

**THIRD 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 Third Amendment to Subrecipient Agreement ("Third Amendment") hereby amends that certain Community Development Block Grant Disaster Recovery Subrecipient Agreement effective as of June 20th, 2013, as amended (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 (the "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, Grantee and Subrecipient entered into a First Amendment to the Subrecipient Agreement, effective as of September 25, 2013;

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

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

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

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

1. **Schedule A** to the Agreement is hereby amended to include the additional Inspection Management Services and Construction Project Management Services set forth in the Supplemental Scope of Work attached hereto as Schedule A-2 and made part hereof.
2. **Schedule B** to the Agreement is hereby amended to contain the revised and updated Budget set forth in Schedule B (Amended December 1 2013), attached hereto and made a part hereof.
3. This Third Amendment is effective as of the 1st day of December, 2013. Except as otherwise amended in this Third 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 Third 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: 12/30/13

By: 
Name: SETH DIAMOND
Title: Director-Governor's Office of
Storm Recovery

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

Date: 1/6/14

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

SCHEDULE A-2
SUPPLEMENTAL SCOPE OF WORK
CONSTRUCTION-RELATED PROJECT MANAGEMENT SERVICES

Additional Construction-Related Responsibilities of DASNY

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

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

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

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

A. Additional Construction Related Grant Program Support Services

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

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

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

B. Construction Management Services

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

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

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

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

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

2. CMPD Procurement Services - HTFC requests DASNY to procure the following additional consultants to staff and manage construction-related portions of the CDBG-DR Grant Program and inspect Work for compliance with CDBG-DR Grant Program requirements:
 - a. Master Construction Manager (MCM)
 - b. Construction Managers
 - c. Team Leaders
 - d. Environmental Inspectors
 - e. Environmental Tier 2 review consultants

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

C. CM Financial Specialist Services

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

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

D. Grant Program Planning Services

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

1. Development of CDBG-DR Unit Pricing, in book or catalog form, for use by property owners and their contractors, architects and engineers in connection with eligible CDBG-DR Grant Program Work.
2. Development of CDBG-DR Design Guidelines that can be used by property owners and their contractors, architects and engineers for eligible CDBG-DR Grant Program Work.
3. Development of CDBG-DR Construction Guidelines that can be used by property owners and their contractors, architects and engineers for eligible CDBG-DR Grant Program Work.
4. Development of a CDBG-DR Independent Contractor List (NY Rising Storm Recovery Independent Contractor List) that can be used by property owners as a resource in making hiring decisions in connection with the completion of authorized CDBG-DR construction work; provided, however, that the establishment of such list shall not: (a) constitute an endorsement by DASNY, HTFC or any of their respective consultants of any listed contractor and/or warranty of any kind with respect to the work performed by such contractor(s) at the property owner’s request and sole risk; and (b) preclude a property owner from hiring another contractor to perform any authorized work so long as each and every such contractor is diligenced in order to be added to the NY Rising Storm Recovery Independent Contractor List and is listed by HTFC in the official case file as the official person or entity performing the authorized CDBG-DR Grant Program construction work prior to the commencement of any work at the site.
5. Development of a CDBG-DR Professional Engineer & Architect List (NY Rising Storm Recovery Design Professional List) that can be used by property owners as a resource in making hiring decisions in connection with the completion of authorized CDBG-DR construction work; provided, however, that the establishment of such list shall not: (a) constitute an endorsement by DASNY, HTFC or any of their respective consultants of any listed professional and/or warranty of any kind with respect to the work performed by such professional(s) at the property owner’s request and sole risk; and (ii) preclude a property owner from hiring another professional in connection with any authorized work so long as (i) all plans and specifications are provided to HTFC and DASNY for review and comment prior to the commencement of any construction work (including change orders), and (ii) each and every such design professional is diligenced such that the design professional is eligible to be added to the NY Rising Storm

Recovery Independent Contractor List and listed by HTFC in the official case file as the official person or entity performing the authorized CDBG-DR Grant Program design work prior to the commencement of any work at the site.

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

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

Responsibilities of Construction Management Consultants

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

A. Master Construction Manager (MCM)

Construction Management Duties

1. Cooperate with DASNY in establishing and maintaining uniform financial controls, performance management systems and quality assurance and quality control measures

meeting HTFC, DASNY, CDBG-DR Program Grant and State Action Plan objectives with respect to : (a) construction-related tasks completed by Construction Managers, Team Leaders and Inspectors; (b) inspection of authorized Work for compliance with CDBG-DR Grant Program requirements; and (c) to the extent applicable, construction-related portions of the CDBG-DR Grant Program overseen by any external contractors, and architect and engineer (A&E) service providers, hired directly by the property owner.

2. Adhere to all written policies and procedures provided by HTFC to prevent duplication of benefits in the award and completion of authorized CDBG-DR Program Work.
3. Cooperate with DASNY in establishing and maintaining appropriate IT systems that link, to the extent possible, MCM and HTFC Program Management systems, including procedures to ensure effective and timely transition of data if direct system link is not feasible.
4. Establish, in consultation with HTFC and DASNY, and maintain and monitor compliance with, all standard, uniform, appropriate and/or required processes and procedures for the orderly and transparent administration of construction-related aspects of the CDBG-DR Grant Program, including the following:
 - a. Timely and efficient assignment and management of (including tracking of and reporting on same), all authorized CDBG-DR Grant Program construction Work, at internal, upstream (HTFC and DASNY) and downstream (Construction Manager, Team Leader and Head Inspector) levels.
 - b. For purposes of CDBG-DR Grant Program reimbursement, reviewing authorized construction Work in accordance with established policies and procedures.
 - c. Documenting property owner complaints regarding construction quality and workmanship.
 - d. Detection and prevention of waste, fraud, and abuse of CDBG-DR Grant Program funds.
 - e. Such other and further processes and procedures as shall be requested by HTFC or DASNY in writing and agreed to by the consultant.

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

5. Create appropriate protocol for Construction Managers, Team Leaders and Head Inspectors to ensure consistency of actions across the Grant Program.
6. Assist HTFC and DASNY in the development of all necessary Program Delivery tools, including: (a) CDBG-DR Unit Pricing book or catalog; (b) CDBG-DR Design Guidelines; (c) CDBG-DR Construction Guidelines; and (d) such other and further Program Delivery tools as shall be requested by HTFC and/or DASNY in writing.

7. Assist HTFC and DASNY in an effort to create NY Rising Storm Recovery Independent Contractor List, NY Rising Storm Recovery Design Professional List and other third party resources that the property owner can hire or utilize directly, as needed.
8. Assist HTFC and DASNY with the establishment of design professional fee schedules and contractor pricing plans which will form the basis of compensation by HTFC to these entities for services performed on behalf of the homeowners.
9. As requested by Grantee, establish a methodology for estimating and evaluating project costs to be used by the Construction Managers and Project Teams; develop a process for procurement of consultants, contractors, sub-contractors and materials that utilizes the State's buying power to save costs, while complying with applicable state and federal procurement rules to the extent requested by Grantee and permitted by Program policy and procedures.
10. As requested by Grantee, review work certified completed by the independent contractors to evaluate quality, in accordance with HTFC established inspection policies and procedures, for purposes of CDBG-DR Grant Program reimbursement.
11. Provide assistance to design professionals and contractors with procedural issues regarding pre-qualification, contracting and payments.
12. Provide cash flow estimates projecting need for internal and construction management consultant related expenses.
13. Provide programmatic and administrative assistance to homeowners during the procurement, design and construction process, provided that the MCM shall have no authority to act on behalf of a homeowner and shall not be considered an agent of a homeowner for any purpose.
14. As requested, provide environmental inspections for lead based paint and asbestos as well as related testing services.
15. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements.

Staffing Duties

1. Select and contract with the necessary Construction Managers and hire the necessary internal staff required to execute this Scope of Services.
2. Develop outreach programs to attract consultants and contractors to the program.
3. Develop a means to assemble a team of architects, engineers, consultants, and contractors

to undertake the volume of work called for and to carry out the construction process within the timeframe required by the CDBG-DR Grant Program.

4. Develop training procedures that assure uniform and efficient training for all staff and construction management contractors.
5. In cooperation with HTFC and DASNY, provide a conflict of interest and ethics policy for all employees and construction management contractors.
6. Report any observance of fraudulent or illegal behavior by construction management contractors, as well as third-party contractors, A&E firms, applicants or other parties.
7. Develop a MWBE/Section 3 marketing plan that meets federal CDBG-DR Grant Program requirements, and also meets the State MWBE objectives as identified in the Action Plan.
8. Administration and closeout of inspection work and associated documentation for the completion and closeout of the inspection and ECR process, as well as the continuation of inspection work and estimating as needed including:
 - a. Establish and maintain document controls system – archival system that contains PDF and scanned images of project documents such as ECR, AA, inspector notes, rights of entry, etc.
 - b. Maintain labor records of all subconsultants, including but not limited to, certified payroll, time cards, sign in - sign out sheets, non-disclosure forms and related documents.
 - c. Provide detailed analytics and reports linking costs to specific projects as needed to associate costs of the program to “activity” budget.
 - d. Maintain call center to assist caseworkers with homeowner interaction.
 - e. Compile all physical files and maintain file room until transfer to DASNY/HTFC
 - f. Retain electronic records of project files in anticipation of uploading files to IntelliGrants.
9. If requested, create a “homeowner resource” web page to compile and provide information for the homeowner.
10. Develop and maintain status reports and metrics as requested by Grantee.
11. Provide administrative support to homeowners in a resource center that offers information and other services with respect to the Program on an as needed basis.

12. Develop and maintain homeowner guideline / manual to address homeowner questions regarding the Program.
13. Assist Grantee in the development of homeowner outreach programs.
14. To the extent requested, provide one embedded senior staff person to HTFC to assist in various aspects of the Program or as otherwise required, provided however, that in rendering such services to HTFC as described in this subparagraph 14., the MCM shall not have and shall not be deemed to have any decision making responsibility or liability with respect to the CDBG-DR Grant Program.
15. Provide such other and further services as requested by the Grantee and authorized by the Subrecipient as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with the Program requirements and/or objectives.

B. CM Operations Scheduler

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

C. Pooled Expert Consultant Resources Panel

1. Perform technical evaluations when called upon by Head Inspector and submit written reports covering area of expertise in timely manner.

2. Communicate availability for work in CDBG-DR Grant Program to CM Operations Scheduler, such that Head Inspectors can schedule each expert's time appropriately and avoid capacity constraints.
3. Provide such other and further requested services as may be necessary to administer the CDBG-DR Grant Program in a manner consistent with program requirements.

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Schedule B
 HTFC/DASNY Sub-Recipient Agreement/ Project Management Agreement Budget
 12/22/2013
 (effective 11/15/2013)

Item	Description	Basis	Budget
1	Inspection Management Services	LiRo, URS, McKissack	\$ 20,000,000
2	CM Costs (Through 11/30/2013)	DASNY Estimate 11/21/13	\$ 11,500,000
3	CM & Consultant Costs (HTFC 12/19/2013 estimates)	HTFC Estimate 12/19/13	\$ 24,178,383
4	Architects/Engineers (Finalize, Update and Maintain Construction Specs, etc.)	Estimate	\$ 100,000
5	DASNY Fee	Through 02/28/2014 (estimate)	\$ 1,000,000
6	Insurance	\$500K/year * 1 yrs	\$ 500,000
7	Outside Counsel	\$1M/year * 1 yrs	\$ 1,000,000
8	Other Project Costs		\$ 300,000
		Subtotal:	\$ 58,578,383
8	Project Contingency	HTFC Estimate 12/19/13	\$ 2,457,838
9	Funding Allowance for next acceleration effort	Allowance	
		Total:	\$ 61,036,221
		Say:	\$ 61,000,000
<p>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.</p>			
<p>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 sixty-one million dollars (\$61,000,000.00).</p>			