

**FOURTH AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT  
BY AND BETWEEN**

**HOUSING TRUST FUND CORPORATION  
AND  
DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

This Fourth Amendment to Subrecipient Agreement ("Fourth Amendment") hereby amends that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement effective as of June 20<sup>th</sup>, 2013, as amended (the "Subrecipient Agreement") by and between Housing Trust Fund Corporation ("Grantee") and the Dormitory Authority of the State of New York ("Subrecipient").

**W I T N E S S E T H:**

WHEREAS, effective as of June 20, 2013, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement (the "Agreement") in connection with that portion of the Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") program (the "CDBG-DR Grant Program") known as the Recreate NY Smart Home Program (the "Program"); and

WHEREAS, Grantee and Subrecipient entered into a First Amendment to the Agreement, effective as of September 25, 2013;

WHEREAS, Grantee and Subrecipient entered into a Second Amendment to the Agreement effective as of October 18, 2013;

WHEREAS, Grantee and Subrecipient entered into a Third Amendment to the Agreement effective as of November 15, 2013;

WHEREAS, in a manner consistent with the Federal Register Notice in Docket No. FR-5696-N-01, Grantee and Subrecipient acknowledge and agree that: (a) disaster recovery needs in the Program will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual; and (b) remaining recovery needs may also evolve over time as they are met by the dedicated resources such as those provided by Subrecipient (either directly or through its authorized consultants) to Grantee pursuant to the Agreement; and

WHEREAS, the parties desire to amend certain insurance limits in the Agreement and further amend Schedule A and Schedule B of the Agreement in order to meet the evolving needs of the Program and provide for the delivery of additional Inspection Management Services, certain environmental inspection and/or review services and other construction-related project management services pursuant to the Agreement.

NOW THEREFORE, in accordance with the promises and covenants set forth herein, Grantee and Subrecipient hereby agree as follows:

1. Section VII.E.A., subparagraphs 3 - 8. of the Agreement are hereby amended to read as follows:

3. Commercial General Liability ("CGL") insurance obtained by or on behalf of the Subrecipient and construction management subcontractors and/or construction management subrecipients engaged directly by the Subrecipient (the "CMs"), with policy limits for Bodily Injury, Personal Injury and Property Damage of at least five million dollars (\$5,000,000) per project location/per occurrence with a policy aggregate limit of at least five million dollars (\$5,000,000).

Commercial General Liability ("CGL") insurance obtained by each non-construction management consultant, each subconsultant, subcontractor and/or subrecipient of consultants engaged directly by the Subrecipient of every tier with policy limits for Bodily Injury, Personal Injury and Property Damage of at least one million dollars (\$1,000,000) per project location/per occurrence with a policy aggregate limit of at least one million dollars (\$1,000,000).

The limits may be provided through a combination of primary and umbrella/excess liability policies, and may involve retentions acceptable to Subrecipient. The coverage will provide and encompass:

- a. Excavation, Collapse and Underground Hazards (X, C and U), where applicable;
    - b. Independent Contractors;
    - c. Blanket Written Contractual Liability covering all Indemnity Agreements, including all indemnity obligations contained in the General Conditions;
    - d. Products Liability and Completed Operations Aggregate limit of three million dollars (\$3,000,000) per project/per occurrence for a term of no less than three (3) years for insurance obtained by or on behalf of the CMs;
    - e. Products Liability and Completed Operations Aggregate limit of two million dollars (\$2,000,000) per project/per occurrence for a term of no less than three (3) years for insurance obtained by non-construction

- management consultants, subcontractors and/or subrecipients engaged directly by the Subrecipient;
- e. CGL coverage written on an occurrence form;
  - f. Endorsement naming the Grantee and the Subrecipient as Additional Insureds;
  - g. Each and every policy or policies procured by a subcontractor or consultant must be endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Grantee and/or the Subrecipient. Any other insurance maintained by the Grantee and/or Subrecipient shall be excess of and shall not contribute with the subcontractor's or consultant's insurance, regardless of the "other insurance" clause contained in the Grantee and/or Subrecipient's own policy of insurance.
  - h. Each subcontractor and consultant shall list any deductible or SIR and provide a copy of the endorsement.
5. Commercial Comprehensive Automobile Liability and Property Damage Insurance covering all owned, leased, hired and non-owned vehicles used in connection with the activities defined in this Agreement with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 each person/each accident. The limit may be provided through a combination of primary and umbrella/excess liability policies.
6. Grantee agrees to list Subrecipient as Additional Insured on any additional CGL insurance policy it may obtain with respect to this Program.
7. To the extent applicable only to CMs engaged directly by the Subrecipient, Professional Liability, with limits of not less than two million Dollars (\$2,000,000) each claim/\$2,000,000 annual aggregate, subject to a deductible or self-insured retention of not more than two hundred thousand Dollars (\$200,000) per claim or an amount acceptable to the Subrecipient.
8. To the extent applicable only to non-construction management consultants, subcontractors and/or subrecipients engaged directly by the Subrecipient, Professional Liability, with limits of not less than one million Dollars (\$1,000,000) each claim/\$1,000,000 annual aggregate, subject to a deductible or self-insured retention of not more than two


hundred thousand Dollars (\$100,000) per claim or an amount acceptable to the Subrecipient.

2. **Schedule A** to the Agreement is hereby amended to include the additional Inspection Management Services, Construction Project Management Services and Grant Program Planning Services set forth in the Supplemental Scope of Work attached hereto as Schedule A-3 and made part hereof.
3. **Schedule B** to the Agreement is hereby amended to contain the revised and updated Budget set forth in Schedule B attached hereto and made a part hereof.
4. This Fourth Amendment is effective as of the 10th day of February, 2014, except that the amendments effectuated by paragraph 1 hereof shall be effective as of October 1, 2013. Except as otherwise amended in this Fourth Amendment: (a) all terms defined in the Agreement shall have the meanings therein given; and (b) all of the terms, covenants and conditions in the Agreement are hereby ratified, and shall remain in full force and effect between the parties.

**IN WITNESS WHEREOF**, this Fourth Amendment has been executed by a duly authorized representative of each of the parties on the date appearing opposite the respective signatures below.


**HOUSING TRUST FUND  
CORPORATION**

Date: 5/21/14

By:   
Name: John Diamond  
Title: Dir

**DORMITORY AUTHORITY OF THE  
STATE OF NEW YORK**

Date: 5/23/14

By:   
Name: Michael Cardigan  
Title: V. P.

**SCHEDULE A-3**  
**SUPPLEMENTAL SCOPE OF WORK**  
**CONSTRUCTION-RELATED PROJECT MANAGEMENT SERVICES**

**Additional Construction-Related Responsibilities of DASNY**

In a manner consistent with HUD Docket No.FR-5696-N-01, as amended, HTFC and DASNY acknowledge and agree that disaster recovery needs will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual. Remaining recovery needs may also evolve over time as they are met by the dedicated resources provided by DASNY (either directly or through its authorized consultants) to HTFC pursuant to this Subrecipient Agreement.

In a manner consistent with these concepts, the CDBG-DR Grant Program and New York State Action Plan, HTFC and DASNY hereby agree to amend the Subrecipient Agreement, Schedule A, Scope of Work to include the following additional construction-related services on the part of DASNY (as further defined herein):

- A. Additional Construction-Related Grant Program Support Services
- B. Construction Management Services
- C. CM Financial Specialist Services
- D. Grant Program Planning Services
- E. Construction Management Consultant Services, including:
  - 1. Master Construction Manager (MCM)
  - 2. CM Operations Scheduler
  - 3. Pooled Expert Consultant Resources Panel

Accordingly, and without limitation, DASNY shall be responsible for providing the following additional project management services to HTFC:

**A. Additional Construction Related Grant Program Support Services**

DASNY shall provide such construction-related project management services as HTFC shall determine are necessary to ensure compliance with the CDBG-DR Grant Program Requirements listed above (the “**Grant Program Support Services**”). To this end, DASNY shall, to the extent requested by the Grantee and to the extent funding is provided by the Grantee:

- 1. Develop, either directly or through its authorized consultants, a program of Construction Management Services (as defined herein) that will assist HTFC in meeting its obligation to ensure the timely expenditure of CDBG-DR Grant Program funds.
- 2. Provide the Construction Management Services (as defined herein) in accordance with the overall HTFC grant administration plan.

3. Implement necessary financial controls required by HTFC to document CDBG-DR Grant Program compliance. Without limitation to the foregoing, DASNY shall cooperate with HTFC in the development and/or implementation of such construction-related financial controls as shall reasonably be required by HTFC to: (a) ensure CDBG-DR Grant Program compliance; and (b) detect and prevent fraud, waste and abuse of CDBG-DR Grant Program funds.
4. Cooperate with HTFC in all proceedings necessary to demonstrate compliance with applicable environmental review requirements in 24 CFR Part 58 or as otherwise provided in the CDBG-DR Grant Program approval.
5. Report relevant performance and expenditure data (including reasonable projections thereof) to HTFC to facilitate its compliance with all applicable CDBG-DR Grant Program requirements for reporting, database entry and internet web site hosting, including attendance at required meetings for this purpose.
6. Comply with other applicable Grant Program Support Services obligations in the Subrecipient Agreement.

**B. Construction Management Services**

DASNY shall directly staff the Construction Management Program Director (**CMPD**) and assign such DASNY employees as shall be reasonably required to provide such construction-related project management services as shall be necessary to oversee and manage construction-related portions of the CDBG-DR Grant Program at a director level (the “**CMPD Project Management Services**”). Additionally, HTFC requests DASNY to procure such additional authorized DASNY consultants as shall be necessary at a local and regional level to manage construction-related portions of the CDBG-DR Grant Program and inspect the eligible Work for compliance with CDBG-DR Grant Program requirements (the “**Authorized DASNY Consultant Services**” and, collectively with **CMPD Project Management Services**, the “**Construction Management Services**”). To these ends, DASNY shall, to the extent requested by Grantee and to the extent funding is provided by Grantee, be authorized to undertake the following:

1. CMPD Project Management Services
  - a. Serve as the HTFC's director-level construction project manager, assisting in the high-level coordination and facilitation of the grant administration process, including management and inspection of authorized construction work for CDBG-DR Grant Program compliance as requested by Grantee, and management of relationships between the HTFC, DASNY and authorized DASNY consultants.
  - b. Oversee and manage the delivery of the Grant Program Support Services to the extent requested by the Grantee; provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the

Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application.

- c. Oversee and manage the CM Financial Specialist.
- d. Oversee and manage the delivery of the Grant Program Planning Services as defined herein.
- e. Assist HTFC in determining the appropriate programmatic project sequencing, phasing and scheduling of eligible CDBG-DR Grant Program Work, and communicate such to authorized DASNY consultants.
- f. Schedule and attend meetings as reasonably required to facilitate the timely disbursement of CDBG-DR Grant Program funds and provide status reports and meeting minutes as necessary or appropriate.
- g. Monitor the performance of all authorized DASNY consultants throughout the CDBG-DR grant administration process, and assist with verifying that schedules and budgets are in line with expectations.
- h. Input all required project management information into the HTFC reporting database.
- i. Communicate project management information and concerns as appropriate to HTFC, and facilitate resolution in conjunction with the HTFC Project Manager.
- j. Provide Inspection Management Services as defined in the base Sub-Recipient Agreement, for all homes over the initial 5,000 homes covered under the base Sub-Recipient Agreement.
- k. Provide additional/supplemental inspections as required and/or requested by Grantee for the purposes of award determination review, homeowner appeal, QA/QC evaluation, program refinements or other reasons as requested by the Grantee.
- l. Perform follow-up environmental inspections for certain homes as requested by Grantee and environmental sampling and testing as requested by Grantee.
- m. Provide technical assistance to HTFC in the award determination review, dispute resolution and homeowner appeals processes.
- n. Develop seminar/outreach programs to train design professionals (A&Es) and contractors on participation in the Program.

- o. To the extent requested by Grantee in accordance with the terms of the Subrecipient Agreement, develop standardized forms and documents for A&Es and contractors to use in the program, including but not limited to standard homeowner-design professional contract, standard homeowner-independent contractor contract, design/permitting document standards, payment forms and requirements, payment process development, change order forms and requirements and other such documents as may be required by the Program and/or requested by the Grantee.
- p. Review plans and specifications prepared by homeowner's design professional for submission to authority having jurisdiction for permitting approval to ensure that scope of work set forth in the estimated cost of repair report ("ECR") is included.
- q. Review existing homeowner design professional and/or construction contracts to ensure they meet Program requirements.
- r. As requested by the Grantee, provide re-scoping services to homeowners who cannot provide the funds for construction that were offset by duplication of benefits.
- s. Provide assistance with compliance with Tier 2 environmental review requirements as requested by Grantee.
- t. Provide embedded construction staff to assist Grantee in the administration and management of the Program; provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application.
- u. Provided embedded construction staff to assist the Grantee's case work program consultant in technical aspects of homeowner interaction; provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application.
- v. To the extent requested by Grantee in accordance with terms of the Subrecipient Agreement, evaluation of change orders proposed to homeowner-design professional contracts and homeowner-contractor contracts as requested by the Grantee.
- w. Provide energy efficiency testing and evaluation as required by the Program and/or requested by the Grantee.



- x. Conduct final site visits. An inspector visits the home site, collects documents, observes work completed and documents and confirms that scope of work funded by the Program is complete for payment purposes.
  - y. In conjunction with direction provided by the Grantee, establish project closeout document control policies, procedures and systems to enable administrative closeout of applicant files.
  - z. Establish team of individuals that are trained and skilled in working with Xactimate and are able to evaluate elevation, square footage, and scope clarification requests and actively adjust ECR and AA documents pursuant to Grantee guidance or approval.
  - aa. Provide technical advisory services for Homeowners. Establish a team of qualified professionals who may assist home owners in connection with one or more of the following: scope changes, feasibility, change orders, progress of projects, payment issues and coordination with local building authorities.
  - bb. Provide subject matter experts to supplement embedded construction staff to assist Grantee in the administration and management of the Program; provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application.
  - cc. Provide subject matter experts to supplement embedded construction staff to assist the Grantee's case work program consultant in technical aspects of homeowner interaction; provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application.
  - dd. Provide other technical assistance as required by the Program and/or requested by the Grantee.
2. CMPD Procurement Services - HTFC requests DASNY to procure the following additional consultants to staff and manage construction-related portions of the CDBG-DR Grant Program and inspect Work for compliance with CDBG-DR Grant Program requirements:
- a. Master Construction Manager (MCM)
  - b. Construction Managers

- c. Team Leaders
- d. Environmental Inspectors
- e. Environmental Tier 2 review consultants
- f. Environmental Phase 2 assessment consultants
- g. Appraisal services
- h. Public outreach consultants
- i. CM General Conditions services related to program management
- j. Information Technology Security Consulting

The parties recognize and anticipate that the number, type and roles of DASNY authorized consultants will need to change as actual CDBG-DR Grant Program needs solidify and develop, and therefore, any necessary changes will be addressed by an amendment to this Subrecipient Agreement.

#### **C. CM Financial Specialist Services**

To facilitate the efficient and orderly administration of financial aspects of the CDBG-DR Grant Program, DASNY shall directly staff the position of Construction Management Financial Specialist (“**CM Financial Specialist**”). The CM Financial Specialist shall, at a minimum:

1. Coordinate timely payments to DASNY, its authorized consultants, and any other necessary parties authorized by HTFC in writing; provided, however, that such payment shall be contingent upon receipt of an approved payment request accompanied by any necessary supporting documentation requested by DASNY.
2. Review and respond to payment requests and accompanying supporting materials in accordance with all HTFC-approved financial controls, all DASNY internal controls, processes and procedures, and, in the case of payment requests from authorized DASNY consultants, all applicable contractual requirements.
3. Report relevant expenditure and cost data (including reasonable projections thereof) to HTFC to facilitate its compliance with all applicable CDBG-DR Grant Program requirements for reporting, database entry and internet web site hosting, including attendance at required meetings for this purpose.
4. Such other and further CM Financial Specialist services as shall be (a) agreed to by the parties in writing, and (b) consistent with the purposes, intent and requirements of the CDBG-DR Grant Program and State Action Plan.

#### **D. Grant Program Planning Services**

DASNY, either directly or through its authorized consultants, shall provide such project management services as HTFC shall determine are necessary to plan an orderly and compliant administration of the CDBG-DR Grant Program (the “**Grant Program Planning Services**”). To this end, DASNY shall, at a minimum, provide the following

#### Grant Program Planning Services to HTFC:

1. Development of a List of professional engineers and architects licensed by the State of New York and other technical experts (e.g., testing lab, title search firm, etc.) to serve on the Pooled Expert Consultant Resources Panel established by DASNY for the sole purpose of providing subject matter expertise on an as needed basis in the administration of the CDBG-DR Grant Program.
2. Procurement of such authorized DASNY consultants as shall be requested by HTFC for purposes of the CDBG-DR Grant Program; provided, however, that any such consultants shall be procured in a manner that complies with federal CDBG-DR Grant Program requirements, and to the extent practicable, the procurement requirements of the State of New York.
3. Provide information technology security services with respect to the Grantee's intake consultant(s).
4. To the extent requested by Grantee in accordance with their terms of the Subrecipient Agreement, provide public outreach support services.
5. Such other and further Grant Program Planning Services as shall be (a) agreed to by the parties in writing, and (b) consistent with the purposes, intent and requirements of the CDBG-DR Grant Program and State Action Plan, provided however, that in rendering any Grant Program Planning or Support Services to HTFC pursuant to the Subrecipient Agreement, DASNY shall not have or be construed to have any decision making responsibility or liability with regards to the CDBG-DR Grant Program, including but not limited, to decisions or determinations regarding the eligibility of any applicant or application .

In a manner consistent with HUD Docket No. FR-5696-N-01, HTFC and DASNY acknowledge and agree that disaster recovery needs will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual. Remaining recovery needs may also evolve over time as they are met by the dedicated resources provided by DASNY (either directly or through its authorized consultants) to HTFC pursuant to this Subrecipient Agreement. Accordingly, the project management services described above herein are subject to change and may be modified by written agreement signed by HTFC and DASNY.

#### **Responsibilities of Construction Management Consultants**

In a manner consistent with the CDBG-DR Grant Program and New York State Action Plan, construction management consultants procured by DASNY at HTFC's request shall be responsible for providing the following construction-related project management services to HTFC, to the extent agreed to by DASNY and such consultants:

## **A. Master Construction Manager (MCM)**

### **Construction Management Duties**

1. Cooperate with DASNY in establishing and maintaining uniform financial controls, performance management systems and quality assurance and quality control measures meeting HTFC, DASNY, CDBG-DR Program Grant and State Action Plan objectives with respect to : (a) construction-related tasks completed by Construction Managers, Team Leaders and Inspectors; (b) inspection of authorized Work for compliance with CDBG-DR Grant Program requirements; and (c) to the extent applicable, construction-related portions of the CDBG-DR Grant Program overseen by any external contractors, and architect and engineer (A&E) service providers, hired directly by the property owner.
2. Adhere to all written policies and procedures provided by HTFC to prevent duplication of benefits in the award and completion of authorized CDBG-DR Program Work.
3. Cooperate with DASNY in establishing and maintaining appropriate IT systems that link, to the extent possible, MCM and HTFC Program Management systems, including procedures to ensure effective and timely transition of data if direct system link is not feasible.
4. Cooperate with Grantee and Subrecipient in maintaining and monitoring compliance with, all standard, uniform, appropriate and/or required processes and procedures for the orderly and transparent administration of construction-related aspects of the CDBG-DR Grant Program, including the following:
  - a. Timely and efficient assignment and management of (including tracking of and reporting on same), all authorized CDBG-DR Grant Program construction Work, at internal, upstream (HTFC and DASNY) and downstream (Construction Manager, Team Leader and Head Inspector) levels.
  - b. For purposes of CDBG-DR Grant Program reimbursement, reviewing authorized construction Work in accordance with established policies and procedures.
  - c. Documenting property owner complaints regarding construction quality and workmanship.
  - d. Detection and prevention of waste, fraud, and abuse of CDBG-DR Grant Program funds.
  - e. Such other and further processes and procedures as shall be requested by HTFC or DASNY in writing and agreed to by the consultant.

NOTE: All processes and procedures shall be established and approved by HTFC and DASNY, and shall support HTFC's obligation to ensure the timely expenditure of all CDBG-DR Grant Program funds.

5. Create appropriate protocol for Construction Managers, Team Leaders and Head Inspectors to ensure consistency of actions across the Grant Program.

6. As requested by Grantee, review work certified completed by the independent contractors to evaluate quality, in accordance with HTFC established inspection policies and procedures, for purposes of CDBG-DR Grant Program reimbursement.
7. Provide cash flow estimates projecting need for internal and construction management consultant related expenses.
8. Provide programmatic and administrative assistance to homeowners during the procurement, design and construction process, provided that the MCM shall have no authority to act on behalf of a homeowner and shall not be considered an agent of a homeowner for any purpose.
9. As requested, provide environmental inspections for lead based paint and asbestos as well as related testing services.
10. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements.

#### Staffing Duties

1. Select and contract with the necessary Construction Managers and hire the necessary internal staff required to execute this Scope of Services.
2. Develop outreach programs to attract consultants and contractors to the program.
3. Develop a means to assemble a team of architects, engineers, consultants, and contractors to undertake the volume of work called for and to carry out the construction process within the timeframe required by the CDBG-DR Grant Program.
4. Develop training procedures that assure uniform and efficient training for all staff and construction management contractors.
5. In cooperation with HTFC and DASNY, provide a conflict of interest and ethics policy for all employees and construction management contractors.
6. Report any observance of fraudulent or illegal behavior by construction management contractors, as well as third-party contractors, A&E firms, applicants or other parties.
7. Develop a MWBE/Section 3 marketing plan that meets federal CDBG-DR Grant Program requirements, and also meets the State MWBE objectives as identified in the Action Plan.
8. Administration and closeout of inspection work and associated documentation for the completion and closeout of the inspection and ECR process, as well as the continuation

of inspection work and estimating as needed including:

- a. Establish and maintain document controls system – archival system that contains PDF and scanned images of project documents such as ECR, AA, inspector notes, rights of entry, etc.
  - b. Maintain labor records of all subconsultants, including but not limited to, certified payroll, time cards, sign in - sign out sheets, non-disclosure forms and related documents.
  - c. Provide detailed analytics and reports linking costs to specific projects as needed to associate costs of the program to “activity” budget.
  - d. Maintain call center to assist caseworkers with homeowner interaction.
  - e. Compile all physical files and maintain file room until transfer to DASNY/HTFC
  - f. Retain electronic records of project files in anticipation of uploading files to IntelliGrants.
9. If requested, create a “homeowner resource” web page to compile and provide information for the homeowner.
10. Develop and maintain status reports and metrics as requested by Grantee.
11. Provide administrative support to homeowners in a resource center that offers information and other services with respect to the Program on an as needed basis.
12. Develop and maintain homeowner guideline / manual to address homeowner questions regarding the Program.
13. Assist Grantee in the development of homeowner outreach programs.
14. To the extent requested, provide embedded senior staff to HTFC to assist in various aspects of the Program or as otherwise required, provided however, that in rendering such services to HTFC as described in this subparagraph 14., the MCM shall not have and shall not be deemed to have any decision making responsibility or liability with respect to the CDBG-DR Grant Program.
15. Provide such other and further services as requested by the Grantee and authorized by the Subrecipient as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with the Program requirements and/or objectives.

## **B. RESPONSIBILITIES OF OTHER SUBRECIPIENT CONSULTANTS**

### **1. In connection with the provision of Information Technology Security Services:**

- a. review the policies and procedures of Grantee's intake consultant
- b. visit Program intake sites
- c. assess vulnerabilities
- d. spot check inventory,
- e. prepare a report s and provide recommendations for changes
- f. evaluate least two Cloud Based Services to track, manage and secure the laptops
- g. visit each of the Program intake sites to verify that recommended security procedures are implemented and followed
- h. verify laptop inventory and document any discrepancies
- i. implement a chosen Cloud Based solution and update inventory as necessary
- j. provide a weekly report for every Program intake center
- k. Complete only authorized activities, approved by Grantee in writing in accordance with Section V(e) of the Subrecipient Agreement as meeting CDBG-DR Grant Program requirements;
- l. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements, as authorized by Section V(e) of the Subrecipient Agreement and as agreed to by URS and DASNY in writing.

### **2. In connection with the provision of Tier II Environmental Review Services:**

- a. Transmit completed Site-Specific Checklist to Grantee or Grantee's designee electronically to facilitate final determination by Grantee as to Tier II Environmental Review status of the property and provide supporting documentation, as required;
- b. Complete only authorized activities, approved by Grantee in writing in accordance with Section V(e) of the Subrecipient Agreement as meeting CDBG-DR Grant Program requirements;
- c. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements, as authorized by Section V(e) of the Subrecipient Agreement and as agreed to by URS and DASNY in writing.

### **3. In connection with the provision of Environmental Inspection Services:**

- a. Perform visual environmental inspections for homes identified by Grantee;
- b. Perform follow-up environmental inspections for certain homes identified by Grantee;
- c. Perform environmental sampling and testing for homes identified by Grantee;
- d. Issue report of findings and required action if needed;
- e. Complete only authorized activities, approved by Grantee in writing in accordance with Section V(e) of the Subrecipient Agreement as meeting CDBG-DR Grant Program requirements; and

- f. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements, as authorized by Section V(e) of the Subrecipient Agreement and as agreed to by LiRo and DASNY in writing.
4. In connection with the provision of Public Outreach Support Services:
- a. Transmit special notifications;
  - b. Conduct public hearing meetings;
  - c. Obtain general meeting minutes and comments from meetings, registration sign-in lists;
  - d. Complete only authorized activities, approved by Grantee in writing in accordance with Section V(e) of the Subrecipient Agreement as meeting CDBG-DR Grant Program requirements; and
  - e. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements, as authorized by Section V(e) of the Subrecipient Agreement and as agreed to by STV and DASNY in writing.
5. In connection with conducting project tour planning and public outreach activities on behalf of the New York State Governor's Office of Storm Recovery ("GOSR"):
- a. Provide event planning and coordination for up to fifty (50) tour events, including arrangement of venues and tour event setup;
  - b. Prepare high-quality informational materials for the tour events; and
  - c. Prepare up to thirty-five (35) additional press release publications based on content provided by GOSR
6. In connection with the provision of Tier 1 environmental review services:
- a. Complete the preparation of Tier I assessments for all counties covered under the New York Rising Housing Program.
  - b. Complete a Flood Plain Management Plan for each county. Programs such as 5+ rehab/reimbursement and economic development may have to be done at a site level since HUD will not allow a county level plan.
  - c. Complete a NEPA Environmental Assessment Worksheet and Checklist.
  - d. Prepare a project brief and county-specific documents to create a Draft Programmatic Environmental Review Record (ERR).
  - e. If required, prepare an Environmental Impact Statement for the program.
  - f. Review documents with HCR.
  - g. Upon approval of the documents by HCR, transmit to HUD.
  - h. Post documents public comment and send notice to the appropriate newspapers as directed.
  - i. Provide final Environmental Review Record to HCR



7. In connection with the Grantee's Homeowner Assistance Program:

- a. Provide DASNY term consultants to assist a pilot program of approximately 30-50 homeowners progress their projects through design;
- b. Develop and conduct training programs for these consultants on the aspects of the program to effectively and efficiently service the pilot homeowners;
- c. Assist Grantee with the preparation of an RFP to select additional consultants to participate in the Grantee's Homeowner Assistance Program.

8. In connection with the Grantee's Homeowner Feasibility Program:

- a. Provide DASNY term consultants to assist Grantee with a pilot program to assist homeowners in the evaluation of the feasibility of elevation, optional mitigation and/or bulkhead repair/replacement;
- b. Develop and conduct training programs for these consultants on the aspects of the program to effectively and efficiently service the pilot homeowners;
- c. Assist Grantee with the preparation of an RFP to select additional consultants to participate in the Grantee's Homeowner Feasibility Program.

9. Provide such other and further services as requested by the Grantee and authorized by the Subrecipient as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with the Program requirements and/or objectives.

**C. CM Operations Scheduler**

1. Schedule site inspections as required by the Program for initial damage assessments, environmental inspections, supplemental inspections, construction inspections and final inspections.
2. Manage workload of Inspectors to ensure even loading and adequate Inspector time per homeowner site visit.
3. Aid in coordinating schedules between Case Manager and Inspectors for meeting with property owners.
  - (a) Working with the assigned Case Worker, make initial contact with the property owner.
4. During initial telephone interview: (i) arrange site access; and (ii) identify and coordinate all likely necessary functional resources to assess property conditions during the initial site visit (e.g., environmental inspectors, third-party A&E firms); Coordinate with all CDBG-DR Grant Program specialist / expert resources to consolidate site visits when possible.
5. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements, to the extent agreed to by the parties.

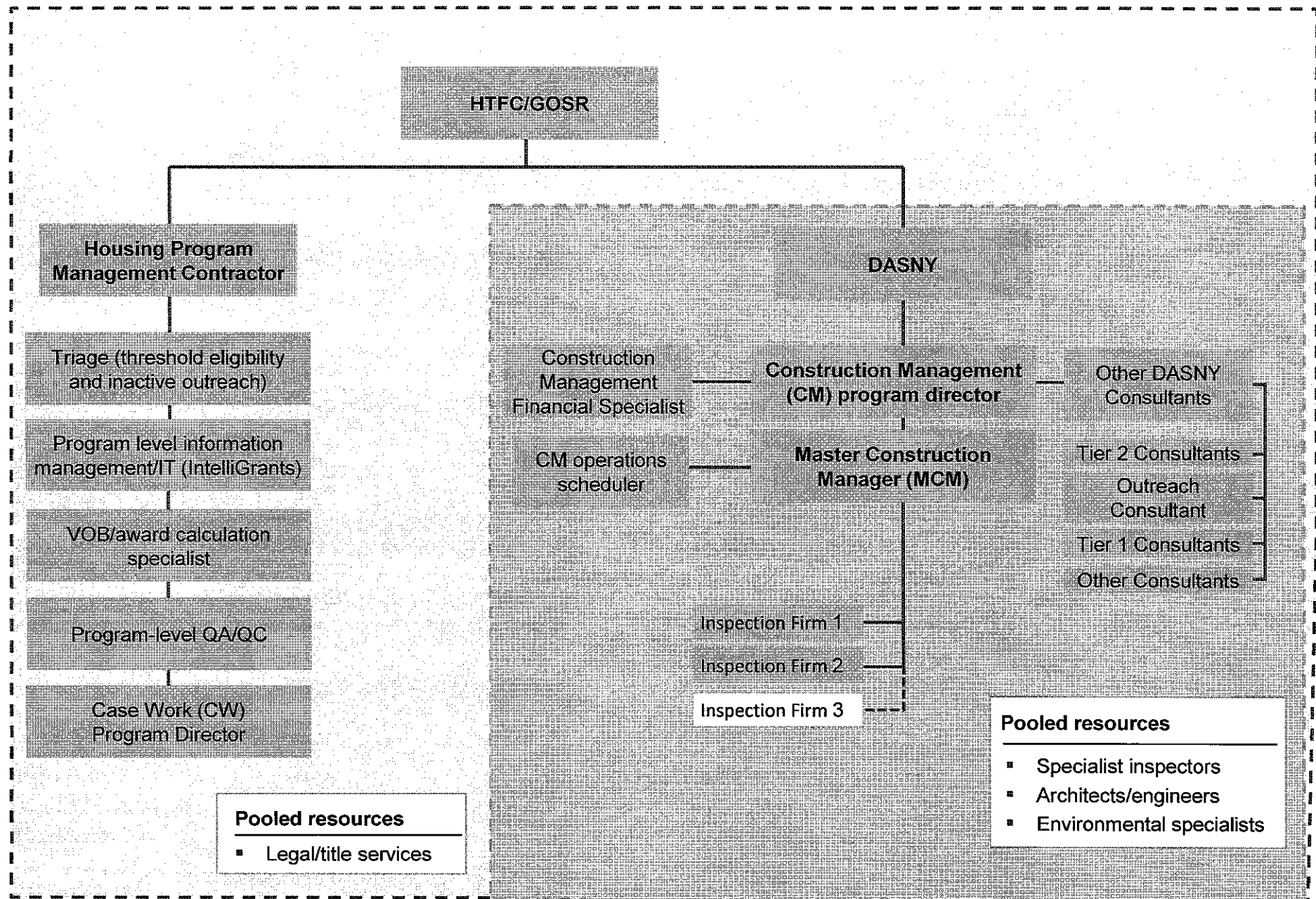
**D. Pooled Expert Consultant Resources Panel**

1. Perform technical evaluations when called upon by Head Inspector and submit written reports covering area of expertise in timely manner.
2. Communicate availability for work in CDBG-DR Grant Program to CM Operations Scheduler, such that Head Inspectors can schedule each expert's time appropriately and avoid capacity constraints.
3. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements.

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# Housing Program delivery ecosystem – Schedule A-1 (3/31/2014)

New York State



Schedule B  
HTFC/DASNY Sub-Recipient Agreement Budget  
05/20/2014

Item	Description	Basis	Re-Revised Budget 5/7/14	Comments:
1	HTFC/DASNY Subrecipient Agreement, Amendments 1, 2 & 3	Generally, services through 02/2014		currently committed
2	LiRo MCM	LiRo Fee Proposal 5/12/2014		services through June 2014
2.1	LiRo MCM July 2014 - August 2014			for July and August MCM staff
				lead and asbestos assessments and clearances
				plus \$ for services
3	LiRo Environmental	LiRo Fee Proposal 3/18/2014		ready performed
4	LiRo Embedded Staff	LiRo Fee Proposal 3/18/2014		services through August 2014
				400 damage assessments
				or QA of 1,000 non-LiRo Damage
				assessments. (start with 100 QA first, review with
				GOSR)
5	LiRo Damage Assessments	LiRo Fee Proposal 4/10/2014		target 300 Damage assessments
5.1	LiRo Assessments Upstate damage assessments at Time and Materials			
7	Tier 1's	AKRF Fee Proposal 4/29/2014		
				estimate: 2,500 new reviews + 1100 existing
8	Tier 2's	D&B Fee Proposal 4/28/2015		reviews = 3600 Tier 2 reviews
9	Comprehensive Project Tour Planning and Public Outreach Su	STV Fee Proposal 3/18/2014		deleted from scope per GOSR
10	Homeowner Assistance Pilot	Estimate		reduced Pilot scope
11	Homeowner Feasibility Program			deleted from scope per GOSR
				allowance, subject to further DASNY/HTFC
12	DASNY Fee	(4/11/2014 estimate		discussion
13	Insurance	By HTFC		
14	Other Project Costs			
		Amendment #4 Subtotal:		
15	Project Contingency			
16	Services provided 3/28/14 - 4/25/14	Estimate		
		Amendment #4 Total:		
		Say:		
17	HTFC/DASNY Subrecipient Agreement, Amendments 1, 2, 3 & 4	Total Subrecipient Agreement Value:	\$ 84,000,000	

A. In a manner consistent with HUD Docket No. FR-5696-N-01 and HUD Docket No. FR-5696-N-06, each as amended, Grantee and Subrecipient acknowledge and agree that disaster recovery needs will evolve over time as the full impact of a disaster is realized and costs of damages transition from estimated to actual. Remaining recovery needs may also evolve over time as they are met by the dedicated resources provided by Subrecipient (either directly or through its authorized contractors or subrecipients) to Grantee pursuant to this Agreement. Accordingly, the budget described in this Schedule "B" in subject to change, and may be modified by written amendment to the Agreement signed by Grantee and Subrecipient.

B. DASNY is authorized to re-allocate funds between Budget line items as it determines necessary so long as the overall Budget is not exceeded.