

TOWN OF EAST HAMPTON
East Hampton, New York

PROFESSIONAL SERVICES CONTRACT
2021

CONTRACT, made this 23rd day of ~~January~~ ^{February}, 2021, between the TOWN OF EAST HAMPTON, with its principal offices at 159 Pantigo Road, East Hampton New York 11937 ("TOWN"), and H2M Architects, ~~and Engineers, Land Surveying and Landscape Architecture, D.P.C. d/b/a H2M architects + engineers, 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 ("Consultant").~~

WHEREAS, the Town solicited proposals by RFP #EH2020-101 for professional engineering services to develop a Map and Plan for a Wastewater Collection System for Downtown Montauk, Town of East Hampton, New York; and

WHEREAS, CONSULTANT's Proposal was deemed to best proposal meeting the requirements of the TOWN and being in proper form, and

WHEREAS, by Resolution #2020-1111 dated November 19, 2020, the Town Board accepted the proposal of ~~Consultant H2M Architects and Engineers~~, pursuant to Request for Proposals (RFP) #EH2020-101

NOW, THEREFORE, it is agreed as follows:

1. SCOPE OF WORK. TOWN retains CONSULTANT pursuant to Town Board Resolution No. 2020-1111 and CONSULTANT agrees to timely perform the services at the direction of the Town and in accordance with the terms and conditions of this Agreement, to provide professional engineering services to develop a Map and Plan for a Wastewater Collection System for Downtown Montauk, Town of East Hampton, New York, as set forth in RFP EH2020-101 and the CONSULTANT's Proposal in response, A copy of the RFP and CONSULTANT's response shall be deemed annexed hereto and made a part hereof as if fully set forth herein.

2. PAYMENT. TOWN shall pay CONSULTANT for their Services as specified in the CONSULTANT's proposal, in the amount of \$129,500.00 from Budget Account HA8790-52006-17055.

3. Requests for payment shall be invoiced and submitted monthly and shall show the percentage of project completion. The TOWN will use its best efforts to pay CONSULTANT within thirty (30) days after its receipt of each such invoice and request and reserves the right to require further documentation or information, if necessary, to process payments.

4. TERM OF CONTRACT. This Contract shall be effective upon execution and shall remain effective until the Scope of Work is completed.. Notwithstanding the foregoing, this Contract may be terminated at any time and for any reason by the TOWN, in which event its sole obligation shall be to pay CONSULTANT for all Services it renders prior to receipt of said notice.

The Consultant must be prepared to commence work on this project upon signing this Agreement unless the Town shall authorize a delay.

5. INDEMNIFICATION. CONSULTANT shall ~~release, indemnify, defend~~ and hold harmless the TOWN, its officers, and employees, and representatives from and against any and all ~~demands, liabilities, losses, damages, and expenses (including attorney's fees) and judgments~~ for any third-party bodily personal injuries, death, or property damage, to the extent such are caused by CONSULTANT's negligence in rendering in any way relating to or arising from this Contract and the services to be performed under this contract. This clause cancels and supersedes the "INDEMNIFICATION..." clause on Page 11 of 28 of the RFP.

5.A. ADDITIONAL INSURED COVERAGE. The TOWN requires and CONSULTANT agrees that the Town will be covered as Additional Insured by CONSULTANT's General Liability and Automobile Liability insurance policies. The Certificate of Insurance shall include the statement "The Town of East Hampton is covered as Additional Insured by the General Liability and Automobile Liability policies." This clause modifies the "CERTIFICATE OF INSURANCE" clause on Page 10 of 28 of the RFP.

6. PURCHASE ORDER. The CONSULTANT shall obtain a numbered East Hampton Town Purchase Order from the Town Official responsible for Administration of the Project.

7. APPLICABLE LAW. To the extent applicable, CONSULTANT shall comply with all laws, orders, rules and regulations of federal, state, and local governments, including Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. This Contract shall be constructed pursuant to the laws of the State of New York and any action brought hereunder shall be in Suffolk County, or in the Federal District Court having jurisdiction over said County.

8. REPORTS, PERFORMANCE, STANDARDS, OWNERSHIP.

(a) CONSULTANT shall report and on a schedule determined by, the TOWN official responsible for overseeing the Services. CONSULTANT shall maintain all books and records/receipts relating to its performance hereunder in accordance with generally acceptable accounting standards and shall make such books and records available for inspection at all times by the TOWN or its designated representatives.

(b) CONSULTANT shall be responsible for performing the Services, including the preparation of all drawings, specifications/plans and reports, in accordance with ~~normally-accepted the standard of professional care applicable by law standards~~ and the requirements of this Contract and, if requested, shall keep confidential any information disclosed to it by the TOWN and otherwise not publicly available.

To the extent that the work under this Contract requires access to proprietary or confidential business or financial data of the Town or other companies, and as such data remains proprietary or confidential, CONSULTANT shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or in any other manner other than to Provide Services to the Town pursuant to this Contract.

(c) TOWN shall have exclusive property rights in and or royalty-free irrevocable license to publish, translate, or reproduce, for its own use, reports, or works of similar nature, if any, that are developed under this Contract.

9. WARRANTIES. CONSULTANT warrants that it is an independent contractor and is not an employee or agent of the TOWN and has not retained any third party to secure this CONTRACT, nor agreed to pay any fee, commission, or other consideration, contingent upon its award of this Contract. This clause cancels and supersedes the "INDEPENDENT CONTRACTOR" clause on Page 8 of 28 of the RFP.

10. NOTICES. All notices given or required hereunder shall be in writing and either delivered personally or by certified mail to the recipient's address first noted above, and in the case of notice to the TOWN, addressed to the attention of the Town Attorney's Office, Town of East Hampton, 159 Pantigo Road, East Hampton, N.Y. 11937.

11. MISCELLANEOUS. This Contract is not assignable, shall not be pledged or used as security by the CONSULTANT, embodies the entire agreement between the parties and shall not be changed or modified, except in writing, signed by both parties. If any provision hereof shall be deemed unenforceable, the remainder of this CONTRACT shall continue in effect.

12. COUNTERPARTS. This Agreement may be executed in counterpart copies, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Original signatures to this Agreement transmitted by electronic mail shall have the same binding effect as original signatures on an original document. No party may use the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement.

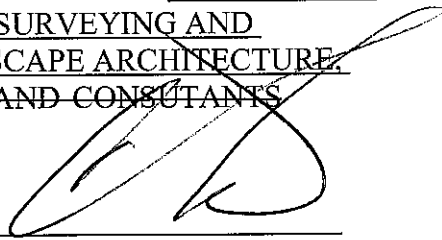
IN WITNESS WHEREOF:

TOWN OF EAST HAMPTON

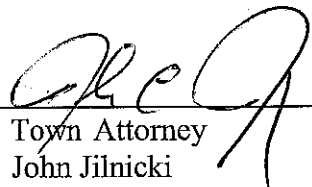
H2M ARCHITECTS, ENGINEERS,
LAND SURVEYING AND
LANDSCAPE ARCHITECTURE,
D.P.C. AND CONSULTANTS

BY: 

Peter Van Scoyoc
Kathie Burke-Gonzalez
Supervisor Deputy Supervisor

BY: 

Print Name: Christopher A. Weiss
Sr. Vice President

Approved: 
Town Attorney
John Jilnicki

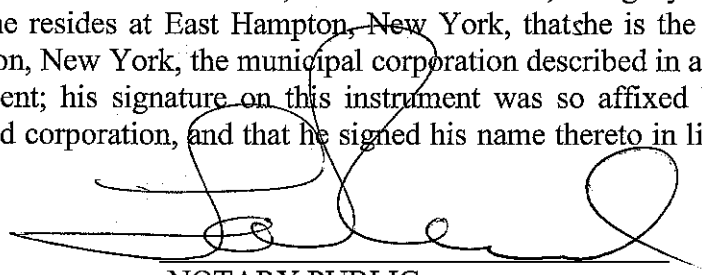
STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

Kathee Burke-Gonzalez ^{LV}

On the ^{LV} *23rd* day of February, 2021, ~~PETER VAN SCOYOC~~, to me known who, being by me ^{LV} Deputy duly sworn, did depose and say that he resides at East Hampton, New York, that she is the of Supervisor of the Town of East Hampton, New York, the municipal corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.



NOTARY PUBLIC

STATE OF NEW YORK)

) ss:

COUNTY OF SUFFOLK)

LISA A. VALCICH
NOTARY PUBLIC, State of New York
No. 01VA6170370
Qualified in Suffolk County
Commission Expires July 9, 2023

On the 16 day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher A. Weiss
Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

CHRISTINE E. WOODSON
Notary Public - State of New York
No. 01W06100496
Qualified in Queens County
Commission Expires Oct. 20, 20 *23*

Christine Woodson
NOTARY PUBLIC