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

THIS AGREEMENT, is made and entered into on Oct. 25, 2013 between Tetra Tech, Inc. having its principal office at 1000 The American Road, Morris Plains, New Jersey, 07950 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

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

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

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

WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such services.

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

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

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

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than $1,151,930.61 for the Services unless authorized in writing by HTFC.

4. Payment Process and Accounting Procedures.

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

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

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

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

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

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

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

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

9. Specific Reporting and Billing Requirements.

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

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

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

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

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

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

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

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

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

B[redacted]

Name: James Rubin

Title: Director, NY Rising Community Reconstruction program.

HOUSING TRUST FUND CORPORATION

[redacted]

Name: Roger Argus

Title: President

Tetra Tech, Inc.

EXHIBIT A

SCOPE OF SERVICES

PART ONE: OVERVIEW

Tetra Tech, Inc. ("the Contractor") shall be responsible completing, at a minimum, the activities outlined in this Scope of Services.

I. PROJECT DESCRIPTION

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

b. Through the CR planning process, communities will:

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

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

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

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

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

II. ASSIGNED COMMUNITIES

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

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

   i. Village of Margaretville (A)

   ii. Town of Shandaken, Town of Hardenburg (A)

   iii. Village of Washingtonville (A)

III. KEY PLAYERS ROLES AND RESPONSIBILITIES RELATED TO THIS CONTRACT

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

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

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

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

IV. WORK PLAN

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

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

      1. Based on review of existing documents, the Contractor shall prepare a list of local and regional issues to consider when developing the CR Plan.

2. The Contractor shall identify to what extent plan deliverables, if any, are contained in existing local and regional planning documents. The Contractor shall analyze what gaps need to be filled to complete each deliverable and estimate the time commitment needed to complete the work.

    a. All CR Plan components must be included in the plan. Some may be derived from existing plans.

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

iii. Preparation of the work plan.

    1. The Contractor shall prepare a draft work plan for review by the Planner(s). The work plan must include steps needed to complete the plan described in the program guidance document, as modified by the analysis of existing planning documents and the discussion with the Planner and Co-Chairs. It must also address the process for developing deliverables as found in section IV(c), below.

    2. The work plan may be expanded to include tasks that exceed the minimum tasks necessary to complete the CR Plan, based on the needs of the Community and existence of required plan components, and provided such tasks are related to at least one of the six recovery support functions.

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

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

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

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

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

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

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

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

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

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

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

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

V. UNIFORM APPROACH

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

VI. ADDITION OF SUBCONTRACTORS

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

VII. INCLUSION OF VULNERABLE POPULATIONS

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

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

VIII. REPORTS

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

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

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

PART TWO: DELIVERABLES

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

IX. REVIEW OF RISK ASSESSMENT MAPS

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

X. IDENTIFICATION OF THE GEOGRAPHIC SCOPE OF PLAN

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

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

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

XI. PUBLIC ENGAGEMENT STRATEGY

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

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

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

    i. public meeting to define the community vision;

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

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

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

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

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

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

g. Due Dates:

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

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

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

XII. COMMUNITY VISION

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

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

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

XIII. COMMUNITY ASSET INVENTORY

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

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

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

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

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

XIV. RISK ASSESSMENT

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

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

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

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

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

XV. NEEDS AND OPPORTUNITIES ASSESSMENT

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

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

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

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

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

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

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

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

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

XVI. RECONSTRUCTION STRATEGIES, PROJECTS, PROGRAMS AND ACTIONS

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

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

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

    i. how demand for affordable housing will be met;

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

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

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

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

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

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

XVII. COORDINATION WITH REGIONAL PLANNING

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

XVIII. CONCEPTUAL CR PLAN

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

   i. The community vision as approved by the Committee.

   ii. The geographic scope of the plan.

   iii. Key strategies identified by the Committee.

   iv. Potential key projects identified by the Committee.

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

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

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

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

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

XIX. COMPLETED CR PLAN

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

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

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

   i. Overview

      1. Geographic scope of plan

      2. Description of storm damage

      3. Description of critical issues

      4. Community vision

5. Description of its relationship to the regional plan

ii. Assessment of Risk and Needs

1. Description of community assets
2. Assessment of risk to assets
3. Assessment of risk to systems
4. Assessment of needs and opportunities

iii. Reconstruction Strategies, Projects, Programs and Actions

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

iv. Implementation Schedule

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

v. Appendices

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

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

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

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

EXHIBIT B

BUDGET

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

CRZ Plan A

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

CRZ Plan B

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

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

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

Pursuant to New York State's Prompt Payment Law, HTFC's policy is to pay all properly submitted invoices within 30 days of receipt of such invoices by HTFC. Copies of HTFC's Prompt Payment Policy Statement can be obtained by contacting HTFC's Office of Corporate Finance at the address indicated on page one of this Agreement.

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

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

EXHIBIT C

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

APPENDIX 1

STANDARD CLAUSES FOR CONTRACTS WITH THE
NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
HOUSING TRUST FUND CORPORATION
(individually or collectively, "Agency" or "Agencies")

STANDARD CLAUSES FOR AGENCY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State of New York ("State"), whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Agency or Agencies under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Agency or Agencies involved in this Contract and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Agency or Agencies shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Agencies' Senior Vice President and Counsel, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

2. CONFLICTS OF INTEREST. The Contractor shall not accept any engagement in conflict with the Agency's or Agencies' interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies' written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. INDEMNITY. The Contractor shall indemnify and hold the Agency or Agencies and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

6. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of $50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed

any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by the Agency or Agencies upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Agency or Agencies, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a", "b", and "c" above, in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Agency or Agencies is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein. Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm or call the Agencies' Contract Officer at (212) 688-4000.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.

12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this

Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

15. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor's authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

19. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Agency's or Agencies' receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Agency or Agencies, in writing, of each and every change of address to which service of process can be made. Service of process by the Agency or

Agencies to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

21. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor's behalf.

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or Agencies may exercise their termination right by providing written notification to the Contractor.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100 Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue

New York, New York 10017
Telephone: 212-803-2424
Email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the

suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

27. Termination (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

APPENDIX 2

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The HOUSING TRUST FUND CORPORATION ("HTFC") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. Contractor agrees, in addition to any other nondiscrimination provision of this agreement and at no additional cost to HTFC, to fully comply and cooperate with HTFC in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by this Agreement.

II. Contract Goals

A. For purposes of this Agreement, HTFC hereby establishes a goal of, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on this Agreement and achieving the Contract Goals established in section II-A Project Recipient should reference the directory of New York State Certified MBWEs found at the following internet address:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Agreement.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Contractor shall be liable to HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor and its subcontractors shall submit an EEO policy statement to HTFC with its MWBE Utilization Plan in accordance with HTFC's Office of Fair Housing and Equal Opportunity ("OFHEO") procedures. If Contractor or its subcontractors do not have an existing EEO policy statement, a model statement can be found on HTFC's website.

3. Contractor's EEO policy statement shall include the following language:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
d. The contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.

C. Staffing Plan

To ensure compliance with this section Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractor shall complete the Staffing plan form and submit it within 60 days of this Agreement.

D. ADM 136 Monthly Employment Utilization Report ("Monthly Report")

1. Once a contract has been awarded and during the term of the construction, Contractor and its subcontractors are responsible for updating and providing notice to HTFC of any changes to the ADM 136. This information is to be prepared monthly and submitted on a quarterly basis to report the actual workforce utilized on the project by the specified categories listed including ethnic background, gender and Federal occupational categories.

2. Separate forms shall be completed by each subcontractor performing work on the project.

3. In limited instances it may not be possible to separate out the workforce utilized on the project from subcontractor's total workforce. When a separation can be made, subcontractor shall submit the ADM 136 and indicate that the information provided related to the actual workforce utilized on this project. When the workforce to be utilized on the project cannot be separated out from subcontractor's total workforce, subcontractor shall submit the ADM 136 and indicate that the information provided is subcontractor's total workforce during the subject time frame, not limited to work specifically for this project.

E. Contractor and its subcontractor's shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin,

sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an ADM- 095B MWBE Utilization Plan either prior to, or at the time of, the execution of this Agreement.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this project pursuant to the prescribed MWBE goals set forth in section II-A of this Appendix.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. For Waiver Requests Contractor should refer to OFHEO's Good Faith Efforts Guide on the HTFC website

B. If Contractor, after making good faith efforts, is unable to comply with MWBE goals, Contractor may submit a Request for Waiver documenting good faith efforts by Contractor to meet such goals. Requests are to be in writing and directed to Wanda Graham, Director, Office of Fair Housing and Equal Opportunity, NYS Homes and Community Renewal, 641 Lexington Avenue, 5th Floor, New York, New York 10022.

C. If HTFC, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, HTFC may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form PROC -6) to HTFC by the 10th day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of its MWBE goals.

VII. Liquidated Damages - MWBE Participation

A. Where HTFC determines that Contractor is not in compliance with the requirements of this Agreement and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to HTFC liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under this Agreement.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by HTFC, Contractor shall pay such liquidated damages to HTFC within sixty (60) days after they are assessed by HTFC unless prior to the expiration of such sixtieth day, Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of HTFC.

APPENDIX 3

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

Any contract funded with CDBG-DR funds is subject to the following provisions, as applicable:

1. BREACH OF CONTRACT TERMS (Applicable to contracts exceeding $150,000)

   Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties to this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

2. TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000)

   If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner any of its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, HTFC shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, unless otherwise stated in writing by the HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work which in HTFC's reasonable determination has been satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the HTFC for damages sustained by HTFC by virtue of any breach of the contract by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

3. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000)

   The HTFC may terminate this contract at any time by giving at least thirty calendar days' notice in writing to the Contractor. If the contract is terminated by HTFC as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

4. REPORTING REQUIREMENTS

   The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the HTFC.

5. ACCESS TO RECORDS

The Housing Trust Fund Corporation, NYS OSC, the State of New York, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall be permitted, at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records produced or collected in connection with, or otherwise related to, this contract will be maintained in a central location for no less than five (5) years following the date of final payment and close-out of all pending matters related to this contract.

7. COPYRIGHTS AND PATENTS

No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the subject of any application for a copyright by or on behalf of the Contractor. The Housing Trust Fund Corporation, the State of New York and the Federal government reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG-DR funds and (b) any rights of copyright purchased with CDBG-DR support. The Housing Trust Fund Corporation, the State of New York, and the Federal government shall possess all rights to invention or discovery, as well as rights in data, which may arise as a result of or in connection with Contractor's services. All royalty or license fees applicable to the services provided hereunder shall be paid by the Contractor.

8. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding $100,000)

The Contractor and all subcontractors shall comply with all applicable standards, orders and requirements of Section 306 of the Clean Air Act, as amended, 42 USC 1857 (h), the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Parts 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and federal Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities

issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

9. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Equal Employment Opportunity EXECUTIVE ORDER 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR 60) (Applicable to construction contracts and subcontracts exceeding $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order exceeding $10,000 unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. <u>ANTI-KICKBACK RULES</u> (Applicable to all contracts for construction or repair)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as amended 18 U.S.C. 874; and 40 U.S.C. 3145). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate

provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. DAVIS-BACON ACT Prevailing Wage Requirements (40 U.S.C.276a to 276a-7) as supplemented by U.S. Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding $2,000)

All laborers and mechanics employed by contractors or subcontractors, including employees
of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2500 that involve the employment of mechanics or laborers)

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

14. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

16. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Applicable to construction contracts exceeding of $100,000)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

17. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 793)
(Applicable to contracts exceeding $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

18. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

19. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it has not been debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations) and further, that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those same provisions.

21. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the HTFC.

22. LOBBYING (Applicable to contracts exceeding $100,000)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in any subcontract.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, Title 31, of the US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding $10,000)

Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Trust Fund Corporation (HTFC), its agents and employees, from and against any and all claims, actions, suits, charges and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

25. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

The HTFC values affording minority- and women-owned business enterprises (M/WBEs) the opportunity to participate in the performance of this contract. Accordingly, the Contractor asserts that he or she has made and will continue to make good-faith efforts to promote and assist the participation of certified MWBEs that maintain and/or enhance the value of their proposals as subcontractors and suppliers under this contract, in an amount equal to ten percent (10%) MBE and ten percent (10%) WBE of the total dollar value of this contract. These participation goals shall be applicable to the contract as a whole and will be monitored by HTFC.

The Contractor shall complete the Staffing Plan, PROC-1 form, found on the HCR website. Thereafter, this information is to be submitted on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Quarterly Workforce Report, PROC-5 form, found on the HCR website, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly Workforce Reports shall be submitted, in PDF format, to OFHEO1@nyshcr.org by April 10th, July 10th, October 10th, and January 10th.

The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Pursuant to New York State ("NYS") Executive Law Article 15-A, the Contractor recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS certified MWBEs in the performance of contracts entered into by the Contractor. For purposes of this Agreement, the Contractor will fulfill its MWBE participation goals by directly contracting with NYS Certified MWBE firms.

APPENDIX 4

HTFC Travel Reporting Forms and Guidelines (see attached)

Appendix 4:

HTFC Travel Reimbursement Procedures

Traveler's Quick Reference

Travel Unit: (518) 486-5185

General Guidelines

- ✓ All vendors must minimize travel costs by ensuring that vendor employees only incur travel costs that are "reasonable" and necessary" to complete the related contract.
- ✓ All vendors must monitor travel costs by ensuring that all vendor employees use the most "cost effective" and "efficient" method of travel (i.e. public transportation, train, car rental, and air).
- ✓ Vendors or contractors will not be reimbursed for travel costs that are not deemed to be "reasonable" and "necessary" to the completion of the related contract.
- ✓ All vendors must report the official work station for all out-of-state employees who are approved by HTFC to travel for the related contract.
- ✓ Out-of-state vendor employees are considered to be in travel status when they are more than 35 miles from both their home **and** their official work station. Local vendor employees are in travel status when they are more than 35 miles from their official work station. Travel will not be paid for local vendor employees to report to their official work station.
- ✓ Travel expenses will be reimbursed for actual, reasonable and necessary expenses incurred by a vendor employee while in travel status on official state business. Reimbursement will be in accordance with established guidelines.
- ✓ Lunch is not a reimbursable expense.

Approval of Travel

- ✓ All travel must be approved in advance by HTFC.
- ✓ Travel Authorization is required for:
  - Out of state travel
  - Out of state air travel
  - Airfare less than 200 miles
  - Travel expenses $500 or more
  - Over max rate for lodging
  - HTFC specific waivers from OSC and established guidelines

- ✓ Travel costs (i.e. lodging, transportation, taxi, etc.) that exceed the maximum state rates require pre-approval from the HTFC Finance Office plus a written justification signed by an authorized representative of HTFC.
- ✓ Supporting documentation, as outlined in the HTFC travel policy and the NYS Office of Comptroller travel policy, is required for all travel related costs.

  - Receipts are mandatory for hotels, trains, car rentals, air flights, and travel related expenses that exceed $75.
  - Hotel receipts are mandatory for per diem reimbursements for overnight travel.
  - Receipts are mandatory for excess baggage fees.

Meals and Lodging (Employees must be in travel status to be eligible for reimbursement of meal and lodging expenses.)

Day Travel Status

Un-receipted Meal Rates (all locations)

- ✓ Day trip meals are set at a fixed rate and reported as taxable income.
- ✓ Breakfast rate is $5.00. Traveler must depart at least one hour before their normal workday start time to be eligible for a breakfast.
- ✓ Dinner rate is $12.00. Traveler must return at least two hours after the end of their nor-mal workday to be eligible for a dinner.
- ✓ Departure/arrival times must be entered in details of meal expense line on reports.

Overnight Travel Status - The two methods for Overnight Travel Reimbursement include: Method I–Un-receipted Travel and Method II – Receipted Travel. Both methods cannot be used on the same travel request form. A traveler must choose to use either Method I or Method II, but not both.

1. **Method I – Un-receipted**
   - ✓ A set per diem allowance for meals, lodging and incidentals, regardless of where lodging was obtained.
   - ✓ No receipts are required.
   - ✓ **Method I Rates:** New York City, Nassau, Suffolk, Rockland and Westchester Counties: $50.00; Cities of Albany, Binghamton, Buffalo, Rochester, Syracuse and their metro are-as: $40.00; All other locations in NY State: $35.00; Out of State locations: $50.00

2. **Method II - Receipted**
   - ✓ Reimbursement of actual lodging costs up to a specific maximum amount, based on the area of lodging, and an allowance for meals.
   - ✓ Lodging receipts are required, meal receipts are not.
   - ✓ Rates are available at the GSA website: http://www.gsa.gov/portal/category/100120

Transportation Expenses

All travel must be by the most economical method possible. When determining the method of travel, consider the distance, travel time, number of travelers and modes of transportation available.

Airfare

- ✓ All airline tickets should be purchased using the most economical method.
- ✓ Airline tickets should be purchased on a round-trip basis as opposed to two one way tickets.
- ✓ Airline tickets must be coach or economy class.
- ✓ Vendors or contractors will not be reimbursed for multiple air trips during a month.
- ✓ Reasonable baggage transfer and storage charges will be allowed. (An airline receipt must accompany all baggage reimbursement requests.)

Train

- ✓ Train tickets can be purchased at any Amtrak terminal.
- ✓ Ticket stubs are required for reimbursement.
- ✓ Tickets can also be purchased online at www.Amtrak.com

Rental Vehicles

- ✓ Rental Vehicles should be used when public transportation is not available and is limited to economy or standard sized rentals.
- ✓ A copy of the car rental agreement is required for reimbursement.

Personal Owned Vehicles (POV)

- ✓ If opting to use a POV when a common carrier is available, reimbursement will be the lesser of the common carrier rate or Personal Car Mile-age rate (PCM).
- ✓ Trip calculator should be used when PCM is claimed in lieu of renting. If a rental vehicle is less expensive and POV is used, reimbursement will only be at the rental vehicle rate.

Expenses to a Transportation Terminal

- ✓ Reasonable and necessary costs will be reimbursed for taxi or other common carriers between an employee's residence and transportation terminal.

Taxi Fares

- ✓ Reasonable and necessary taxi fees will be reimbursed, customary tipping will be allowed (not to exceed 15%).

Tolls

- ✓ All tolls documented on an expense report will be reimbursed.

Parking

- ✓ All reasonable and necessary parking charges will be reimbursed when an out-of-state vendor employee is in travel status. Parking is not reimbursed for local vendor employees who are reporting to the vendor employee's official work station.

Miscellaneous Expenses

- ✓ **Telephone Charges** - Only telephone charges for official state business may be reimbursed. Business calls should be indicated on your report. Please attach a copy of the telephone bill and circle business related calls with the related cost(s).
- ✓ **Personal Expenses** - Personal expenses, such as laundry, valet service, movie rentals, maids or entertainment are not reimbursable.
- ✓ **Office Supplies** – Office supplies are not reimbursable as travel related expenses.

HTFC Summary Vendor Travel Report

Company Name & Address	Period Covered

Travel Guidelines

Cost Effective: Travelers must seek to minimize travel by using the most cost effective and efficient method of travel. (i.e. public transportation/train/car rental/air) Please note that air travel requires prior approval. Exceptions require written justification and HTFC pre-approval.

Receipts: Receipts are required for hotels, trains, car rentals, air, and all travel related expenses that exceed $75. Ticket stubs are required. Travel will not be reimbursed without receipts.

Per Diem Meal Reimbursement (Receipted vs Unreceipted): Per diem meal reimbursements are based upon time & date of departure and arrival, the traveler's standard work hours, and the documentation submitted with the travel reimbursement request. Unreceipted per diem meals will be reimbursed at the standard rate of $46.

Rates by Project Location

Location	M&IE Per Diem Rate	Lodging Rate	Car Rental (Max)
Nassau	$ 66.00	$ 142.00	Standard
Suffolk	$ 71.00	$112/$127	Standard
Richmond	$ 71.00	$204/$241	Standard
Albany	$ 61.00	$ 104.00	Standard

Employee Name	# of days	Daily Lodging	Daily Lodging Taxes	M&IE Per Diem	# of trips	Air, Bus, Rail	Rental Car	Parking, Taxi, Tolls	Other (Explain in Comments)	Total
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Total		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

HTFC Vendor Travel Expense Report

Company Name & Address	Traveler Name & Address
Purpose for Travel:	**Standard Work Hours: (Required)**

Official Station: (Required)

Destination: (Required)

Period Covered:

Date	Daily Lodging (Hotel receipt is mandatory for lodging & per diem reimb.)	Daily Lodging Taxes	M&IE Per Diem (Hotel receipt is mandatory for per diem reimb.)	Air, Bus, Rail	Rental Car (Car rental agreement is mandatory for car rental reimb.)	Parking, Taxi, Tolls (Receipt required for expenses over $75.)	Other (Explain on separate sheet.)	Total
/1/2013								$ -
/2/2013								$ -
/3/2013								$ -
/4/2013								$ -
/5/2013								$ -
/6/2013								$ -
/7/2013								$ -
/8/2013								$ -
/9/2013								$ -
/10/2013								$ -
/11/2013								$ -
/12/2013								$ -
/13/2013								$ -
/14/2013								$ -
/15/2013								$ -
/16/2013								$ -
/17/2013								$ -
/18/2013								$ -
/19/2013								$ -
/20/2013								$ -
/21/2013								$ -
/22/2013								$ -
/23/2013								$ -
/24/2013								$ -
/25/2013								$ -
/26/2013								$ -
/27/2013								$ -
/28/2013								$ -
/29/2013								$ -
/30/2013								$ -
/31/2013								$ -
								$ -

TRAVELER CERTIFICATION AND APPROVAL

EXCEPTIONS: **(Please list exceptions and attach a copy of the APPROVED written justification. All exceptions must be pre-approved by HTFC.)**

COMMENTS:

CERTIFICATION:

I certify that the information contained in this report is true and accurate. I have attached all required information and documentation.

Traveler Name/Title **Date**

APPROVAL

I certify that I have reviewed this travel information. It is true and accurate and all required documentation is attached.

Supervisor/Title **Date**

Authorized Company Representative/Title **Date**

Primary Destination* (1)	County (2, 3)	2012 Oct	Nov	Dec	2013 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	& Inc. Exp.**
Standard Rate	Applies for all locations without specified rates	77	77	77	77	77	77	77	77	77	77	77	77	46
Albany	Albany	104	104	104	104	104	104	104	104	104	104	104	104	61
Binghamton / Owego	Broome and Tioga	92	92	92	92	92	92	92	92	92	92	92	92	46
Buffalo	Erie	100	100	100	100	100	100	100	100	100	100	100	100	56
Floral Park / Garden City / Great Neck	Nassau	142	142	142	142	142	142	142	142	142	142	142	142	66
Glens Falls	Warren	94	94	94	94	94	94	94	94	94	138	138	94	66
Ithaca / Waterloo / Romulus	Tompkins and Seneca	118	118	118	118	118	118	118	118	118	118	118	118	46
Kingston	Ulster	105	105	105	105	105	105	105	105	105	105	105	105	66
Lake Placid	Essex	108	108	126	126	126	99	99	99	99	151	151	108	61
Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island)	Bronx, Kings, New York, Queens, Richmond	295	295	295	204	204	204	241	241	241	216	216	295	71
Niagara Falls	Niagara	77	77	77	77	77	77	77	77	103	103	103	77	51
Nyack / Palisades	Rockland	105	105	105	105	105	105	105	105	105	105	105	105	61
Poughkeepsie	Dutchess	99	99	99	99	99	99	99	99	99	99	99	99	66
Riverhead / Ronkonkoma / Melville	Suffolk	112	112	112	112	112	112	112	112	127	127	127	112	71
Rochester	Monroe	96	96	96	96	96	96	96	96	96	96	96	96	51
Saratoga Springs / Schenectady	Saratoga and Schenectady	104	104	104	104	104	104	104	104	104	148	148	104	56
Syracuse / Oswego	Onondaga and Oswego	94	94	94	94	94	94	94	94	94	94	94	94	56
Tarrytown / White Plains / New Rochelle	Westchester	136	136	136	136	136	136	136	136	136	136	136	136	71
Troy	Rensselaer	96	96	96	96	96	96	96	96	96	96	96	96	51
Watertown	Jefferson	99	99	99	99	99	99	99	99	99	99	99	99	56
West Point	Orange	108	108	108	108	108	108	108	108	108	108	108	108	51

NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations.

Enterprise Rent-A-Car & National Car Rental Rates
Rentals above Standard require pre-approval

				Long Term Rentals Daily Charge		
Vehicle Type	**Daily**	**Weekly**	**30 days**	**31-90 days**	**91-160 days**	**161+ days**
Sedans						
Compact	30.09	150.43	601.74	20.06	19.06	18.45
Standard / Intermediate	31.71	158.53	634.12	21.14	20.08	19.45
Full Size**	34.41	172.04	688.16	22.94	21.79	21.1
Passenger Vans						
Mini-Van**	49.59	247.94	991.76	33.06	31.4	30.41
12 Passenger Van**	95.13	475.64	1902.56	63.42	60.24	58.34
SUV's						
Sm. SUV (5 Passenger)**	50.6	253	1012	33.73	32.05	31.04
Lg. SUV (7-8 Passenger)**	79.95	399.74	1598.96	53.3	50.63	49.03
Specialty						
Luxury/Premium**	55.66	278.3	1113.2	37.11	35.25	34.13
Jeep**	65.78	328.9	1315.6	43.85	41.66	40.35
Convertible**	65.78	328.9	1315.6	43.85	41.66	40.35
Green Vehicles						
Hybrid**	45.54	227.7	910.8	30.36	28.84	27.93
Alternative Fuel**	45.54	227.7	910.8	30.36	28.84	27.93
Pick-Ups / Cargo						
Small Pick-Up**	45.54	227.7	910.8	30.36	28.84	27.93
Large Pick-Up**	49.59	247.94	991.76	33.06	31.4	30.41
Cargo Van**	39.47	197.34	789.36	26.31	25	24.21

Rates based on 24 hour clock

****Note:**

Use of these vehicles require written justification and pre-approval by HTFC Office of Financial Administration prior to rental.

Applicant: Schenectady County - Dept. of Engineering & Public Works

Project title: Kelly Station Road - Replace Dual Arch Pipe Culverts with Box Culvert

Description of Problem: A stream that travels alongside Schenectady County Highway Number 105, Kelly Station Road, in the town of Princetown crosses the road at an existing dual-corrugated metal arch culvert; that is undersized, catches debris, and on multiple occasions results in the roadside stream to overtop the road, causing repetitive road closures, and costly repairs. Several times annually debris must be removed from these culverts, and even when clear, the culvert has shown itself to be undersized for the watershed. The overtopping that occurs results not only in water on the road, but the need to repave, water rolling back into roadside ditches not designed for subsequent flows on both sides of the road and blowing out other culverts. This is a reoccurring problem. The proposal is to replace the existing dual-corrugated-metal-arch-pipe-culverts with a single, large concrete box-culvert. While our computerized cost-accounting database only goes back to 2006, and that is the number i reflect in my recent damages value below, this has been a re-occurring problem for easily 25 years, with an average expenditure of approximately $40,000.00 annually. We estimate that after each major damaging storm event the road is closed for approximately 3 week average, with an estimated AADT of 800 vehicles and the shortest possible detour about a 6.1 miles, the recommended is slightly longer so-as not to direct people through a neighborhood @ $0.56 per mile, that product is not reflected in the recent damage number reported below, nor is the $350,000 dollars expended to reopen Kelly Station Road in 1987-1988 to recover from a single storm event at that time.

Mitigation Measure: The proposal is to replace the existing dual-corrugated-metal-arch-pipe-culverts with a single, large concrete box-culvert. The proposed mitigation measure will allow for increased capacity to pass stream flow, and greatly lessen the buildup of debris; thus preventing the overtopping of the road, embankment erosion, and flooding.

Thank you for your consideration.

Eligibility: Eligible

OCT 08 2013

New York State
Office of Community Renewal

[redacted]

New York State
Office of Community Renewal

NYS CDBG-DR
ACH/DIRECT DEPOSIT AUTHORIZATION

NOTE: Please type or clearly print all requested information

[redacted]