

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the City of Long Beach, between (i) City of Long Beach, a municipal corporation having its principal office at One West Chester Street, Long Beach, New York 11561 (the "City") acting on behalf of the City Department of Public Works, having its principal office at same (the "Department") and (ii) Cameron Engineering & Associates, LLP an engineering firm having its principal office at 177 Crossways Park Drive, Woodbury, NY 11797 (Firm or the "Contractor").

WITNESSETH:

WHEREAS, the City desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the City (the "Commencement Date"), May 17, 2018 and terminate on December 2018 (the "Expiration Date") unless sooner completed, terminated or extended in accordance with its terms

2. Services.

(a) The services to be provided by Contractor under this Agreement, for engineering services for Construction Administration and Inspection Services for the Establishment of an Office of Emergency Management and shall consist of those specific work divisions and deliverables related to this project as more particularly described in the City of Long Beach Request for Proposal and proposal submitted by Firm January 2018, attached hereto and hereby made Exhibit "A".

(b) If Contractor is authorized, in writing, by the City Manager, to provide extra services, and the requirements for such extra services are not due to the fault or negligence of Contractor, the contractor shall be compensated for the additional costs of the extra services in accordance with the terms and conditions contained herein.

3.

(a) Amount of Consideration. The amount to be paid to Firm as full consideration for Firm services under this Agreement is \$144,094.89 (one hundred forty four thousand ninety four dollars and eighty nine cents) and shall be payable as set forth in the "Payment Schedule" annexed hereto as Exhibit "B".

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the City.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the City.

(iii) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the City harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the City harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the City under this Agreement.

4. Independent Contractor. Firm is an independent contractor of the City. Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

Contractor is not in arrears to the City upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the City, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

6. Compliance with Law.

(a) Generally. Contractor shall comply with any and all applicable Federal, State and local Laws and regulations. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Contractor acknowledges that Contractor's Information in the City's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the City shall make reasonable efforts to notify Contractor of such request prior to disclosure of the Information so that Contractor may take such action as it deems appropriate.

(c) Protection of Client Information. Contractor acknowledges and agrees that all information that Contractor acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the City, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the City (and then only to the extent of the consent), or (iii) upon legal compulsion.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which Contractor operates. Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

- (a) To the fullest extent permitted by law, the Consultant shall indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duty to indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant shall have no obligation to indemnify where such liabilities are caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

10. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the City upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the City immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the City and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

11. Accounting Procedures; Records. Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually

("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the City. No action or special proceeding shall lie or be prosecuted or maintained against the City upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the City Manager for adjustment and the City shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Firm shall send or deliver copies of the documents presented to the City Manager under this Section to each of (i) the Department and the (ii) the Corporation Counsel (at the address specified above for the City) on the same day that documents are sent or delivered to the City Manager. The complaint or necessary moving papers of Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the City.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the City.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court of the State of New York, County of Nassau and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. All Legal Provisions Deemed Included; Severability; Supremacy; Construction

In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

16. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

17. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

18. Executory Clause. Notwithstanding any other provision of this Agreement,

(a) The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been executed by the City Manager (as defined in this Agreement).

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, Contractor and the City have executed this Agreement as of the date first above written.

By: Joseph B. Amato
Name: Joseph B. Amato, P.E.
Title: Senior Partner
Date: 5/22/18

CITY OF LONG BEACH

By: Michael Targem
Name: MICHAEL TARGEM
Title: A/City Manager
Date: 7/23/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
Woodbury) ss.:
CITY OF LONG BEACH)

On this 22 day of May in the year 2018 before me personally came Joseph B. Ariato to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.

Lenore Ann Orlando
NOTARY PUBLIC

LENORE ANN ORLANDO
Notary Public, State of New York
Qualified In Nassau County
Reg. # 01OR6232008
My Commission Expires Dec. 06, 2018

STATE OF NEW YORK)
) ss.:
CITY OF LONG BEACH)

On the 23 day of July in the year 2018 before me personally came Michael Tangredi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a City Manager of the City of Long Beach, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the City Charter City of Long Beach.

Gina T. Guma
NOTARY PUBLIC

GINA T. GUMA
Notary Public, State of New York
No. 01CU4650362
Qualified in Nassau County
Commission Expires January 31, 2022

EXHIBIT A
Detailed Scope of Services
Construction Administration and Inspection Services for the Construction of
an Office of Emergency Management

Attached Hereto:

- City of Long Beach Request for Proposal dated November 2017
- Contractor Proposal submitted January 2018
- M/WBE Utilization Plan including subcontractors/suppliers information
- Exhibit A: Supplementary Conditions for Contracts
- Exhibit B: Environmental Guidance

Penalties for Non-Performance

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the City and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the City, payment will be withheld according to the payment schedule included in Exhibit B - PAYMENT SCHEDULE.

EXHIBIT B

Payment Schedule

The amount to be paid to the Contractor as full consideration for services under this Agreement, **including** any extra services that may be so authorized, shall be payable as set forth below. Notwithstanding the foregoing, the maximum amount to be paid to Contractor for services under this Agreement shall not exceed \$144,094.89 (one hundred forty four thousand ninety four dollars and eighty nine cents)

Timing of Claims for Payment. Contractor shall submit claims no later than three (3) months following the City's receipt of the services that are the subject of the claim and no more frequently than once a month. Payment will be withheld if the design tasks are not achieved by the Consultant by the agreed upon schedule deadlines.

Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the City did not desire to receive such services.