FIRST AMENDMENT
OF
CONTRACT FOR PLANNING, TECHNICAL AND PROFESSIONAL SERVICES

THIS FIRST AMENDMENT to the Contract for Planning, Technical and Professional Services dated October 25, 2013 is made and entered into March __, 2014 (the "First Amendment") between URS Corporation, having an office at One Penn Plaza, Suite 600, New York, New York 10119-0698 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

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

WHEREAS, HTFC and the Contractor entered into a contract for planning, technical and professional services on October 25, 2013, in order to assist NY Rising Community Reconstruction (NYRCR) Planning Committees in producing NYRCR 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 NYRCR plans (the "Contract for Services");

WHEREAS, HTFC and the Contractor desire to amend the Contract for Services by means of this First Amendment in order to ensure compliance with the statutes and regulations governing the Community Development Block Grant Disaster Recovery grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2);

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. The following provisions are included in Appendix 3 as Sections 26 and 27:

26. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Contract for Services are hereby continued in full force and effect as though set forth herein.

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

URS Corporation

By [redacted]
Name: Michael E. Isola
Title: Vice President

HOUSING TRUST FUND CORPORATION

[redacted]
Name: James Rubin
Title: Director, Governor's Office of Storm Recovery