TOWN OF SCITUATE
Facilities Department

Kevin M. Kelly
Director

600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066
(781) 545-7001

Fax (781-544-3279)

INDEPENDENT CONTRACTOR AGREEMENT

Contract Number: 14-FAC-46
Purpose: Design Services for Police Dispatch Upgrade
(Appropriation Code: 001.410.0520.5309)

This Agreement is entered into by the Town of Scituate, Massachusetts (the Town) and Bradford Prescott Architects of Plympton, Ma. an independent contractor (the Contractor).

The Contractor agrees to provide design services, including architectural schematic planning and construction document sketches, for the improvements of the Dispatch and Lobby Area of the Police Station at 600 Chief Justice Cushing Highway as specified in the attached June 2, 2014 quotation, which is made part of this Agreement. (Contract value not to exceed $7,500.00)

The Town agrees that payment for the goods or services shall be made 100% net forty-five days from invoice date following shipment of goods and upon the Contractor's submission of an invoice listing the goods provided.

All work is to be performed in a good and workman-like manner. All material is to be of Contractor's standard quality

It is understood that this Agreement including identified attachments constitutes the entire understanding between the parties and no department head, supervisor, or agent of the Town has any authority to modify, alter or amend this Agreement. This Agreement may only be modified by a written agreement signed by the Contractor and the Town Administrator or Board of Selectmen.

The Agreement may be terminated by either party by written notice to the other party; provided, however, if this Agreement requires the Contractor to complete a specified contract at an agreed upon price, Contractor may not terminate without the Town's consent. Upon such termination, the Town shall be without obligation to make further payment pursuant to this Agreement except for such period as the Contractor shall have performed satisfactory work. In the event of breach of this Agreement by the Contractor which is caused solely by the Contractor and which the Contractor fails to remedy upon receiving written notice from the Town, the Town shall be entitled to recover all direct damages, plus reasonable attorney's fees and expenses

The parties agree that the Contractor is an independent contractor. The Contractor shall bear all financial responsibility to his agents and/or employees, maintain all applicable records required by Federal, Massachusetts and local laws and regulations, assume full responsibility for payment of all adequate unemployment insurance, workers' compensation insurance, Federal taxes based upon Contractor's income and social security contributions.

Contractor shall indemnify and hold the Town harmless against third party claims for any breach of the terms of this Agreement or any injury, or property damage to the extent caused by the negligence or willful misconduct of Contractor or Contractor's employees while performing under this contract.

Accepted by the Town of Scituate

Accepted by Contractor/Supplier:

BRADFORD PRESCOTT, PRINCIPAL
Printed Name and Title

Board of Selectmen or Town Administrator

Bradford Prescott Architects, LLC

9 Dukes Brook Road ▪ Plympton, MA ▪ 02367 | (781) 936-8327 T | (339) 499-8853 F
bprescott@bp-arch.com | www.bp-arch.com

June 2, 2014

Mr. Kevin Kelly
Director
Scituate Facilities Department
Town of Scituate
600 Chief Justice Cushing Hwy
Scituate, MA 02066
RE: Police Department Dispatch Alterations Architectural Consulting Agreement

Dear Mr. Kelly,

Bradford Prescott Architects. LLC (the "Architect") is pleased to provide The Town of Scituate (the "Client") this agreement for architectural services of the above project. These services are based upon our 5/14/14 meeting the Scituate Police Department. Services include existing conditions survey through construction documents sketches. If the Client chooses to proceed, an additional proposal for construction administration/ observation can be submitted once the full project scope is selected.

Project Overview:
The project program includes architectural schematic planning and construction document sketches for the alteration of the dispatch and lobby area to accommodate the new dispatch equipment and transaction counter. The partitions and glass up to 6 ft above the floor will be bullet proof material as specified by the police department. The police department will provide product information on the bullet proof liners, glass and transaction windows that they require in the construction. The police department will indicate which, if any of these items will be direct purchased by the owner for contractor installation.

Schematic Phase:
Services provide at schematic phase shall include:

1. Site measurements and survey of existing conditions
2. Building code review for scope
3. Proposed plan and elevation layout sketches (11x17, one copy)
4. Two on-site meetings

Construction Document Phase:
Services provide at design development phase shall include:

1. Revised plan per Client comment (11x17, one copy)
2. Reflected ceiling plan (11x17, one copy)
3. Details
4. Architectural specifications (letter size or notes on sketches, one copy)

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Additional Services (not included in NTE fee scope) are:

a. Additional copies of documents
b. Revisions or meetings beyond quantity listed above
c. Engineering Services
d. Drawing certification or permitting
e. Shop drawing review
f. Construction phase site visits and reports

The estimated fee for services: $6,500*

*Services fees could be higher or lower depending on the project demands. This is only an estimate and not a guaranteed "not to exceed" amount.

Hourly Billing Rates

Architectural Principal	$140
Architectural Designer III	$76
Administrative Support	$60

Reinbursable Services *

- Additional consultants as requested by the client
- Mileage billed at 56 cents per mile
- Reproductions

*Note: Reimbursable expenses will be billed at cost plus 10%

Terms and Conditions

This quote is effective if signed within 30 days. The attached Terms and Conditions (Exhibit A) are hereby incorporated by reference.

Terms and Conditions

1. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Bradford Prescott Architects, LLC (ARCHITECT) are instruments of ARCHITECT's services. The Architect retains the copyright of the instruments of service and grants the Client a nonexclusive license to use the Instruments of Service for the purpose of the project planning only. Any future use of the Documents, after the conclusion of the project, will be at the Client's sole risk and without liability to ARCHITECT or its subconsultants. Accordingly, The Client shall defend, indemnify, and hold harmless ARCHITECT from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such use.

2. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, ARCHITECT will provide personnel to determine in general, whether construction is proceeding in a manner consistent with the Documents. ARCHITECT is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project. In the event that ARCHITECT's scope of services does not include construction phase services, ARCHITECT shall not be responsible for the accuracy, completeness or adequacy of the design. Under such circumstances, the Client agrees to defend, indemnify, and hold harmless ARCHITECT from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the design of the Project.

3. **STANDARD OF CARE – ARCHITECT** and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated architects and engineers practicing under similar circumstances. The Client agrees that services provided will be rendered without any warranty, express or implied. ARCHITECT shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

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4. **OPINION OF PROBABLE COSTS** – When required as part of our services, ARCHITECT will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by ARCHITECT hereunder will be made on the basis of ARCHITECT's experience and qualifications and will represent ARCHITECT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that ARCHITECT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

5. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate further work by ARCHITECT. The Client shall remain liable for, and shall promptly pay ARCHITECT for all services rendered to the date of suspension or termination. ARCHITECT may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment are not brought current within seven (7) days of notice of suspension.

6. **LIABILITY** –The Client agrees that ARCHITECT's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, ARCHITECT's and their subconsultants negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by the ARCHITECT under this agreement.

7. **BILLING AND PAYMENT** – The Client shall pay ARCHITECT in accordance with the rates and charges set forth in the Proposal. ARCHITECT will submit to The Client, on a regular basis, an invoice of services rendered and expenses incurred during the previous period. Payment will be due upon receipt of ARCHITECT's invoice. In the event The Client fails to pay ARCHITECT within Fifteen (15) days after invoices are rendered, The Client agrees that ARCHITECT shall have the right to consider that event a breach of this Agreement and upon written notice, the duties, obligations and responsibilities of ARCHITECT under this Agreement may be either suspended or terminated.

8. **CONSEQUENTIAL DAMAGES** – ARCHITECT and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

9. **MISCELLANEOUS**

Governing Law: The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between ARCHITECT and the Client arising out of the interpretation and performance of this Agreement.

Mediation: ARCHITECT and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

ARCHITECT Reliance: Unless otherwise specifically indicated in writing, ARCHITECT shall be entitled to rely, without liability, on the accuracy and completeness of information provided by The Client, The Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: ARCHITECT shall not be required to sign any documents, no matter by whom requested, that would result in ARCHITECT'S having to certify, guarantee or warrant the existence of conditions whose existence ARCHITECT cannot ascertain. The Client also agrees not to make resolution of any dispute with ARCHITECT or payment of any amount due to ARCHITECT in any way contingent upon the ARCHITECT'S signing any such certification. In addition, ARCHITECT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ARCHITECT, increase ARCHITECT'S risk or the availability or cost of its professional or general liability insurance.

Assignment: ARCHITECT may assign its rights and delegate its duties under this Agreement without The Client's consent to Bradford Prescott, Architect in order for ARCHITECT to comply with a state's professional licensing laws.

We look forward to serving the Town Of Scituate. If this agreement is acceptable, please sign below and return one original for our files.

Submitted: _____ Date: June 2, 2014
By: Bradford E. Prescott A.I.A. Principal

Accepted: _____ Date: _____
By:

TOWN OF SCITUATE PROCUREMENT DATA FORM

Use this form for the purchase of supplies and services from $5,000 to $24,999. The original of this form, the contract between Town & Vendor and any supporting pages must first be filed with the Chief Procurement Officer (C.P.O.) Orders cannot be placed without C.P.O. approval. The minimum requirement of Chapter 30B is requesting three quotes, telephone or written. The Town Accountant will not process a payment unless this completed approved form is received by the Accounting Department.

Name KEVIN KELLY (Person completing this form) Today's Date JUNE 17, 2014

VENDOR AWARDED	DATE AWARDED	DOLLAR AMOUNT AWARDED
BRADFORD PRESCOTT ARCHITECT	JUNE 17, 2014	$ 7,500 00

SPECIFICATIONS- Description of goods or services to be purchased (Attach additional pages wherever necessary)

SEE ATTACHED CONTRACT AGREEMENT

BIDDERS- Include name of contact, phone number, city and state	Responsive? Yes	NO	Final quoted bid price
1) BRADFORD PRESCOTT ARCHI	✓		$ 6,500
Plympton, MA	Explain if NO (Explain on back of form or attach additional pages wherever necessary)		
2)			
	Explain if NO		
3)			
	Explain if NO		
4)			
	Explain if NO		

EXEMPTION FROM 30B– Explain – If applicable, you must include the state bid contract number, collaborative bid organization or name of agency, contact person, phone number.

PER CHAPTER 30B, APPENDIX A, SECTION 1, 32A

(Sole source, school textbooks, library books, intergovernmental contracts, emergencies that would endanger health and safety of people or property, special education supplies or services delivered directly to students, job related training, insurance, lawyers, designers, public accountants, deputy tax collector services, health care services, snowplowing, towing services, bank services, real estate, solid waste collection/disposal, required advertisements, purchases with gift or trust money.)

APPROVAL– I certify that I am not aware of any violations of Chapter 268A (ethics issues) regarding this procurement. I am not aware of any potential conflict of interest that I have not already disclosed to the C.P.O.

Signature – Officer completing this form

Signature- Chief Procurement Officer

Town Accountant cannot pay invoices without a written contract unless there is a state collaborative bid contract.

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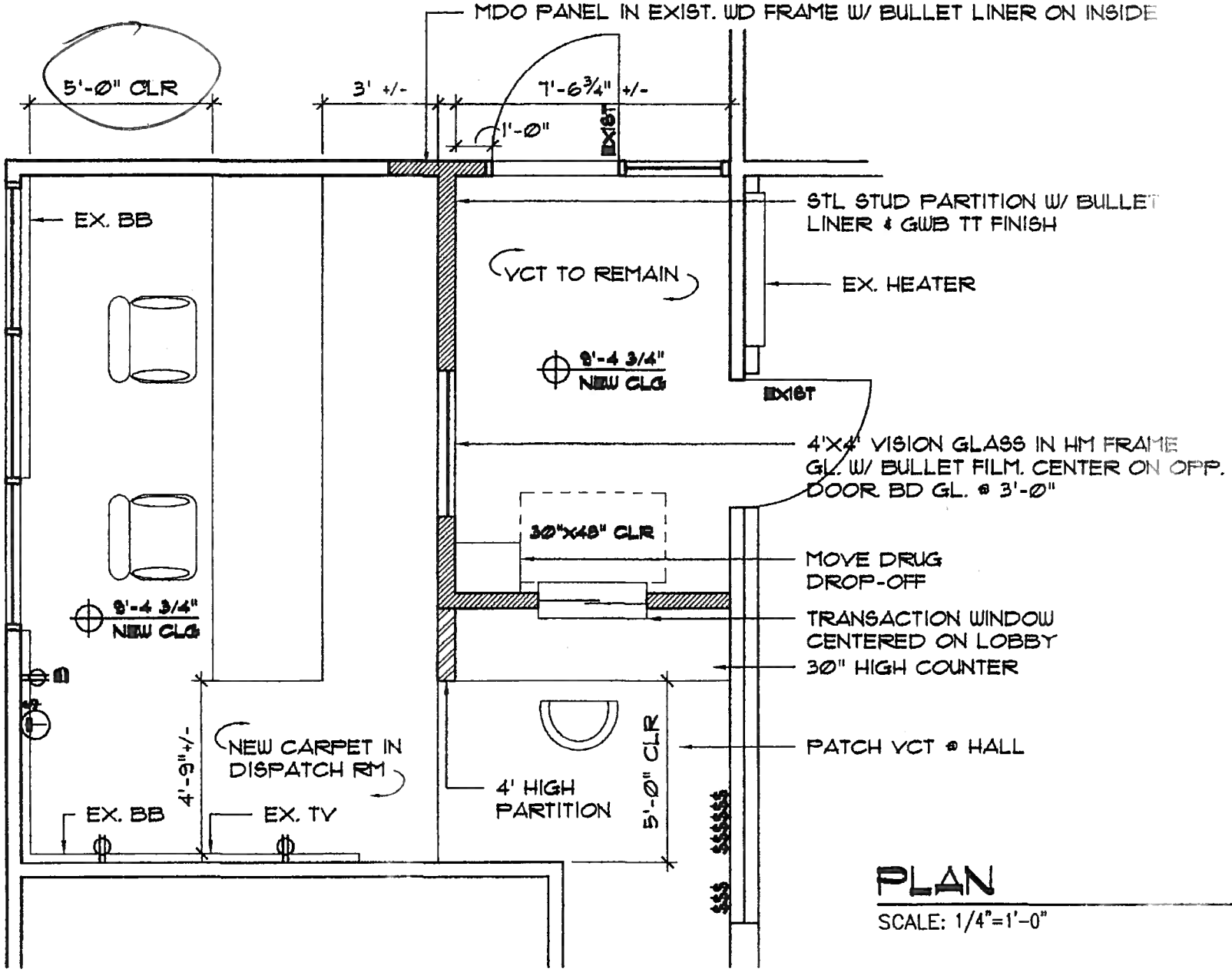
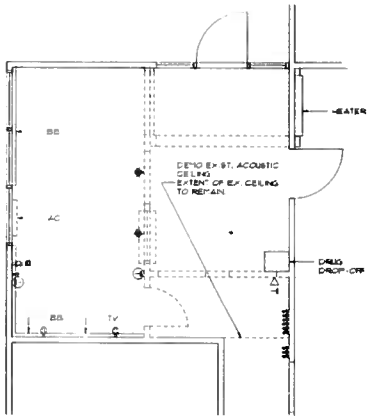


PLAN

SCALE: 1/4"=1'-0"

DRAWING NO: A1	PROJECT: SCITUATE-POLICE STATION	DRAWN: AC	PROJECT NUMBER: XXX	Bradford Prescott Architect
		SCALE: 1/4"=1'-0"		9 Dukes Brook Road, Plymouth, MA 02367
	SHEET TITLE: SCHEMATIC PLAN	DATE: 5.20.14	SET: SCHEMATIC	781.936.8327 t, 339.469.0357 f, www.bp-arch.com
		CHECKED: BP		
		SHEET 1 OF 1		



DEMOLITION PLAN 1/A1
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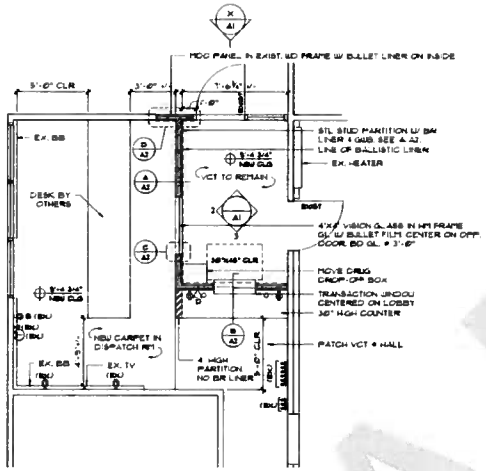
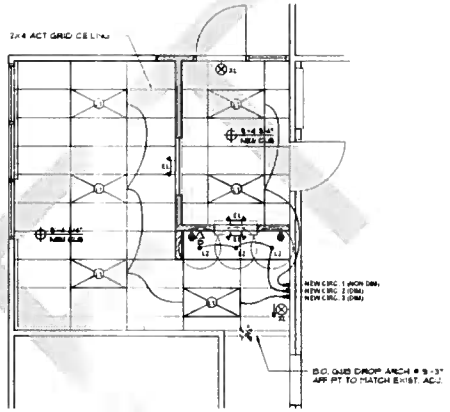


PLAN 2/A1
SCALE: 1/4"=1'-0"



REFECTED CEILING PLAN 3/A1
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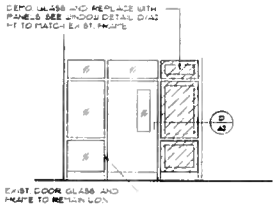

EXTERIOR ELEVATION 1/A1
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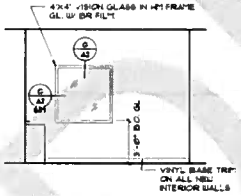

INTERIOR ELEVATION 2/A1
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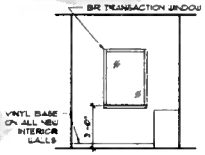

INTERIOR ELEVATION 3/A1
SCALE: 1/4"=1'-0"

PARTITION LEGEND

- EXISTING TO REMAIN
- NEW HALF HEIGHT PARTITION
- DEMO DEMISING PARTITION
- NEW PARTITION

ABREV./SYMBOL LEGEND

BB	BASEBOARD HEATER
AC	AIR CONDITIONING
TV	TELEVISION
	THERMOSTAT
	DUPLEX OUTLET
	DATA/TELE
	SWITCH
L2	RECESSED DOWNLIGHT
	GENERAL INDIRECT
	EXTERIOR WALL LIGHT
XL	EXIT SIGN
EL	EMERGENCY LIGHT

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VITAL INFORMATION REQUIRED FOR THE SUCCESSFUL COMPLETION OF WORK IS CONTAINED IN THE PROJECT MANUAL PREPARED FOR THIS PROJECT

CONSULTANTS

REGISTRATION

REVISIONS

NO.	BY	DESCRIPTION	DATE

PROJECT

SCITUATE POLICE STATION RENOVATOIN

604 CHIEF JUSTICE SRUSHING HWY
SCITUATE, MA 02066

SHEET TITLE

PLANS & ELEVATIONS

DRAWN AC	PROJ. # 1405-01
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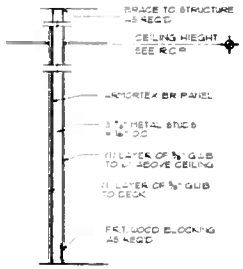
CHECKED BP	A1
SHEET 1 OF 2	

NOT FOR CONSTRUCTION

DRAFT



PARTITION 1

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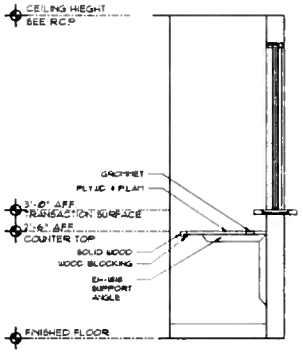
A
A1



TRANSACTION COUNTER

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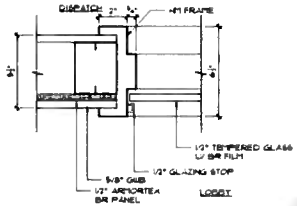
B
A1



WINDOW DETAIL

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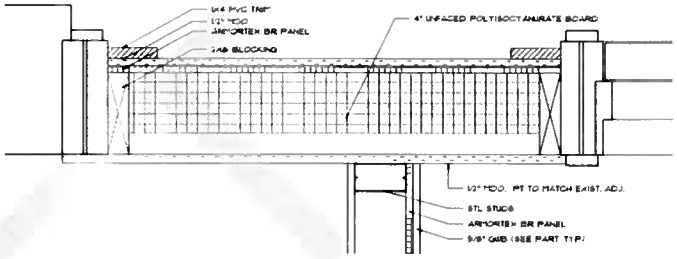
C
A1



WINDOW DETAIL

SCALE: 3"=1'-0"

D
A1

NOT FOR CONSTRUCTION

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Plympton, MA 02367
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VITAL INFORMATION REQUIRED FOR THE SUCCESSFUL COMPLETION OF WORK IS CONTAINED IN THE PROJECT MANUAL PREPARED FOR THIS PROJECT

CONSULTANTS

REGISTRATION

REVISIONS

NO.	BY	DESCRIPTION	DATE

PROJECT

SCITUATE POLICE STATION RENOVATION

604 CHIEF JUSTICE SHUSHING HWY
SCITUATE, MA 02066

SHEET TITLE

DETAILS

DRAWN AC	PROJ. # 14-0981
SCALE NOTED	
DATE 9/23/14	DRAWING NO.
CHECKED BP	A2
SHEET 2 OF 2	

DRAFT