

# PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date"), by and between the Town of Jaffrey, New Hampshire (hereinafter referred to as "TOWN") and PAUL WAINWRIGHT (hereinafter referred to as the CONSULTANT)

WITNESSETH THAT:

WHEREAS, the TOWN desires to engage the CONSULTANT to render certain professional services as are described in Attachment A, attached hereto; and,

WHEREAS, the CONSULTANT is qualified, and has agreed, to perform such services; and,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## **EMPLOYMENT OF THE CONSULTANT; SERVICES TO BE RENDERED**

The TOWN agrees to engage the CONSULTANT and the CONSULTANT agrees to perform that work and those services identified and more particularly described in Attachment A, and made a part hereof. The said services together with all meetings required hereunder being hereinafter known as the "Services." The TOWN agrees to compensate the CONSULTANT for said services as described in Attachment A.

## **COMMENCEMENT DATE; COMPLETION DATE**

Commencement Date and Completion Date: Performance of the Services may begin on SEPTEMBER 30, 2014, (hereinafter referred to as the "Commencement Date"), and except as otherwise specifically provided for herein, all Services shall be completed in their entirety on or before SEPTEMBER 30, 2015 (hereinafter referred to as the "Completion Date").

NOTE: Irrespective of the Commencement Date above, this agreement will not become effective until such time as the State of New Hampshire approves the grant to the Town of Jaffrey. This approval is expected in early November 2014.

Performance of Services by CONSULTANT Prior to Commencement Date: Notwithstanding the provisions above, any Services performed by the CONSULTANT prior to the Commencement Date shall be performed at the sole risk of the CONSULTANT and in the event that this Agreement shall not become effective the TOWN shall be under no obligation to pay the CONSULTANT for any costs incurred in connection with the Services, or to otherwise pay for any Services performed during such period; however, if this Agreement becomes effective, all costs incurred in connection with the Services performed prior to the Effective Date shall be paid in accordance with the terms and conditions of this Agreement.

## **PERSONNEL**

Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all professionally qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of the TOWN.

Qualifications of Personnel: All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State Law to perform such services.

Subcontracts: None of the work or Services covered by this Agreement shall be further subcontracted without the prior written approval of the TOWN. Any proposed work or services subcontracted hereunder

shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## **TERMINATION FOR CONVENIENCE OF TOWN**

The TOWN shall have the right at any time, for any reason whatever, to interrupt or terminate any part of or all of the work or Services required of the CONSULTANT under this Agreement with a ten (10) day written notice of such interruption or termination transmitted to the CONSULTANT by the TOWN. Interruption of any part of or all of the required work or Services in excess of six months shall be considered a termination. In the event of termination of any part of or all of this Agreement, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to a pro-rated compensation for all work performed to the satisfaction of the TOWN, and pursuant to this Agreement. In order that the CONSULTANT shall receive payment under termination notice of any part of the work, all plans, drawings, survey results, tracings, field notes, estimated, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be transmitted to the TOWN in a form acceptable to both parties.

## **TERMINATION FOR CAUSE**

Events of Default: Any one or more of the following acts or omissions by the CONSULTANT shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- failure to perform or complete any of the Services as scheduled or as required by this Agreement;
- failure, upon a request by the TOWN to reimburse the TOWN for payments used by the CONSULTANT for expenses other than for the provision of the Services; or,
- failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement.

Termination: Upon the occurrence of any Event of Default, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all program records and all finished or unfinished documents, data, studies, surveys, drawings, maps and reports prepared by the CONSULTANT shall, at the option of the TOWN, become the TOWN'S property and the CONSULTANT shall be entitled to receive compensation for any work satisfactorily completed hereunder.

## **DATA**

Data: As used in this Agreement the term "data" shall mean all results, documents, technical information and materials, developed and obtained from, or in connection with, the performance of the Services.

Proscription Against Copyright: No data, information or other material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country.

## **AMENDMENTS**

The TOWN may request changes in the Services to be performed hereunder by the CONSULTANT. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

## **ASSIGNABILITY**

The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TOWN.

## **COMPLIANCE WITH LOCAL LAWS AND REGULATIONS**

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and the CONSULTANT shall save the TOWN harmless with respect to any damages arising from any tort done in performing any of the work specified by this Agreement.

## **WAIVER OF BREACH**

No waiver by the TOWN of its right to enforce any provisions hereof after any Event of Default on the part of this CONSULTANT shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the CONSULTANT.

## **NOTICE**

Any notice by a party hereto, to the other party, shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses as follows:

- |     |  |     |   |
|-----|--|-----|---|
| (a) | If to the TOWN:  | (b) | If to the CONSULTANT:   |
|     | David Caron<br>Town Manager<br>10 Goodnow St.<br>Jaffrey, NH 03452<br>(603) 532-7880 |     | Paul Wainwright<br>134 Maple Avenue<br>Atkinson, NH 03811<br>(603) 362-6589 |

## **CONSTRUCTION OF AGREEMENT AND TERMS**

This Agreement is to be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

NOTE: This agreement will not become effective until such time as the State of New Hampshire approves the grant to the Town of Jaffrey. This approval is expected in early November 2014.

IN WITNESS WHEREOF, the TOWN and the CONSULTANT have executed this Agreement as of the Effective Date:

For the CONSULTANT:

For the TOWN:

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*Paul Wainwright*

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*David Caron*

Witness:

Witness:

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# Attachment A

## (Relevant section of RFQ)

### SCOPE OF WORK:

#### C. Large format Photography

The Town of Jaffrey seeks to hire a Photographer (contractor) to provide:

- 1) Up to 10 large format 4" x 5" black-and-white field-shot photographs of the Jaffrey Meetinghouse, a contributing resource in the National Register listed Jaffrey Center Historic District (contact prints with negatives to become property of New Hampshire Division of Historical Resources);
- 2) a photo list describing the views; and
- 3) a photo key on a sketch map.

This series of photographs shall include:

- General or environmental view(s) to illustrate setting, including landscaping, adjacent building(s), and roadways.
- Front facade, with and without a scale stick.
- Perspective view, front and one side.
- Perspective view, rear and opposing side.
- Detail, front entrance and/or typical doorway.
- Typical window.
- Exterior details, such as chimney, clerestory, oriel, date stone, gingerbread ornamentation, or boot scrape, indicative of era of construction or of historic and architectural interest.
- Interior views to capture spatial relationships, structural evidence, a typical room, and any decorative elements; these include hallways, stairways, attic and basement framing, fireplaces and mantels, moldings, interior shutters, kitchen (especially if original), and mechanicals.
- If they exist, at least one view of any dependency structures, such as privies, milk or ice houses, carriage houses, sheds, detached garages, or barns. These structures need to be identified in the Index to Photographs.

*Source (and for additional information):*

[http://www.nps.gov/history/hdp/standards/PhotoGuidelines\\_Nov2011.pdf](http://www.nps.gov/history/hdp/standards/PhotoGuidelines_Nov2011.pdf)

The Photographer shall provide the Town of Jaffrey with one set of contact prints and the accompanying photo list and photo key. In addition one original package including the negatives and three copies of the contact prints, photo list and photo key shall be submitted by the Architectural Historian to the New Hampshire Division of Historical Resources.

Historic photographs and modern digital photographs of the Meetinghouse will be provided to the Photographer by the Project Director.

The Photographer will be paid up to \$1,500 for his/her services.

**SCHEDULE:** The project period is from September 30, 2014 to September 30, 2015. Drafts of all products produced under this grant should be provided to the Town of Jaffrey for review by the Town and by the New Hampshire Division of Historical Resources by **June 30, 2015**. Final drafts are due on or before **August 31, 2015**. The consultant(s) shall submit short quarterly progress reports to the Project Director by the end of December 2014 and the end of March and of June 2015.

**WORK PRODUCTS:** Accompanying the narrative report, the New Hampshire Historic Property Documentation package will include large format black-and-white photos (not to exceed ten, 4" x 5" contact prints), a photo list describing the views and photo key on a sketch map, as well as historic maps and images and measured drawings as described above.

**(Proposal as submitted by Paul Wainwright)**

## **Statement of Proposed Work and Work Products**

**Paul Wainwright, Photographer**

I propose to schedule a field session at a time that is mutually agreeable to the Project Manager, and, if desired, the selected Architect and Architectural Historian. While not necessary, I would welcome the input and direction from these other individuals if they are available.

For the field work, I recommend we select a day after the leaves are off the trees, either later this fall, or early in the spring after the snow is off the ground. Thus, it will be easier to photograph your building without the obstruction of foliage. The lack of snow is important since I may want to use the roof platform on my car for some of the photographs, and it may be necessary to park it in odd places. It would be good to have bright sun, since architectural details are better rendered, and lack of much wind would be an important factor to the quality of the work. My schedule is usually flexible enough to plan around the weather and other people's schedules.

My equipment meets all of the requirements as set forth in the HABS/HAER/HALS Photography Guidelines, dated November 2011. My lenses range from 65 mm (wide angle) to 400 mm (moderately telephoto), and my camera is equipped with an optional bag bellows to allow sufficient camera movements to produce images that are perspective-corrected in the field at the time of capture. I use the Zone System, first used by Ansel Adams, as a way to calculate both film exposure and negative development, to produce full-scale negatives in any lighting condition.

I propose to use Kodak TMAX-100 4 x 5 sheet film, which is a fine-grain black & white film on a polyester base, as required by the above-referenced Guidelines. This film will be processed in a Jobo film processor, which produces exceptional uniformity and batch-to-batch consistency of development. It should be noted that a Jobo processor is NOT the type

of "automated film processors" referred to as unacceptable in the Guidelines, but rather it is a manually operated machine to facilitate even film development in a very temperature-controlled environment. To insure archival permanence, the negatives will be treated with both a hypo clearing agent AND selenium toner, and will be thoroughly washed, as described in the Guidelines.

I propose to produce the several sets of contact prints on Ilford Multigrade fiber-based photographic paper, several samples of which are included with this proposal. This paper conforms to the above-referenced Guidelines. Each contact print will be made individually, allowing for slight adjustments in contrast to best illustrate the architectural details of each image. The contact prints will be double fixed, treated with hypo clearing agent, then selenium toned, treated again in hypo clearing agent, and then archivally washed. This exceeds the Guidelines for archival permanence.

Labeling and packaging will conform to the requirements as stated in the RFQ and the Guidelines.

**Proposed Budget**  
**Paul Wainwright, Photographer**

Professional Times (20 hours @ \$60/hour)	\$1,200
Other expenses, such as film and other materials, Travel, postage, etc.	\$300
<b>Total:</b>	<b>\$1,500</b>

This is a firm price quote for the work as described in the RFQ, and I agree to absorb any additional time or expenses that may occur.

Terms: Payment upon delivery of all work products, and your complete satisfaction with the work. I do not require any deposit up front.

The above price quote is for the work as described in the RFQ, namely 10 images (as described in the RFQ or otherwise directed by the Project Manager), one negative for each image, and (if I counted correctly) 4 complete sets of contact prints. One set of prints goes to the Town of Jaffrey, and the negatives and three sets of contact prints go to the Architectural Historian, for eventual delivery to the New Hampshire Division of Historical Resources. Also included are two sets of the Photo List and Photo Key, one set to the Town and one set to the Architectural Historian.

Should the Town of Jaffrey request additions to this proposal, I can offer the following price schedule:

Additional contact prints: \$10 each  
Additional images (beyond 10): \$75 each, includes one negative and 4 contact prints  
An additional set of negatives identical to the original set: \$25 each

Please note that additional images (beyond 10), or additional negatives of existing images, must be

requested prior to or during the initial field visit.

An unlimited copyright license will be conveyed promptly upon payment.