

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION  
STANDARD FORM OF AMENDMENT OF CONSULTANT CONTRACT**

This is an amendment to the Contract entered into by New York City Economic Development Corporation (NYCEDC), a local development corporation organized pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, having an office at 110 William Street, New York, New York 10038, and the Consultant:

<b>Consultant's Name:</b>	Boston Consulting Group, Inc.			
<b>Address:</b>	430 Park Avenue, New York, NY 10022			
<b>Contract No:</b>	26640019	<b>Contract Date:</b>	07/01/2011	<b>Project No:</b> 5540
<b>Project Name:</b>	NYC Housing Recovery after Hurricane Sandy			
<b>Type of Services:</b>	Consulting			

A copy of the Contract is attached hereto as Exhibit A.

The Contract is hereby amended as follows:

<b>Amendment No:</b>	3	<b>Effective Date:</b>	7/29/2013
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**TYPE OF AMENDMENT**

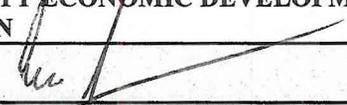
<input checked="" type="checkbox"/> Extension of Term	Extension Date:	
<input checked="" type="checkbox"/> Increase in Maximum Contract Price	Original Maximum Contract Price	\$ 1.00
	Total Prior Increases	\$ 6,106,589.00
	Amount of Current Increase	\$ 5,010,000.00
	Revised Maximum Contract Price	\$ 11,116,590.00

Amended Scope of Services - See attached Appendix B.

Other (as described below) - See attached Appendix C and Appendix D  
Appendix C for the payment schedule that shall amend Exhibit 1.A. to Appendix C of the Contract. This amended Exhibit shall only apply to this Project Assignment. Appendix D adds a liquidated damages provision to the Specific Terms and Conditions.

<b>NYCEDC Executive Committee Approval Date:</b>	June 23, 2011; December 21, 2011
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Capitalized terms used herein shall have the meanings set forth in the Contract, unless otherwise defined herein. Except as provided herein and in the pages attached hereto, if any, all terms and conditions of the Contract remain unchanged and in full force and effect.

<b>Boston Consulting Group, Inc.</b>		<b>NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION</b>	
<b>By:</b>		<b>By:</b>	
<b>Printed Name:</b>	ROLAND KASTOUN	<b>Printed Name:</b>	ERIC GENTLER
<b>Title:</b>	PARTNER AND MANAGING DIRECTOR	<b>Title:</b>	E-VP

**APPENDIX A**  
**The Contract as Previously Amended**  
**Incorporated by Reference**

## APPENDIX B

### Amended Scope of Services

#### Project Assignment

##### A. Summary of Scope

The Mayor's Office of Housing Recovery Operations ("HRO") is focused on providing permanent housing solutions in the aftermath of the late season hurricane event that hit New York in October 2012 known as Superstorm Sandy. The HRO was created by Executive Order of the Mayor's Office with the mission of returning New York City residents to a permanent home within 18 months of the disaster. In order to achieve its mission, HRO has created a program to utilize Community Development Block Grant Disaster Relief ("CDBG-DR") funding from the U.S. Department of Housing and Urban Development ("HUD"). The consultant will provide HRO with the following support:

- Support in the development, coordination, and operation of CDBG-DR funded housing programs, including recommendations and refinement of operational models and procedures, management analysis, general project management, and operations recommendations;
- Support for communications and outreach to NYC communities;
- Support in federal environmental review requirements;
- Refine "unmet" need estimates as defined by HUD in its Disaster Relief Appropriations Act of 2013 (Public Law 113-2, January 29, 2013) based on data from program applicants and damage assessments of properties;
- Analyze client characteristics, compare to the demographics of affected neighborhoods, and support of outreach activities to ensure program participation;
- Support the ongoing activities of the Program Management Office;
- Support HRO's efforts to obtain additional federal funding, which includes, among other things, creating and modifying Action Plans; and
- Review and evaluate program results post-implementation.

##### B. Specific Services

###### **Consultant Tasks**

The Consultant will deliver the following products to support HRO, with efforts beginning immediately upon the award of the project assignment and continuing for approximately 24 months. The Project Manager will assign tasks throughout the term of this project assignment based on the needs described below, using the attached rate schedule. Where tasks involve support and deliverables as needed/required, the Project Manager will assign tasks and may request specific qualifications and experience/expertise corresponding with the levels in the Rate Schedule. The needs of HRO for support are expected to evolve over time, with a general ramping down of support over time and some potential "spikes" requiring targeted support.

###### **Task I – Communications and Outreach Support**

The Consultant shall:

- Provide expert services and support to the City for Program Outreach to Sandy victims and the broader NYC community to ensure compliance with Fair Housing laws.
- Analyze the effectiveness of existing outreach activities by:

- Leveraging the City's registration and other data to identify and respond to gaps in outreach and communications, with a goal of achieving effective, targeted outreach rather than simple mass blanketing;
- Undertaking diagnostics, including targeted interviews and outreach, to understand key drivers impacting any identified gaps;
- Effectively capturing and portraying HRO's high level of customer service for affected residents in all outreach and communications channels;
- Providing appropriate content to inform potential applicants while managing expectations; and
- Developing a comprehensive outreach and communications plan in close consultation with HRO that is targeted and nimble in outreach, with messages customized to customer segments; create a consistent and targeted tone that speaks effectively to identified groups; pivot and adapt the strategy as needed to respond to changing circumstances.
- Develop detailed strategies to reach targeted communities and demographic groups that have challenges which may prevent them from being aware of the Program or applying for the Program.
- Develop and produce a suite of multi-media communication materials to support effective outreach.

### **Task II – Programmatic Environmental Support**

The Consultant shall:

- Provide expert services in support of the completion of the Tier 1 Environmental Review. Services could include but would not be limited to:
  - Response to public comment on the potential impact of the proposed program activities on the environment;
  - Revision to the Tier 1 Environmental Review based on public input and Agency Consultations; and
  - Development and negotiation of Programmatic Agreements with Agencies or stakeholder groups with regard to environmental, cultural, or historic mitigations, etc.
- Provide support to ensure compliance with the Tier 1 and HUD NEPA requirements during the execution of lower tier (Tier 2) analyses.
- Support the coordination and publication of required public notices under the Environmental Compliance Program.

### **Task III – Program Management Operations Support**

The Program Management Office (PMO) oversees the execution of the Housing Recovery Program. PMO provides overall generation administration as well as support to our vendors.

The Consultant shall:

- Provide Subject Matter Experts and staff augmentation for the Program Management Office, as required, to support the implementation and management of the City's Housing Recovery Operations. Support could include but is not limited to the following areas:
  - Project Controls Specialists
  - Cost Controls
  - Document Management
  - Quality Assurance/Quality Control Specialists
  - Financial Analysts
  - CDBG-DR Experts
  - Duplication of Benefits Experts
  - Fair Housing Experts

- Data and Reporting Analysts
- Ensure the Housing Recovery Program is successfully implemented in a timely manner and that vendors are performing to targeted metrics, with ongoing refinement and strengthening
- Support ad-hoc problem-solving design-related hurdles as they arise which could include but would not be limited to:
  - Assist in rapidly assessing current status across program via review of existing data and stakeholder interviews, e.g.,
    - Owners, objectives and timelines of each initiative
    - Current status of deliverables against target timeline
    - Assessment of program delivery functions against established maturity model
    - Resources against each initiative (government, contractors) and gaps
    - Metrics / KPIs of measurement
    - Identification of potential risks and associated management plans
    - Identify immediate areas of need for Staff Augmentation (and resource them)
  - Provide support to update and refine project management measures, including structure, role, meeting schedules and agendas
    - Role and structure of PMO team and support
    - Role and structure of various workstreams and team leads
    - Meeting schedules, attendees, and agendas
  - Assist in updating and refining master calendar of milestones and reporting dashboards from which to manage the overall program
    - Track and synthesize data and metrics from across program and support grant administration activities
    - Create reports with early-warning assessment of milestones at risk
    - Provide data and reporting as required by HUD
  - Support data tracking and management
  - Evaluate options and perform and/or review data analysis for programs defined in the Action Plan

#### **Task IV – CDBG-DR Policy Support**

The Consultant shall:

- Provide expert support in monitoring the effectiveness of the Housing Recovery Program and its CDBG compliance
- Support changes to the Action Plan and ongoing program design
- Support the preparation of required amendments for additional tranches of funds
- Consultant shall monitor the effectiveness and appropriateness of established Program Guidelines, Policies and Procedures, and Process Maps and refine as necessary
- Help to ensure that the City maintains compliance with local codes and inspections
- Refine the process for the flow and release of funds to support effective reporting
- Help restructure the program to address legal, audit, and compliance requirements
- Provide expert review and analysis in support of appropriate revisions or waivers, as necessary, to ensure consistency throughout the program execution

#### **C. Deliverables**

##### **Task I – Communications and Outreach Support**

- 1<sup>st</sup> Deliverable Due Weekly: Analysis of the effectiveness of existing outreach activities based on target demographics in affected areas
- 2<sup>nd</sup> Deliverable Due Monthly for 6 months, then as required: Development of detailed strategies to reach targeted communities and demographics

- 3<sup>rd</sup> Deliverable Due Monthly for 6 months, then as required: Development and production of a suite of multi-media communication materials to support effective outreach

**Task II – Programmatic Environmental Support**

- 1st Deliverable: Support the completion of the Tier 1 Environmental Review, including but not be limited to response to public comment on the potential impact of the proposed program activities on the environment, revision to the Tier 1 Environmental Review based on public input and Agency Consultations
- 2nd Deliverable: Compliance reviews of Tier 1 and 2 Environmental Reviews, including providing support to ensure compliance with the Tier 1 and HUD NEPA requirements during the execution of lower tier (Tier 2) analyses and supporting the coordination and publication of required public notices under the Environmental Compliance Program

**D. Timeline**

The expected duration of this effort is for the duration of the CDBG-DR Housing Program or 24 months.

**APPENDIX C**

**Fee and Cost Schedule**

The Maximum Payment for each portion of the Services shall be the respective amounts set forth in the following table, the total not to exceed \$5,010,000:

<b>Consultant Tasks</b>	<b>Not To Exceed</b>
<p><b>Task 1: Communications and Outreach Support</b></p> <p>1<sup>st</sup> Deliverable Due Weekly: Analysis of the effectiveness of existing outreach activities</p> <p>2<sup>nd</sup> Deliverable Due Monthly for 6 months, then as required: Development of detailed strategies to reach targeted communities and demographics</p> <p>3<sup>rd</sup> Deliverable Due Monthly for 6 months, then as required: Development and production of a suite of multi-media communication materials to support effective outreach</p>	<p><b>\$ 1,000,000</b></p>
<p><b>Task 2: Programmatic Environmental Support</b></p> <p>1st Deliverable: Support the completion of the Tier 1 Environmental Review, including but not be limited to response to public comment on the potential impact of the proposed program activities on the environment, revision to the Tier 1 Environmental Review based on public input and Agency Consultations</p> <p>2nd Deliverable: Compliance reviews of Tier 1 and 2 Environmental Reviews, including providing support to ensure compliance with the Tier 1 and HUD NEPA requirements during the execution of lower tier (Tier 2) analyses and supporting the coordination and publication of required public notices under the Environmental Compliance Program</p>	<p><b>\$ 300,000</b></p>
<p><b>Task 3: Program Management Operations Support</b></p>	<p><b>\$ 2,200,000</b></p>
<p><b>Task 4: CDBG-DR Policy Support</b></p>	<p><b>\$ 1,500,000</b></p>
<p><b>Allowable Additional Costs – Printing, Materials</b></p>	<p><b>\$ 10,000</b></p>
<p><b>Total Fees Not to Exceed</b></p>	<p><b>\$ 5,010,000</b></p>

### Rate Schedule

Category	Firm and Title	Hourly Rate*
Senior Partner	BCG – Sr Partner	\$ 860.01
Partner	BCG – Partner	\$ 776.11
Project Manager – Senior	BCG – Principal	\$ 684.05
Project Manager	BCG – Project Leader	\$ 518.45
Senior Consultant	BCG – Consultant	\$ 395.46
Consultant	BCG – Associate	\$ 245.25
Production	BCG – Production	\$ 68.00
Administrative	BCG – Admin	\$ 68.00
Data and Reporting Analysts	BCG – Consultant	\$ 395.46
Fair Housing Experts	H2Bravo	\$ 220.00
CDBG-DR Experts	LDR/H2Bravo	\$ 220.00
Duplication of Benefits Expert	LDR/H2Bravo	\$ 220.00
Creative Direction	CloudRed – Creative Director	\$ 225.00
Website Design and Info. Architecture	CloudRed – Information Architect	\$ 200.00
Video Direction	CloudRed – Art Director	\$ 200.00
Strategist	CloudRed – Strategist	\$ 200.00
Visual Design Expertise	CloudRed – Visual Designer	\$ 188.00
Project Management & Media Buying	CloudRed – Project Manager	\$ 175.00
Copywriting	CloudRed – Copy writer	\$ 175.00
Social Media Analyst	CloudRed – Social Media Analyst	\$ 125.00
Communication Analysts	CloudRed – Communication Analysts	\$ 100.00
Principal Consultant	CB&I – Principal Consultant	\$ 220.00
Scientist 6	CB&I – Scientist 6	\$ 200.00
Scientist 5	CB&I – Scientist 5	\$ 171.00
Scientist 4	CB&I – Scientist 4	\$ 141.00
Program Advisory - Senior	CH2MHill – Sr Program Advisor 1	\$ 367.36
Program Advisory	CH2MHill – Sr Program Advisor 2	\$ 286.85
Project Controls Specialists	CH2MHill – Project Controls Specialist	\$ 228.99
Project Controls Specialists	CH2MHill – Cost Control 1	\$ 267.78
Project Controls Specialists	CH2MHill – Cost Controls 2	\$ 232.00
Project Controls Specialists	CH2MHill – Cost Controls 3	\$ 215.39
Quality Assurance/Quality Control Specialists	CH2MHill – QA/QC Specialist Senior	\$ 178.50
Quality Assurance/Quality Control Specialists	CH2MHill – QA/QC Specialist	\$ 147.39
Financial Analyst	CH2MHill – Financial Analyst	\$ 103.46
Document Management	CH2MHill – Document Manager 1	\$ 73.89
Document Management	CH2MHill – Document Manager 2	\$ 71.04

\*The Hourly Rate must include staff time and all materials required to perform the services. No multiplier overhead, administrative fee or other mark up will be paid to Consultant for Subcontractors' Costs or Allowable Additional Costs, unless agreed to in advance in writing by NYCEDC.

The Consultant shall submit to the NYCEDC Project Manager, not more than once per calendar month, a Requisition setting forth in detail, for the period for which partial payment is requested:

- (i) Services performed by Consultant's Principal and by its professional and technical staff on the Project Assignment;
- (ii) the number of hours worked by each such Principal and its professional and technical staff in connection with the Services performed on the Project Assignment during the billing period;
- (iii) Allowable Additional Costs incurred during the billing period;
- (iv) Subcontractors' Costs incurred during the billing period;
- (vii) the amount of partial payment requested.

## APPENDIX D

### Terms and Conditions

**Add a new Section 5.8 to Part I, Specific Terms and Conditions, as follows:**

#### **Section 5.8 – Liquidated Damages**

Consultant shall pay to NYCEDC, on behalf of the NYC Housing Recovery Office (“HRO”) as liquidated damages, \$100 for each calendar day that a deliverable required pursuant to Task 1 of the Agreement is late and \$100 for each calendar day that a deliverable required pursuant to Task 2 of the Agreement must be revised or corrected until deemed in compliance with Tier 1 and HUD NEPA requirements subject to a maximum of \$100,000 for Tasks 1 and \$30,000 for Task 2 established in the Consultant Contract between NYCEDC and the Consultant. Said sum, in view of the difficulty of accurately ascertaining the loss which HRO will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that HRO will suffer by reason of such delay.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the NYCEDC and the City's right to indemnification, or the Consultant's obligation to indemnify the NYCEDC and the City pursuant to this Contract, or to any other remedy provided for in this Agreement or by Law.

Liquidated damages may be assessed at the sole discretion of HRO. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the control of the Consultant occasioned by an act of commission or omission of the City, HUD, or any of their representatives.

NYCEDC may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the City per the formula above, the Consultant shall be liable to pay the difference.