

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

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

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

**WITNESSETH:**

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

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

WHEREAS, the parties desire to amend the Budget and certain insurance limits in the Agreement in order to meet the evolving needs of the Program and ensure the accelerated delivery of Inspection Management Services pursuant to the Agreement.

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

1. Section VII.E.A.3. of the Agreement is hereby amended to read as follows:

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

*Commercial General Liability ("CGL") insurance obtained by each of the CMs' subcontractors and/or subrecipients of every tier with policy limits for Bodily Injury, Personal Injury and Property Damage of at least one million dollars (\$1,000,000) per project location/per occurrence with a policy aggregate limit of at least one million dollars (\$1,000,000).*

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

- a. Excavation, Collapse and Underground Hazards (X, C and U), where applicable;*
- b. Independent Contractors;*
- c. Blanket Written Contractual Liability covering all Indemnity Agreements, including all indemnity obligations contained in the General Conditions;*
- d. Products Liability and Completed Operations Aggregate limit of three million dollars (\$3,000,000) per project/per occurrence for a term of no less than three (3) years.*
- e. CGL coverage written on an occurrence form;*
- f. Endorsement naming the Grantee and the Subrecipient as Additional Insureds;*
- g. Each and every policy or policies procured by a subcontractor or consultant must be endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Grantee and/or the Subrecipient. Any other insurance maintained by the Grantee and/or Subrecipient shall be excess of and shall not contribute with the subcontractor's or consultant's insurance, regardless of the "other insurance" clause contained in the Grantee and/or Subrecipient's own policy of insurance.*

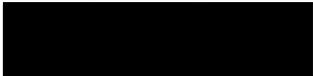
*h. Each subcontractor and consultant shall list any deductible or SIR and provide a copy of the endorsement.*

2. **Schedule B** to the Agreement is hereby amended to contain the revised and updated Budget set forth in Schedule B (Amended 09/25/2013), attached hereto and made a part hereof.
3. This First Amendment is effective as of the 25<sup>th</sup> day of September, 2013. Except as otherwise amended in this First Amendment: (a) all terms defined in the Agreement shall have the meanings therein given; and (b) all of the terms, covenants and conditions in the Agreement are hereby ratified, and shall remain in full force and effect between the parties.

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

**HOUSING TRUST FUND  
CORPORATION**

Date: 10/2/13

By:   
Name: Seth Diamond  
Title: Director of Storm Recovery

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

Date: 10/3/13

By:   
Name: Paul T. Williams, Jr.  
Title: President

Schedule B  
HTFC/DASNY Sub-Recipient Agreement/ Project Management Agreement Budget  
Amended 9/25/2013

Item	Description	Basis	Budget
1	LiRo (includes program development costs, Master CM role, inspection services and technical assistance)	9/19/13 fee projection	\$ 7,500,000
2	URS	9/19/13 fee projection	\$ 5,800,000
3	McKissack (CM #3)	9/19/13 fee proposal	\$ 5,148,590
4	DASNY Fee & Outside Counsel	9/11/2013	\$ 1,000,000
5	Insurance	9/8 e-mail	\$ 460,000
6	Outside Counsel	Included in Line 4	\$ -
7	Other Project Costs		\$ -
8	Project Contingency		\$ 100,000
9	Additional Inspections		\$ -
		Subtotal:	\$ 20,008,590
		None	\$ -
		Not included	\$ -
		Total:	\$ 20,008,590
		Say:	\$ 20,000,000

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

**B. DASNY is authorized to re-allocate funds between Budget line items as it determines necessary so long as the overall Budget does not exceed twenty million dollars (\$20,000,000.00).**