportunities assessment shall include an assessment and analysis of the key drivers of the community's economy to identify both weaknesses and potential opportunities for growth. These needs may relate to repairing or replacing assets that were damaged by Hurricane Sandy, Hurricane Irene, or Tropical Storm Lee; to lost economic opportunities attributed to damages or to energy and funds redirected toward recovery; to rebuilding or expanding the local economy; to making existing assets more resilient or to needs already existing when the storm hit.

c. The level of the needs and opportunity assessment should be suitable to the needs of the community, consider or incorporate past studies, and be sensitive to the need to complete other CR planning activities.

d. The specific requirements for an assessment of community housing needs include the following:

   i. A thorough description of recent storm damage to the housing stock of the community and a discussion of any socio-economic events that may affect the community's housing stock during the next 3 to 5 years, such as regional economic trends or institutional investments.

   ii. The current housing conditions in the area including, housing affordability, homeownership rates, building conditions, vacancy rates, and other relevant residential needs.

   iii. The type and location of housing needs in the community based on current and expected housing availability, an analysis of the local economy (e.g., estimated job losses and/or job gains), information about population trends in the community using Census data, current year estimates and five year projections and other relevant data such as household size, housing tenure and age of housing. Housing needs that should be addressed include: interim and permanent; owner occupied and rental; single family and multifamily; housing for the elderly; special needs populations and supportive housing; and public, HUD-assisted, affordable, and market rate. The needs assessment should be evidence-based and reference pertinent sections of local master plans, consolidated plans and other community development or strategic plans that support the proposed housing efforts presented in the CR Plan.

e. The draft needs and opportunities assessment shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final needs and opportunities assessment.

f. ***Products:*** Draft and final needs and opportunities assessments submitted to the Planner for review and approval.

XVI. RECONSTRUCTION STRATEGIES, PROJECTS, PROGRAMS AND ACTIONS

a. The Contractor shall prepare strategies to rebuild and spur economic growth for consideration by the Planner(s) and Committee. For each strategy the Contractor shall describe projects, actions, and/or programs the community will undertake to implement those strategies. The Contractor shall prepare for the consideration of the Planner(s) and Committee a range of potential investments and their relative priority based upon their cost, benefits, and collateral impacts on other aspects of life in the community. The Contractor shall use a cost benefit analysis approach approved by the Department of State to assist the Committee in prioritizing such projects and programs.

b. The Contractor shall also prioritize for consideration by the Planner(s) and Committee actions such as zoning changes or other policy changes to improve the resilience and economy of the community. When developing strategies, the Contractor shall consider the risk assessment and the cost benefit analysis, as well as a number of other factors (e.g. value to the community, combined benefits of a project or action, cost and availability of resources, timing in coordination with other construction or capital improvements, and availability of funding).

c. Housing strategies should be based on the housing needs and opportunities identified in the Needs and Opportunities deliverable. Housing strategies should include:

    i. how demand for affordable housing will be met;

    ii. how the availability of affordable housing will be promoted to people impacted by the storm;

    iii. identification of non-CDBG programs available for public and private housing provides to address post-disaster housing needs, in the context of supply, affordability and accessibility; and

    iv. how the community will encourage the provision of disaster-resistant housing for all income groups.

d. The draft reconstruction strategies, projects, programs and actions shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final investment and action strategies.

e. ***Products:*** Draft and final reconstruction strategies, projects, programs and actions submitted to the Planner for review and approval.

f. ***Due Dates:*** The final CRZ-accepted list of strategies must be submitted to the Planner no later than November 30, 2013. The final CR-accepted list of projects and actions must be submitted to the Planner no later than March 31, 2014.

XVII. COORDINATION WITH REGIONAL PLANNING

a. The Firm shall prepare for consideration by the Planner(s) and Committee a list of projects, strategies, and activities that will affect or will be affected by ongoing planning in nearby municipalities and at the county and regional level. The Firm shall help ensure that CR Plans are consistent with county and regional plans.

XVIII. CONCEPTUAL CR PLAN

a. The Planning Contractor shall assemble a conceptual CR Plan for public review. The conceptual CR Plan will include, at a minimum, the following items:

   i. The community vision as approved by the Committee.

   ii. The geographic scope of the plan.

   iii. Key strategies identified by the Committee.

   iv. Potential key projects identified by the Committee.

   v. Potential actions that could be taken to implement the key strategies.

   vi. A description of how the public has been engaged in development of the Conceptual CR Plan.

b. The draft conceptual CR Plan shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final conceptual CR Plan.

c. ***Products:*** Draft and final conceptual CR Plans submitted to the Planner for review and approval.

d. ***Due Date:*** The Contractor shall provide a CR-accepted conceptual plan to Planner no later than October 28, 2013.

XIX. COMPLETED CR PLAN

a. The Contractor shall prepare for the Committee a CR Plan that includes a detailed implementation schedule. The State will provide a template for the Plan and will review each plan against the criteria set forth below.

b. The Contractor must submit five (5) hard copies of the CR Plan to the Planner. (In addition, the plan must be submitted as an electronic copy in Word and Adobe Acrobat Portable Document Format (PDF) created using 300 dpi scanning resolution. Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the Requirements for Contract GIS Products in Attachment A1. Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created, such as CAD format or other similar product acceptable to the Department as well as in JPEG or GIF format.).

c. CR Plan contents shall include, in a format approved by the State, the following items:

   i. Overview

      1. Geographic scope of plan
      2. Description of storm damage
      3. Description of critical issues
      4. Community vision
      5. Description of its relationship to the regional plan

   ii. Assessment of Risk and Needs

      1. Description of community assets
      2. Assessment of risk to assets

3. Assessment of risk to systems
4. Assessment of needs and opportunities

iii. Reconstruction Strategies, Projects, Programs and Actions

1. Strategies, projects, programs, and actions related to community planning and capacity building
2. Strategies, projects, programs, and actions related to economic development
3. Strategies, projects, programs, and actions related to health and social services
4. Strategies, projects, programs, and actions related to housing
5. Strategies, projects, programs, and actions related to infrastructure
6. Strategies, projects, programs, and actions related to natural and cultural resources

iv. Implementation Schedule

1. A schedule of implementation actions which identifies the strategy, actions, target dates, and responsible parties

v. Appendices

1. List of CR Planning Committee members
2. Description of public engagement process
3. Description of priority projects and their costs and benefits
4. Inventory of assets
5. Prioritized list of projects

d. The draft CR Plan shall be submitted to the Planner for review and approval and the Planner's comments shall be incorporated into the final CR Plan.

e. ***Products:*** Draft and final CR Plans submitted to the Planner for review and approval.

f. ***Due Date:*** The Contractor shall provide a CR Plan accepted by the Committee to the Planner no later than March 31, 2014.

EXHIBIT B

BUDGET

In relation to the agreement between Parsons Transportation Group of New York, Inc. and the Housing Trust Fund Corporation, the hourly rate to be paid will not exceed that which is listed below during the term of the agreed contract period. Deliverables and services identified in Exhibit A will be completed within the cost identified in Section 3 of this contract.

CRZ Plan A

Contract Title	Hourly Rate
Engagement Partner	$ [redacted]
Project Manager	$
Senior Analyst	$
Associate Analyst	$
Analyst	$

CRZ Plan B

Contract Title	Hourly Rate
Engagement Partner	$ [redacted]
Project Manager	$
Senior Analyst	$
Associate Analyst	$
Analyst	$

Authorized travel in connection with site visits or meetings will be reimbursed at rates not to exceed those paid to New York State employees. Travel should be by common carrier wherever practical and Contractor agrees to limit travel by air to instances only when necessary. All other costs and expenses are the responsibility of the Contractor and will not be reimbursed. Contractor shall bill travel separately using the HTFC travel reporting forms and guidelines in Appendix 4.

Payment for all services and expenses shall be made pursuant to original invoices submitted by the Contractor no more frequently than monthly, unless an alternate schedule is approved, in writing, by HTFC's Office of Corporate Finance. Invoices must contain all information required by HTFC and all invoices must be submitted within sixty days of the date of services provided. Payment will be made by direct deposit ("ACH") to the Contractor's bank account pursuant to information obtained from the Contractor on a form to be provided by HTFC.

Pursuant to New York State's Prompt Payment Law, HTFC's policy is to pay all properly submitted invoices within 30 days of receipt of such invoices by HTFC. Copies of HTFC's

Prompt Payment Policy Statement can be obtained by contacting HTFC's Office of Corporate Finance at the address indicated on page one of this Agreement.

Parsons Transportation Group of New York, Inc. must maintain payroll and basic records for all participating employees during the course of the work including travel and related costs. Records to be maintained include:

- Name, address, and Social Security number of each employee
- Each employee's work classifications or title
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Travel and additional related costs

EXHIBIT C

Designation of Depository for Direct Deposit of HTFC Funds (see attached)

REDACTED

ADDITIONAL ATTACHMENTS

Appendix I: Standard Clauses for all HTFC Contracts

Appendix 2: Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures

Appendix 3: Community Development Block Grant-Disaster Recovery (CDBG-DR) Contractual Rider

Appendix 4: HTFC Travel Reporting Forms and Guidelines