

**SIXTH 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 Sixth Amendment to Subrecipient Agreement ("Sixth Amendment") entered into this 31st day of October 2014, by and between Housing Trust Fund Corporation ("HTFC" or the "Grantee") and the Dormitory Authority of the State of New York ("Subrecipient") (collectively, the "Parties") hereby amends that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement dated as of June 20, 2013 (the "Subrecipient Agreement"), together with all amendments thereto (collectively, the "Agreement").

W I T N E S S E T H:

WHEREAS, Grantee and Subrecipient entered into the Subrecipient Agreement in connection with that portion of the Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") program known as the NY Rising Housing Recovery Program (the "Program");

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

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

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

WHEREAS, Grantee and Subrecipient entered into the Fourth Amendment to the Subrecipient Agreement effective as of February 10, 2014;

WHEREAS, Grantee and Subrecipient entered into the Fifth Amendment to the Subrecipient Agreement effective as of July 1, 2014;

WHEREAS, in a manner consistent with the Federal Register Notice in Docket No. FR-5696-N-01, as amended, 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

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Subrecipient (either directly or through its authorized consultants) to Grantee pursuant to the Agreement; and

WHEREAS, the parties desire to amend the Agreement as provided herein 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 II of the Subrecipient Agreement, entitled TERM, is hereby amended to read as follows:

II. TERM

The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the effective date of this Agreement, and shall end three (3) years from the date that HUD and the HTFC execute the Grantee's CDBG-DR grant agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of any CDBG-DR funds or other CDBG-DR assets, including loan repayments.

2. Subdivision E. of Section V. of the Subrecipient Agreement, entitled DISBURSEMENT OF GRANT FUNDS, is hereby amended to read as follows:

E. Prior to committing or receiving funds for each eligible activity, the Subrecipient must receive written authorization from the Grantee in the form established by Grantee for the Program. As a procedure for commencing any activities pursuant to this Agreement, the Grantee shall provide written notice to the Subrecipient of the authorization mechanism, i.e., a notice to proceed ("NTP"), and any activities undertaken by the Subrecipient pursuant to such authorization shall be considered duly authorized by the Grantee, provided, however, that execution of any amendment to this Agreement by the parties hereto shall be deemed and considered written authorization of the Grantee to the Subrecipient to commit funds and commence any and all eligible activities and services to be funded through any such amendment and no further authorization from the Grantee is required.

3. Section V. of the Agreement entitled DISBURSEMENT OF GRANT FUNDS is hereby amended to include a new subdivision F. thereto to read as follows:

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F. In accordance with the terms of this Section V., Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient, consistent with the Budget, Grantee policy concerning payments, and applicable Federal and State law and regulation. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient.

To the extent requested by Subrecipient, on thirty (30) day intervals and in amounts to be determined by Grantee, Grantee shall advance to Subrecipient funds available under this Agreement in order to provide necessary operating funds for services being rendered pursuant to the approved Budget, provided that Subrecipient maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the monthly transfer of the funds by Grantee to Subrecipient hereunder and the disbursement of same by Subrecipient, in accordance with 24 CFR 85.21(c).

In order to receive additional advances, Subrecipient shall submit information in support of previous payments (including advance payments), at least monthly, however, before additional advances will be made, all advances made more than ninety (90) days prior to the current advance request must be reconciled to the satisfaction of the Grantee.

4. **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.
5. Except as otherwise amended by this Sixth 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.

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IN WITNESS WHEREOF, this Sixth 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: 11/4/14

By: 
Name: James Rubin
Title: Executive Director

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

Date: 10/24/2014

By: 
Name: Stephen D. Curro
Title: Managing Director, Construction

**SCHEDULE A
SCOPE OF WORK
INSPECTION-RELATED PROJECT MANAGEMENT SERVICES**

Overview

Pursuant to the federal Disaster Appropriations Act, 2013 (Pub. L. 113-2, approved January 9, 2013), Congress appropriated \$16,000,000,000 for the national Community Development Block Grant Disaster Recovery ("CDBG-DR") program (the "Grant Program"). In accordance with the Federal Register Notice in Docket No. FR-5696-N-01 (as amended), the United States Department of Housing and Urban Development, Office of the Assistant Secretary for Community Planning and Development ("HUD") awarded New York State \$1,713,960,000 of CDBG-DR Grant Program funds). On April 13, 2013, HUD approved the State of New York *CDBG-DR Action Plan for Community Development Block Grant Program Disaster Recovery* (the "Action Plan"). The New York portion of the federal CDBG-DR Grant Program is known (and referred to in the Action Plan, this Agreement and Scope of Work) as the "Recreate New York Smart Home Program", or simply the "Program".

In accordance with applicable federal law, the purpose of this federal grant is to assist the State of New York in the recovery of the most impacted and distressed areas declared a major disaster due to Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible storm events in calendar years 2011, 2012 and 2013. Pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), this federal grant is being administered by the New York State Housing Trust Fund Corporation ("HTFC"), a public benefit corporation, as grantee. The Dormitory Authority of the State of New York ("DASNY"), as an authorized grant subrecipient pursuant to this Subrecipient Agreement and applicable federal law, agrees, either directly or through its procured subcontractors or subrecipients, to provide inspection-related project management services for damage assessments, inspections and cost of repair estimates to the HTFC in connection with the Program described in this Subrecipient Agreement, in a manner consistent with the standards, goals and performance measures listed herein.

The Recreate New York Smart Home Program will seek to inspect at least 5,000 eligible homes in storm impacted Program eligible counties throughout the State by October 13, 2013, or thereafter as determined by HTFC. Under the Program, disaster-impacted property owners will apply directly to HTFC for CDBG-DR grant assistance, either online or by visiting Housing Recovery Program Offices staffed by HTFC's Program Management personnel and located throughout the Program area. Thereafter, a Program Case Manager will review the application, evaluate other potential funding sources, and determine Program eligibility in accordance with applicable federal and state requirements.

Inspection-related project management services for damage assessments, inspections and cost of repair estimates (collectively, the "Inspection Management Services") will be provided by DASNY and its procured subcontractors and/or subrecipients. Pursuant to the process established by HTFC in accordance with Section V(e) of the Agreement, HTFC will authorize DASNY and its procured subcontractors and/or subrecipients to perform work through a system of task orders that delineate the number of inspections to be completed at the HTFC-approved rates, calculated on a time and materials basis.

Inspection Management Services and other project management services provided by DASNY and its procured subcontractors and/or subrecipients shall exclude any and all services and/or work performed pursuant to any direct contract or other agreement between the property owner and any other independent contractor(s), professional architect, engineering and/or surveying consultant(s) or other consultant(s). Without limitation to the foregoing, nothing in this Agreement and Scope of Work is intended to or shall be deemed or construed in any manner, as creating or establishing employer/employee, principal/agent or contractor/subcontractor relationship between any such parties, on the one hand, and DASNY and its subcontractors and/or subrecipients or HTFC, on the other.

In a manner consistent with HUD Docket No. FR-5696-N-01, HTFC: (i) is except to the extent assigned to DASNY, its subcontractors or subrecipients herein, responsible for providing adequate technical assistance to subrecipients or subgrantees to ensure the timely, compliant, and effective use of Program funds , and (ii) may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight, policy development, and financial management, it being understood, however, that certain delegable fiduciary obligations for financial management will be the responsibility of DASNY, its subcontractors and/or subrecipients, as specified in and pursuant to the notification process set forth in Section V(e) of the Agreement.

CDBG-DR Guiding Principles and Grant Program Responsibilities

In order to clarify the duties between the parties, it is noted that HTFC is subject to the following CDBG-DR Guiding Principles :

Guiding Principles for All CDBG-DR Grantees

1. Development of proficient financial controls and procurement processes.
2. Establishment of adequate procedures to prevent the duplication of benefits in the award and processing of CDBG-DR grants.
3. Development of a grant administration plan that ensures the timely expenditure of CDBG-DR Grant Program funds.
4. Maintenance of a comprehensive database and web site or sites regarding CDBG-DR Grant Program disaster recovery activities.
5. Establishment of additional mechanisms and/or procedures designed to detect and prevent waste, fraud, and abuse of CBDG-DR grant funds.
6. Entry of relevant performance data into the HUD Disaster Recovery Grant Reporting (DRGR) system.
7. Ensuring that all authorized activities and associated construction work are:
 - a. eligible for CBDG-DR Grant Program relief;
 - b. meet a national grant objective;
 - c. address a direct or indirect disaster impact in an approved geographic area;
 - d. allocated in a manner that complies with the CBDG-DR Grant Program requirement that a minimum of 50 percent of the grant award be used for

activities that benefit low- or moderate-income (LMI) persons.

8. Establishment of procedures to ensure compliance with applicable environmental review requirements pursuant to 24 CFR Part 58, as applicable, or as otherwise provided in the federal CDBG-DR Grant Program.
9. Provision of required expenditure and outcome data to HUD, and any necessary updates to the State Action Plan as shall be required by the CDBG-DR Grant Program approval.
10. Overall management of the CDBG-DR Grant Program, including but not limited to the direct management of Program Delivery Services (as defined herein) and oversight of Grant Program Support Services (as defined herein) assigned to DASNY.

HTFC Program Delivery Services

In a manner consistent with this Agreement, the CDBG-DR Grant Program and State Action Plan, HTFC shall be responsible for the following services ("Program Delivery Services"):

1. Overall management of the CDBG-DR Grant Program application process, including but not limited to the provision of Housing Assistance Program Centers staffed by HTFC personnel & located throughout the program area, and staffing of all Master Program Management and Case Work (CW) Program Delivery functions.
2. Decision-making on all CDBG-DR grant applications, including without limitation the approved grant dollar amount and description of authorized construction work.
3. Overall coordination of the property owners, including the relationship between the property owner and DASNY as Construction Management Program Director (CMPD) for authorized inspections and cost estimate work, as more particularly defined herein.
4. Administration of all program funding, including but not limited to:
 - a. Managing the CDBG-DR Grant Program and relationship with HUD personnel in a manner consistent with all federal requirements and the State Action Plan;
 - b. Obtaining the Grant Program funds from HUD;
 - c. Making authorized payments to DASNY and its procured subcontractors and/or subrecipients; and
 - d. Subject to the all applicable inspection, review and recommendation procedures, making payments to the contractors, architects and engineers performing construction work directly for homeowners.
5. Approval of all necessary Program Delivery tools.

Provision of an HTFC Project Manager who shall be the single contact person to act as a liaison with DASNY and who shall be empowered to make decisions as required to effectively and efficiently aid in the progression of authorized construction work under the CDBG-DR Grant Program.

Responsibilities of DASNY

In a manner consistent with this Agreement, CDBG-DR Grant Program and New York State Action Plan, DASNY shall perform the following activities on behalf of the HTFC:

Grant Program Support Services

DASNY's role in the overall Program is visually depicted in the chart at **Schedule A-1**, attached hereto and made a part hereof. DASNY shall directly fulfill the role of Construction Management Program Director (CMPD), as indicated on Schedule A-1. In addition, DASNY, either directly or through its procured subcontractors and/or subrecipients, shall provide such Inspection Management Services and other authorized project management services as HTFC shall determine are necessary to ensure compliance with the Program and the Action Plan (the "Grant Program Support Services"). To this end, DASNY, either directly or through its procured subcontractors and/or subrecipients, shall, at a minimum:

1. Develop a program to provide inspection damage assessments and cost estimates, that will assist HTFC in meeting its obligation to ensure the timely expenditure of CDBG-DR Grant Program funds.
2. Coordinate with the Housing Program Management Contractor on the execution of the inspection process to prevent duplication of effort.
3. Designate a geographical service area for each of its employees, authorized subcontractors and/or subrecipients.
4. Provide Inspection Management Services specific to damage assessments, inspection and cost-estimation in accordance with the State Action Plan and applicable HTFC administrative policies and procedures delivered to DASNY in accordance with the Agreement.
5. 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 all inspection and cost estimated financial controls as 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.
6. Adhere to all written policies and procedures provided by HTFC to prevent duplication of benefits in the award and processing of CDBG-DR Grant Program funds.
7. Cooperate with HTFC Program Delivery Services personnel to promote an orderly and professional grant administration process and good relations with Program Delivery Services personnel and property owners.
8. Monitor a percentage, to be determined and required by HTFC, of Inspection Management Services certified as complete to evaluate quality, compliance with the approved plans and specifications, and prevent fraud.

9. Complete only authorized activities, approved by HTFC in writing in accordance with Section V(e) of the Agreement as meeting CDBG-DR Grant Program requirements .
10. 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.
11. Report relevant performance and expenditure data (including reasonable projections thereof) to HTFC in the format specified by HTFC in writing, 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.
12. To facilitate compliance with CDBG-DR Grant Program requirements and ensure the smooth and orderly management and administration of all financial aspects of the Program, DASNY shall directly staff the position of Inspection Financial Specialist (“IFS”).
13. DASNY shall establish a list of procured professional engineers and architects licensed by the State of New York and other experts who will serve on the Pooled Expert Consultant Resources Panel established for the sole purpose of providing subject matter expertise to HTFC, DASNY and its procured subrecipients or subcontractors on an as-needed basis in the review of plans and specifications provided by the property owner and its consultant engineer(s) and/or architect(s), under the Program, and the inspection of structures and construction work funded by the Program and completed by the property owner’s contractor.
14. DASNY shall provide other and further project management 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.

Responsibilities of Inspection Subrecipients or Subcontractors

Pursuant to the requirements of the CDBG-DR Grant Program and New York State Action Plan, DASNY and its procured subcontractors and/or subrecipients shall, to the extent required by HTFC in the written work authorization or other task authorization pursuant to Section V(e) of the Agreement, be responsible for providing the following inspection-related project management services to HTFC:

1. Establish and maintain uniform financial controls, performance management systems and QA/QC measures meeting HTFC, DASNY, CDBG-DR Program Grant and State Action Plan objectives for the management of: (a) authorized activities completed by Local Inspection Managers, Team Leaders and Head Inspectors pursuant Section V(e) of the Agreement; and (b) to the extent applicable, associated Program inspection-related tasks completed by any external contractors, and architect and engineer (A&E) service providers hired directly by the property owner and approved in writing by HTFC pursuant to the HTFC Program Delivery Services process.
2. Adhere to all written policies and procedures provided by HTFC pursuant to the Agreement to prevent duplication of benefits in the award and completion of authorized Program inspection work.

3. Establish and maintain, in cooperation with DASNY, appropriate IT systems that link MCM (Master Construction Manager) and HTFC Program Management systems, including procedures to ensure smooth and timely transition of data if direct system link is not feasible.
4. Establish, in consultation with HTFC and DASNY, and maintain and implement, all standard, uniform, appropriate and/or required processes and procedures for the orderly and transparent administration of inspection-related aspects of the CDBG-DR Grant Program, including the following:
 - a. Timely and efficient assignment and management of (and tracking and reporting on), all authorized activities and associated Program inspection work, at internal, upstream (HTFC and DASNY) and downstream (Local Inspection Manager, Team Leader and Head Inspector) levels.
 - b. Ensuring that only authorized activities and associated Program inspection work, approved by HTFC in writing pursuant to Section V(e) of the Agreement as having met applicable CDBG-DR Grant Program requirements, is undertaken.
 - c. Documenting, responding to and addressing property owner complaints regarding inspection 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.

NOTE: All processes and procedures shall be subject to review and approval 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 training materials for Local Inspection Managers, Team Leaders and Head Inspectors to ensure consistency of actions across the Program.
6. Upon written authorization from HTFC pursuant to Section V(e) of the Agreement, assist HTFC and DASNY in the development of all necessary Program delivery tools.
7. Establish a methodology for estimating and evaluating project costs to be used by the Local Inspection Managers and Project Teams, which takes into account available procurement and bidding processes for consultants, contractors, sub-contractors and materials utilizing the State's buying power to save costs, while complying with applicable state and federal procurement rules.
8. Provide cash flow estimates projecting need for internal, inspection management subcontractors and/or subrecipients and homeowner related expenses.
9. 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 Agreement.

Payment

Payment to DASNY and its procured subcontractors and/or subrecipients for services rendered will be made by HTFC based on actual expenditures and approved work authorizations, together with task authorizations approved pursuant to Section V (e) of the Agreement.

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 cans 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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Schedule B
HTFC/DASNY Sub-Recipient Agreement Budget
10/6/2014 (Amendment #6)

Item	Description	Basis	Budget 10/8/14	Comments:
1	HTFC/DASNY Subrecipient Agreement, Amendments 1, 2, 3, 4 & 5	Generally, services through October 2014		Committed, as modified by Amendment #5
2	Base MCM Services	GOSR 10/8/14		
3	Homeowner Support	GOSR 10/8/14		
4	Document Control	GOSR 10/8/14		
5	Expenses	GOSR 10/8/14		
6		Subtotal (U/Ro):		
7	Embedded Staff	GOSR 10/8/14		
8	Final Site Visits	GOSR 10/8/14		
9	Asbestos & Lead-Based Paint Risk Assessments & Clearances	GOSR 10/8/14		
10	Tier 2's - Balance of D&B funding from Amendment #4	GOSR 10/8/14		
11	DASNY Fee	DASNY Fee Estimate 10/7/2014		
12		Subtotal (DASNY):		
13	Contingency	0%		
14		Amendment #6 SubTotal: Say:		
16	HTFC/DASNY Subrecipient Agreement, Amendments 1, 2, 3, 4, 5 & 6	Total Subrecipient Agreement Value:	\$ 127,200,000	
<p>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" is subject to change, and may be modified by written amendment to the Agreement signed by Grantee and Subrecipient.</p>				
<p>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.</p>				