

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 MAE H. WILLIAMS (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:

David Caron
Town Manager
10 Goodnow St.
Jaffrey, NH 03452
(603) 532-7880

(b) If to the CONSULTANT:

Mae H. Williams
P. O. Box 941
Meredith, NH 03253
(603) 707-0502

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:

Mae H. Williams

David Caron

Witness:

Witness:

Attachment A

(Relevant section of RFQ)

SCOPE OF WORK:

A. Historical Narrative

The Town of Jaffrey seeks to hire an Architectural Historian (contractor) qualified under 36 CFR 61 (http://www.nps.gov/history/local-law/arch_stnds_9.htm) to prepare New Hampshire Historic Property Documentation for the Jaffrey Meetinghouse, a contributing resource in the National Register listed Jaffrey Center Historic District. New Hampshire Historic Property Documentation will be prepared to include a narrative report that will discuss the property, its character-defining features, and its historical context in relationship to religion, government, and community in the Town of Jaffrey.

The contractor will be expected to meet in Concord with the Project Director and with staff of the New Hampshire Division of Historical Resources at a mutually convenient time prior to the contractor commencing work. The contractor will also be expected to make one public presentation to the public in the Meetinghouse in Jaffrey sometime near the end of the project period at a mutually convenient time.

Local sources of historical information on the Meetinghouse (e.g. drawings, plans, writings, minutes, reports, historic photographs, etc.) will be provided to the Architectural Historian by the Project Director.

The Architectural Historian shall combine all three products—historical narrative, photographs and measured drawings—into a single submission to the New Hampshire Division of Historical Resources irrespective of whether there are three separate contractors or a single contractor with sub-contractors. The Architectural Historian shall provide the Town of Jaffrey with one set of the materials produced and a computer file of the materials in pdf format. In addition three sets and a computer file of the materials in pdf format shall be submitted to the New Hampshire Division of Historical Resources. One archival folder must be submitted with the materials.

The Architectural Historian will be paid up to \$4,500 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.

(Proposal as submitted by Mae H. Williams)

I would be able to keep to the project schedule as outlined in the Request for Qualifications. I shall submit quarterly progress reports by the end of December 2014, March 2015, and June 2015. A draft of the document will be submitted to the Town of Jaffrey and to the New Hampshire Division of Historical Resources by June 30, 2015 with a final draft completed no later than August 31, 2015. The project will not exceed \$4,500.