

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES
AND
DEPARTMENT OF DESIGN AND CONSTRUCTION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made on May 2016 between the City of New York Department of Homeless Services ("DHS" or the "Agency"), located at 33 Beaver Street, New York, New York 10004, and the City of New York Department of Design and Construction ("DDC"), located at 30-30 Thomson Avenue, Long Island City, New York 11101 (collectively, the "Parties").

WHEREAS, DDC has entered into a requirements contract (the "Agreement"), for the provision of for design services on various projects;

WHEREAS, DHS is in need of design services in order to complete the installation of closed circuit television security system ("CCTV") at 30th Street Men's Shelter and Intake Center (the "Project"); and

WHEREAS, DDC has the capacity to assist DHS with its work on the Project through the existing DDC Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the Parties do hereby agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this MOU shall be from May 2, 2016 through June 30, 2016 (the "Term").

ARTICLE 2. SCOPE OF SERVICES

- A. The Funding provided by DHS pursuant to this MOU shall be used by DDC for the purposes described in this Article 2, which services are within the scope of DDC's Agreement.
- B. As directed, the DDC design consultant shall provide all design services as per this Article 2 and Exhibit A.
- C. Required services are further described in the technical proposal submitted by the DDC design consultant dated March 18th and revised April 21st, 2016, copies of which are attached hereto and made part hereof as Exhibit A.

ARTICLE 3. PAYMENT

A. DHS agrees to pay, and DDC agrees to accept, an amount not-to-exceed \$174,747.00 for the services described in Article 2 above.

B. Invoices from the DDC design consultant will be forwarded by DDC to DHS for review and approval for payment. Payment will be made by DDC when the approved invoices have been returned to DDC by DHS. Invoices shall be accompanied by appropriate supporting documentation, or any other information deemed necessary by DHS and DDC. DHS will return the invoices within seven (7) days.

ARTICLE 4. NOTICE

A. All notices required by this MOU shall be delivered by hand or trackable overnight delivery service to the following addresses and addressees:

Michael Jabbour
Chief Information Technology Officer and Assistant Commissioner
Office of Information Technology Services
New York City Department of Homeless Services
33 Beaver Street, 13th Floor
New York, New York 10004, and

General Counsel
New York City Department of Homeless Services
33 Beaver Street, 17th Floor
New York, New York 10004

B. All notices and correspondence to DDC shall be delivered to the following addresses and addressees:

New York City Department of Design and Construction
30-30 Thomson Avenue,
Long Island City, New York 11101
Christine Flaherty, Associate Commissioner, Public Buildings

ARTICLE 5. COMPLIANCE WITH LAW

The services rendered under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 6. AMENDMENT

This MOU may be amended by the parties in writing.

ARTICLE 7. ENTIRE AGREEMENT

This written MOU contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

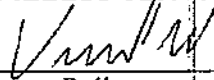
ARTICLE 8. AUDIT BY COMPTROLLER

This MOU is subject to post audit by the Comptroller.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates appearing below their respective signatures.

THE CITY OF NEW YORK DEPARTMENT
OF HOMELESS SERVICES

BY 
Vincent Pullo

TITLE: Agency Chief Contracting Officer

DATE: ~~May~~ (7), 2016 _____
June

THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

BY: _____

TITLE: _____

DATE: May (), 2016

STATE OF NEW YORK)
:SS
COUNTY OF NEW YORK)

On this 2nd day of June, 2016, before me personally came Vincent Pullo,
to me known and known to me to be Commissioners of the **DEPARTMENT OF HOMELESS
SERVICES of the CITY OF NEW YORK**, the person described in and who is duly authorized
to execute the foregoing instrument, and he acknowledged to me that he executed that same for
the purpose therein mentioned.

Sharon James-Leonce
NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2018

STATE OF _____)
 :SS:
COUNTY OF _____)

On this _____ day of _____ 2016, before me personally came

_____,
to me known, who, being by me duly sworn, did depose and
say that he resides at _____,
that he is the _____
of the _____,

the corporation described in and which executed the above
instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

NOTARY PUBLIC

STATE OF _____)
 :SS:
COUNTY OF _____)

On this _____ day of _____ 2016, before me personally came

_____,
to me known, who, being by me duly sworn, did depose and
say that he resides at _____,
that he is the _____
of the _____,

the corporation described in and which executed the above
instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

NOTARY PUBLIC

EXHIBIT A



512 Seventh Avenue
13th Floor
New York, NY 10018
Main: 212 532 9600
www.wspgroup.com/usa

March 18, 2016
Revised April 21, 2016

Contract Number: 20141401006
Proposal Number: B16.0000004.10

Mr. Paul S. Keene, RA
Deputy Director-Design
Buildings Division I Human Services
New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

Subject: Proposal to Provide Engineering Services for Bellevue Men's Shelter
CCTV Design Services
Project FMS ID: HH112BLTV

Dear Paul:

WSP is pleased to submit this proposal to provide engineering services associated with the Bellevue Men's Shelter at 400 East 30th Street, Manhattan.

This information is provided as attachments to this letter as follows:

- * Attachment I - Scope of Work and Assumptions
- * Attachment II - Fee Calculations

WSP appreciates the opportunity to provide these services and for the consideration that you have given us. We will continue to support your needs. Should you have any questions, or if further information is required, please do not hesitate to contact me.

Very truly yours,
WSP

Joseph DelPozzo, PE, LC, LEED AP BD+C
Senior Vice President

Encl.
Attachments I and II
cc: NY Mktg. Group

-WSP



Attachment II

Proposal to Provide Engineering Services for the Bellevue Men's Shelter at 400 West 30th Street, Manhattan.

PROJECT WORK

A. PROJECT OBJECTIVES

1. The purpose of this project is to install new CCTV system at the facility. There are two (2) objectives for WSP.
 - a. Peer Review – Perform mechanical, electrical, IT and security peer review of DHS's consultant prepared CCTV design drawings and specifications. Architectural peer review is not included in this proposal. A staffing plan has been prepared and included in this proposal for this objective.
 - b. Design Services – The 2nd objective is to prepare design documents and specifications for electrical and mechanical systems to support the new IT/Security equipment being designed by DHS. This design service objective does not include the actual IT/Security, Architectural or cost consultant design services. A separate staffing plan has been prepared and included in this proposal for this objective.

DESIGN SCOPE OF WORK

The scope of work for design scope (2nd objective) project will include the following:

A. ARCHITECTURAL

None included in this proposal.

B. PLUMBING/FIRE PROTECTION:

No scope is anticipated for this project.

C. MECHANICAL:

The mechanical scope will be to provide a design for new air conditioning where new CCTV head-end equipment will be located.

D. ELECTRICAL

The electrical scope will be to provide a design for new electrical circuits for the new CCTV equipment.

E. SECURITY/IT

None included in this proposal.



Attachment II

Proposal to Provide Engineering Services for the Bellevue Men's Shelter at 400 West 30th Street, Manhattan.

F. GENERAL – Design Objective only

1. It is anticipated that Public Design Commission review will not be required, unless changes to the appearance of the building are proposed as part of the work. This is not included in our staffing plans.
2. The design specifications will be in the latest CSI MasterFormat 2004 Edition (50 Division).
3. The following documents will be provided by DDC to the Design Team:
 - a. Existing AutoCAD drawings of the building, for use in the current project.

G. SUBMISSIONS

1. Submissions to DDC A&E are not included in the proposal.

ASSUMPTIONS

WSP's understanding of the scope of work is based on the following assumptions:

A. Assumptions regarding Base Building systems and premises are as follows:

<u>HVAC</u>	As listed herein.
<u>Electrical</u>	As listed herein.
<u>Plumbing</u>	No plumbing work is anticipated.
<u>Fire Protection</u>	No sprinkler work is anticipated.
<u>Architectural</u>	No architectural work is anticipated.
<u>Structural</u>	No structural work is anticipated.
<u>Documents</u>	Any available design drawings, "as-built" or shop drawings, <u>representing</u> the general configuration and capacity of core and shell systems are available to WSP.
<u>CADD Files</u>	Architectural AutoCAD files will be made available to WSP for this project.



Attachment II

Proposal to Provide Engineering Services for the Bellevue Men's Shelter at 400 West 30th Street, Manhattan.

FEE CALCULATIONS

A. Fee Calculation

The scope of services listed in Attachment I can be provided for the following fees

- Peer Review: \$50,237 (Fifty Thousand Two Hundred Thirty Seven Dollars), per the staffing plan below to be performed on a time card basis.

Bellevue Men's Shelter CCTV Peer Review- Staffing Plan							
Firm	Title	Staff	Discipline	Hourly Rate	Estimated Hours	Total Cost	
WSP	Senior Vice President	Joseph DelPozzo	Electrical	\$ 169.65	20	\$	3,393
WSP	Project Engineer/HVAC PM	Sam Ciulla	Mechanical	\$ 169.65	40	\$	6,786
WSP	Project Engineer/ELEC PM	Eugene Berman	Electrical	\$ 169.65	40	\$	6,786
WSP	Project Engineer/P/FP PM	Ethan Gould	Plumbing/Fire Protection	\$ 169.65	24	\$	4,072
WSP	Project Engineer/Security PM	Ernie Schermer	IT/Security Specialist	\$ 200.00	80	\$	16,000
WSP	Project Engineer	Zack Tyman	IT/Security Specialist	\$ 165.00	80	\$	13,200
			Structural	\$ 187.09	0	\$	-
			Architect	\$ 166.30	0	\$	-
			Cost Estimator	\$ 140.32	0	\$	-
			Acoustics	\$ 181.89	0	\$	-
			Vertical Transportation	\$ 155.91	0	\$	-
			Totals:		284	\$	50,237



Attachment II

Proposal to Provide Engineering Services for the Bellevue Men's Shelter at 400 West 30th Street, Manhattan.

2. Design Services: \$124,510 (One Hundred Twenty Four Thousand Five Hundred Ten Dollars), per the staffing plan below which is to be performed on a time card basis. This also includes allowances for reimbursable services per below.

Bellevue Men's Shelter CCTV M&E Design Services - Staffing Plan							
Firm	Title	Staff	Discipline	Hourly Rate	Estimated Hours	Total Cost	
WSP	Senior Vice President	Joseph DelPozzo	Electrical	\$ 169.65	40	\$ 6,786	
WSP	Project Engineer/HVAC PM	Sam Ciulla	Mechanical	\$ 169.65	120	\$ 20,358	
WSP	Project Engineer/HVAC	Cody Carlson	Mechanical	\$ 127.23	160	\$ 20,357	
WSP	Project Engineer/ELEC PM	Eugene Berman	Electrical	\$ 169.65	80	\$ 13,572	
WSP	Project Engineer/ELEC	Ive Alex	Electrical	\$ 127.23	160	\$ 20,357	
WSP	Sr. Eng. Draftsperson	Varies	Electrical & Mechanical	\$ 75.40	200	\$ 15,080	
			IT/Security Specialist	\$ 200.00	0	\$ -	
			IT/Security Specialist	\$ 165.00	0	\$ -	
			Structural	\$ 187.09	0	\$ -	
			Architect	\$ 166.30	0	\$ -	
			Cost Estimator	\$ 140.32	0	\$ -	
			Acoustics	\$ 181.89	0	\$ -	
			Vertical Transportation	\$ 155.91	0	\$ -	
			Totals:		760	\$ 96,510	

DESIGN SERVICES COST ALLOWANCES

The project's scope requires allowances for specialty consultant services and reimbursable services as described below. We estimate the following increase in allowances for these services:

	Amount
Reimbursable Allowance:	
Filing Fees	\$20,000
Printing	\$8,000
TOTAL FOR ALLOWANCES	\$28,000