

SECOND AMENDMENT  
TO  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated October 24, 2014, and amended by means of the First Amendment dated February 5, 2015 is made and entered into August 6, 2015 and is effective as of August 6, 2015 (the "Second Amendment") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the County of Nassau, New York ("Subrecipient" or "Nassau County"), a unit of general local government as defined in 24 CFR 570.3. The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on October 24, 2014 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy ("Storms"); and

WHEREAS, Grantee and Subrecipient entered into an amendment to the Agreement to provide additional funding and disaster recovery support, dated February 5, 2015 (the "First Amendment"); and

WHEREAS, Nassau County was defined by HUD to be one of the most impacted counties; and

WHEREAS, GOSR has established the Local Government Support Program ("Program") to assist eligible counties with unmet needs that current and anticipated resources are unable to fully address; and

WHEREAS, Nassau County has been informed of its eligibility to participate in the Program as a HUD-defined most impacted county; and

WHEREAS, Nassau County has identified the demolition and reconstruction of station houses for the Fourth and Eighth Police Precincts as eligible CDBG-DR activities; and

WHEREAS, Nassau County and GOSR have determined that there is an urgent need to rebuild the station houses for the Fourth and Eighth Police Precinct in order to improve long-term community recovery and resiliency; and

WHEREAS, Section I of the Agreement provides that for each project application that is accepted as complete by Grantee, the Agreement will be amended by a Planning Amendment prior to environmental review; and

WHEREAS, the project described in Exhibits A and B to this Second Amendment has undergone full design and environmental review pursuant to 24 CFR Part 58, thereby obviating the need for a Planning Amendment; and

WHEREAS, Section I of the Agreement provides for amendment of the Agreement by means of a Project Amendment to incorporate the complete scope, budget, and schedule of an approved project; and

WHEREAS, the Parties desire to enter into this Second Amendment to assist Subrecipient with the costs associated with the project described herein and detailed at Exhibits A and B to this Second Amendment; and

WHEREAS, Subrecipient has demonstrated an immediate need for up to \$27,565,135.46 of CDBG-DR funds in order to implement the projects described herein and detailed at Exhibits A and B to this Second Amendment; and

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:

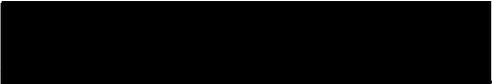
1. The amount of the Grant Funds under Paragraph IV of the Agreement, set at \$101,000,000 pursuant to the terms of the First Amendment, is hereby increased by \$27,565,135.46 by means of this Second Amendment for a new total not to exceed amount of \$128,565,135.46.
2. Exhibit A1 to this Second Amendment is hereby appended to Exhibit A of the Agreement.
3. Exhibit B1 to this Second Amendment is hereby appended to Exhibit B of the Agreement.
4. Except as specifically modified herein, all terms and conditions in the Agreement, as modified by the First Amendment, will remain the same, continue in full force and effect, and apply to this Second Amendment.

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

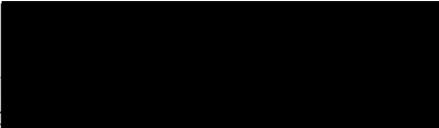
**County of Nassau**

**Housing Trust Fund Corporation**

By

  
Name: Edward P. Mangano  
Title: County Executive

By  
Na

  
Title: General Counsel, Governor's Office  
of Storm Recovery, *Interim*

**EXHIBIT A1**  
**Second Amendment Subrecipient Program Descriptions**

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Project 1. Nassau County Police Department (NCPD) Fourth Precinct Station House Demolition and Construction. The project description is as follows:

The existing 4th Precinct site is approximately 1.04 acres in size. The project consists of constructing a new 4<sup>th</sup> Precinct station house on the site of the existing 4th Precinct, demolishing the existing station house upon completion of the new station house and the re-constructing of the site's parking lot. The existing station house has outlived its useful life, does not meet current policing operations and space requirements and is not suitable for upgrade or expansion. The new station house will be a 25,000 square foot (sf) structure consisting of two stories of 10,000 sf each designed to meet current and future police operations plus approximately 5,000 sf for mechanical equipment, telecommunications room and police record storage. The first floor elevation of the new station house will be at El. 19.0 feet above mean sea level. The structure of the new station house will be entirely of precast concrete supported by a poured in place reinforced concrete spread footing foundation. The precast concrete structure will consist of precast columns and girders, precast concrete floor plank and brick faced insulated precast concrete exterior wall panels. The roof penthouse will be supported by steel framing, clad with insulated metal wall panels.

The project will be sequenced for occupancy of the completed new 4th Precinct station house and Site work as follows:

1. Provide construction fence to secure site and separate existing precinct station house from construction activities.
2. Demolish existing garage and miscellaneous structures as required. Remove existing underground gas storage tanks and existing gas pump.
3. Relocate existing generator to temporary location and provide connection to existing police building.
4. Construct new 4th Precinct station house.
5. Coordinate with construction of new antenna (by others) and connection of antenna to new building.
6. After police move into new 4<sup>th</sup> Precinct station house, demolish existing station house. Provide site security and protection of public as required.
7. Complete site work.
8. Remove construction fence and any temporary construction.

Project 2. Nassau County Police Department (NCPD) Eighth Precinct Station House Demolition and Construction. The project description is as follows:

The existing 8<sup>th</sup> Precinct site is approximately 2.20 acres in size. The proposed project consists of demolishing the existing station house and garage, constructing a new station house and garage, and re-constructing the site's parking lot at 286 Wantagh Avenue in Bethpage, NY. The new station house and garage are designed to 1) address deficiencies, i.e., being undersized, not meeting current police security standards with regard to building surveillance, prisoner removal and IT capabilities 2) expand the police detective operations and public services offered by the 8th Precinct and 3) allow the station house to remain open and fully functional during and following severe storm events.

The new station house will be a 30,600 square foot (sf) structure consisting of three stories of 8,600 sf each designed to meet current and future police operations plus a fourth floor of approximately 4,800 sf for mechanical equipment, telecommunications room, and police record storage. The first floor elevation of the new station house will be at El. 94.25 feet above mean sea level. The structure of the new station house will be entirely of precast concrete supported by a poured in place reinforced concrete spread footing foundation. The precast concrete structure will consist of precast columns and girders, precast concrete floor plank and brick faced insulated precast concrete exterior wall panels. The fourth floor will be enclosed with steel framing, clad with insulated metal wall panels.

The new garage will be a pre-engineered steel frame structure with a foot print of approximately 11,000 sf plus a mezzanine of approximately 4,000 sf.

The project will be sequenced for occupancy of the completed new 8th Precinct Station House, garage and site work as follows:

1. Post a Command Center at the western end of the 8th Precinct Station House site at 286 Wantagh Ave, Bethpage, NY to continue to provide community services without interruption during construction
2. Provide construction fence to secure site.
3. Protect new radio antenna and temporary radio room trailer provided by the County replacing the existing radio antenna. Maintain utility connections to the new radio antenna and temporary radio room trailer.
4. Demolish existing garage and miscellaneous structures as required. Remove existing underground gas storage tanks and gas pump.
5. Demolish existing precinct station house including foundations after County vacates the building and relocates existing radio equipment to the temporary radio room trailer.

6. Backfill and level area of site at demolished precinct building for construction of new garage.
7. Construct new 8th Precinct station house, garage and site work.
8. Remove construction fence and any temporary construction.

**EXHIBIT B1  
Second Amendment Budgets**

VJ ASSOCIATES  
PROGRESS ESTIMATE  
NASSAU COUNTY POLICE  
FOURTH PRECINCT  
1699 BROADWAY, HEWLETT, NY 11557

7/21/2015

SUMMARY

DESCRIPTION		TOTAL AMOUNT
1	DEMOLITION	709,686
2	SITWORK	1,555,131
3	CONCRETE	2,523,818
4	MASONRY	76,148
5	METALS	291,134
6	WOOD AND PLASTICS	76,496
7	THERMAL AND MOISTURE PROTECTION	489,181
8	DOORS AND WINDOWS	379,868
9	FINISHES	1,159,307
10	SPECIALTIES / EQUIPMENT	161,105
11	ELEVATORS	137,501
	<b>SUB TOTAL</b>	<b>7,559,375</b>
	GENERAL CONDITIONS	10.0% 755,937
	<b>SUB TOTAL</b>	<b>8,315,312</b>
	OVERHEAD AND PROFIT	10.0% 831,531
	<b>SUB TOTAL</b>	<b>9,146,844</b>
	CONTINGENCY	0.0%
	<b>TOTAL GC CONSTRUCTION COSTS</b>	<b>\$9,146,844</b>
12A	FIRE PROTECTION including OH&P	129,711
12B	PLUMBING including OH&P	283,622

	SUB TOTAL		\$413,333
	GENERAL CONDITIONS	5.0%	20,667
	<b>TOTAL PLUMBING CONSTRUCTION COSTS</b>		<b>\$434,000</b>
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12C	MECHANICAL including OH&P		1,183,810
	SUB TOTAL		\$1,183,810
	GENERAL CONDITIONS	5.0%	59,190
	<b>TOTAL MECHANICAL CONSTRUCTION COSTS</b>		<b>\$1,243,000</b>
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13	ELECTRICAL including OH&P		1,120,149
	SUB TOTAL		\$1,120,149
	GENERAL CONDITIONS	5.0%	56,007
	<b>TOTAL ELECTRICAL CONSTRUCTION COSTS</b>		<b>\$1,176,156</b>
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	<b>TOTAL ALL CONSTRUCTION COSTS</b>		<b>\$12,000,000</b>
	GROSS ENCLOSED AREA		24,400
	COST /SQUARE FOOT		\$493

VJ ASSOCIATES  
 NASSAU COUNTY POLICE  
 EIGHTH PRECINCT  
 HICKSVILLE ROAD, BETHPAGE, NY 11714

PROGRESS ESTIMATE  
 7/21/2015

	DESCRIPTION		TOTAL AMOUNT
1	DEMOLITION		700,000
2	SITWORK		1,800,000
2	ABATEMENT		250,000
3	CONCRETE		2,925,000
4	MASONRY		90,000
5	METALS		310,000
6	WOOD AND PLASTICS		85,000
7	THERMAL AND MOISTURE PROTECTION		500,000
8	DOORS AND WINDOWS		400,000
9	FINISHES		1,250,000
10	SPECIALTIES / EQUIPMENT		200,000
11	ELEVATORS		180,000
	<b>SUB TOTAL</b>		<b>\$8,690,000</b>
	GENERAL CONDITIONS	10.0%	869,000
	<b>SUB TOTAL</b>		<b>\$9,559,000</b>
	OVERHEAD AND PROFIT	10.0%	956,000
	<b>SUB TOTAL</b>		<b>\$10,515,000</b>
	CONTINGENCY	0.0%	0
<b>TOTAL GC CONSTRUCTION COSTS</b>			<b>\$10,515,000</b>
12A	FIRE PROTECTION including OH&P		400,000
12B	PLUMBING including OH&P		675,000
	<b>SUB TOTAL</b>		<b>\$1,075,000</b>
	GENERAL CONDITIONS	5.0%	53,750
<b>TOTAL PLUMBING CONSTRUCTION COSTS</b>			<b>\$1,128,750</b>
12C	MECHANICAL including OH&P		2,350,000
	<b>SUB TOTAL</b>		<b>\$2,350,000</b>
	GENERAL CONDITIONS	5.0%	117,500
<b>TOTAL MECHANICAL CONSTRUCTION COSTS</b>			<b>\$2,467,500</b>
13	ELECTRIC including OH&P		2,275,000

SUB TOTAL		\$2,275,000
GENERAL CONDITIONS	5.0%	113,750
<b>TOTAL ELECTRICAL CONSTRUCTION COSTS</b>		<b>\$2,388,750</b>
<b>TOTAL WITHOUT GARAGE</b>		<b>\$16,500,000</b>
<b>GARAGE - ORDER OF MAGNITUDE</b>		<b>3,500,000</b>
<b>TOTAL ALL CONSTRUCTION COSTS</b>		<b>\$20,000,000</b>
CDBG-DR Funds		\$15,565,135
County Funds		\$4,434,865
Total		\$20,000,000