March 8, 2024
Revised June 20, 2025

Mr. Finn Kelley
Conservation Agent
Town of Medfield Conservation Commission
459 Main Street
Medfield, MA 02052

RE: **Danielson Pond Dam Tree Removal**
Engineering Support Services
Medfield, Massachusetts
(Pare Project No. 23174.00)

Dear Mr. Kelley:

In response to your request, Pare Corporation (Pare) is pleased to provide the Town of Medfield Conservation Commission (Town, Client) with this Technical Proposal for engineering services associated with the Danielson Pond Dam located in Medfield, Massachusetts. The intent of the proposed services is to provide engineering support, permitting, and construction phase services for the removal of trees along the dam, as well as a peer review of the draft Operations & Maintenance Manual.

This proposal is subject to the attached Statement of Terms and Conditions, which are an integral part of this proposal.

SCOPE OF SERVICES

Task 100: Data Collection

Resource Area Delineation: Pare will review available data and update previous delineations completed for the project area by Pare in April of 2021. The delineations will be in accordance with delineation criteria set forth in the Regulations of the Massachusetts Wetlands Protection Act and will be consistent with the Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0). Pare will reset any missing or illegible flags and modify delineations to reflect any changes in site conditions. Pare will locate any changes to the delineations using a handheld GPS unit with sub-meter accuracy. Pare will collect updated data at representative plots along the wetland/upland border sufficient for preparation of wetland data forms. Pare will prepare an addendum to the 2021 Wetland Delineation Report, including any revisions to the delineations, suitable for use in permitting documents.

Tree Site Visit: Pare will complete a site visit to review the sizes and location of trees on the dam recommended for removal. Location and sizes will be compared to available site surveys; significant changes to the size and number of trees will be annotated on the plan.

For each tree located, Pare will review the location of the tree and the potential impact of the root system on the long term performance of the embankment section. As part of the review, Pare will utilize available seepage models of the embankment to evaluate potential risk and confirm adequacy of

drawdown in mitigating risk during excavation/stumping activities. Trees will be marked in the field utilizing delineation ribbons color coded for the recommended removal requirements.

Task 200: Notes & Sketches

Pare will develop a sketch depicting the nature and extents of the work as well as drawdown, anticipated access route, and sediment control requirements. Technical notes and details will be provided specifying excavation, backfill material, backfill testing, and backfill operation requirements.

Task 300: Permitting

For the purposes of this proposal, Pare assumes that any required drawdown to allow the work to be completed safely will not trigger the requirement for permit applications beyond those identified herein. Pare also assumes that wetland/resource area impacts will not exceed any thresholds requiring permit applications beyond those identified herein. Specifically, this scope assumes the following:

- The project shall not result in any permanent alteration to wetland resource areas. However, removal of root systems may result in temporary alterations to Bank and Vegetated Wetlands which will be backfilled to existing grades as necessary.
- No dredging (defined as excavation below the Ordinary High Water mark of waterbodies or waterways) shall occur as part of this project.
- The total project limit of disturbance within wetlands, waterbodies, and waterways will not cumulatively exceed 5,000 square feet.

Medfield Conservation Commission: The project is subject to the jurisdiction of the Medfield Conservation Commission under the Regulations of the Massachusetts Wetlands Protection Act (WPA Regulations) and the Town of Medfield Wetlands Protection Bylaw (the Bylaw) and its implementing Regulations. Resource areas anticipated to be affected at the dam repairs include Bank, Land Under Water (LUW), Bordering Vegetated Wetland (BVW), and 200-foot Riverfront Area. Pare will prepare a Notice of Intent (NOI) for submission to the Medfield Conservation Commission and the Massachusetts Department of Environmental Protection (MA DEP) Central Regional Office. The NOI will include state and local application forms, abutter notification information, figures, a wetland delineation report, a written project narrative, and project plans. As impacts to BVW are anticipated to be temporary, preparation of a Wetland Replication Plan is not anticipated. However, if the tree removal is anticipated to result in ground disturbance within wetlands, the Plans shall include measures for restoration and stabilization of temporarily disturbed wetland areas.

Abutters will be notified in accordance with the WPA Regulations and the Bylaw. The project may exceed one or more thresholds requiring a Wildlife Habitat Evaluation under the Wetlands Protection Act; however, as a Limited Project (for repairs to a structure that was in existence as of April 1, 1983), Pare will request that the Conservation Commission waive the requirement for a Wildlife Habitat Evaluation. If a Wildlife Habitat Evaluation is required, this service may be provided under supplemental agreement.

Pare has budgeted for one (1) NOI Public Hearing for the project and, if requested, one (1) site walk with the Commission, their agent, or their peer review consultant. If additional hearings or site visits with the Conservation Commission are required, Pare can attend these under a supplemental agreement.

Dam Safety Chapter 253 Permit: Pare will prepare and submit a Chapter 253 Part B Permit application form for submission to the Office of Dam Safety for approval.

Additional Permits: Based upon Pare's understanding of the existing site and anticipated work, no other thresholds are anticipated to be exceeded which would trigger the requirements for filing additional environmental permits beyond those listed herein. Should the need for additional permits become apparent through the development of the design or in response to comments from regulators, Pare will prepare those applications under supplemental agreement.

Task 400: Construction Observation

Pare will provide construction observation during construction on a part-time basis. Construction Observation will be by qualified personnel under the supervision of a Professional Engineer. For the purposes of this proposal, Pare assumes:

- Work will be completed by the Town; external coordination with a third party contractor will not be required.
- Complete 1 preconstruction site visit to review work with Contractor/Town
- Receive samples and complete sieve and proctor testing to verify suitability of Town's proposed material.
- Receive and review other project submittals
- Provide 3 part time days during stumping operations
- Provide 3 full days of observation during backfill of voids resulting from tree removal to observe/approve suitable subgrade and review compaction acceptability. During compaction, Pare will complete compaction testing with a nuclear density gauge to compare in place density to proctor values.
- Coordinate with the Town to adapt the design intent to conditions encountered during construction.
- Document the above in a final field report. Field reports will incorporate photographic documentation as applicable.

Task 500: Construction Closeout

Pare will combine all applicable construction documentation, which could consist of contract documents, bid addenda, meeting minutes, submittals, field reports, RFI's, change orders, field orders, and as-builts, into a single closeout package that will be provided to the Town in PDF and hard copy format.

Pare will complete the required permit closeout requirements.

As part of the project closeout, Pare will prepare a Phase I Inspection/Evaluation Report for dam.

Task 600: Operations & Maintenance Manual Peer Review

Pare will provide a peer review of the draft Operations & Maintenance (O&M) Plan prepared by Others upon completion of the tree removal program. Pare will develop a memorandum summarizing questions and comments resulting from the Peer Review.

ADDITIONAL SERVICES

Services that are required but not part of the Scope of Services as described above shall be considered Additional Services. All Additional Services must be previously authorized. Additional Services shall be compensated on an hourly basis at rates and charges per our Schedule of Fees.

Oral directives by the Client authorizing Additional Services will be confirmed in writing by Pare. The Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with our Schedule of Fees unless other rates and charges for compensation are agreed to subsequent to completion of authorized Additional Services.

SERVICES PROVIDED BY THE DAM OWNER

To assist in our evaluations, Pare anticipates that the dam owner will provide the following:

- Bid advertising (as/if required)
- Contracting of construction activity (as/if required)
- Coordination for site access
- Available files, including the draft O&M Manual

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be as indicated below. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

Task 100: Data Collection – 1.5 months from NTP
Task 200: Notes & Sketches – 2 months from NTP
Task 300: Permitting – 3 months from NTP
Task 400: Construction Observation – Pending Town / Contractor
Task 500: Construction Closeout – Pending Town / Contractor
Task 600: O&M Peer Review – Pending Town / Contractor

BASIS OF CHARGES AND CONDITIONS OF ENGAGEMENT

Town of Medfield shall pay Pare Corporation for Basic Services rendered, as described above, based upon an accrued time and expenses basis.

Invoices for services rendered and expenses incurred will be submitted monthly and are due and payable upon receipt. For contracts more than thirty days in arrears for payment, Pare may, with seven (7) days written notice, suspend services.

Pare Corporation reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.

FEE

The scope of services can be completed for the lump sum fee of **$46,600.00.**

Task	Fee
Task 100: Data Collection	$ 7,900
Task 200: Notes & Sketches	$ 3,300
Task 300: Permitting	$13,700
Task 400: Construction Phase	$10,500

Task 500: Construction Closeout	$ 8,700
Task 600: O&M Manual Peer Review	$ 2,500

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which become evident during the course of the studies, may alter or increase the effort required. You will be notified of any changes requiring an increase in budget, and we will not exceed the recommended budget without your prior approval.

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of the attached Statement of Terms and Conditions. Please do not hesitate to consult with us concerning any questions regarding this Agreement and the attached Terms and Conditions.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,
PARE CORPORATION

Heather M. Shanks
Project Engineer

Allen R. Orsi, P.E.
Senior Vice President

Attachments:
Schedule of Fees
Statement of Terms and Conditions

This Proposal for Services and Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Client.

TOWN OF MEDFIELD

By: _____ Title: _____

_____ _____
Typed Name Date

SCHEDULE OF FEES

For Proposal for Services, dated June 20, 2025
(Pare Proposal No. 23174.00)

LABOR:

Engineer I	$ 140.00 /Hour
Engineer II	$ 155.00 /Hour
Project Engineer	$ 175.00 /Hour
Senior Project Engineer	$ 205.00 /Hour
Managing Engineer	$ 240.00 /Hour
Principal/Officer	$ 290.00 /Hour
Environmental Scientist/Planner	$ 115.00 /Hour
Senior Environmental Scientist/Planner	$ 130.00 /Hour
Managing Environmental Scientist/Planner	$ 180.00 /Hour
Principal Environmental Scientist/Planner	$ 220.00 /Hour
Senior Project Coordinator	$ 200.00 /Hour
Senior Technical Consultant/Advisor	$ 230.00 /Hour
CADD Operator/Designer	$ 110.00 /Hour
Senior CADD Operator/Designer	$ 140.00 /Hour
Principal CADD Operator/Designer	$ 170.00 /Hour
GIS Specialist	$ 115.00 /Hour
Senior GIS Specialist	$ 140.00 /Hour
Construction Observer/Representative	$ 130.00 /Hour
Senior Construction Observer/Representative	$ 140.00 /Hour
Principal Construction Observer/Representative	$ 210.00 /Hour
Engineering Technician	$ 95.00 /Hour
Senior Engineering Technician	$ 105.00 /Hour
Clerical/Office Personnel	$ 110.00 /Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	$ 0.70 /Mile
Printing/Copying Wide Format (in-house)	$ 0.15 /Square Foot
Photocopying (in-house)	$ 0.10 /Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 12%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.

STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated June 20, 2025, by and between the Town of Medfield (Client) and Pare Corporation, (Pare) in respect of the Danielson Pond Dam Tree Removal Engineering Support Services – Medfield, MA (Project) described therein.

SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed by all parties, will serve as notice to proceed unless directed otherwise. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services completed at the time of billing.

2.2 All invoices shall be paid, and Client account current prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Pare has been paid in full all amounts due for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account shall be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements or payments.

SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the authorization of Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule as appropriate.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Reimbursable expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.10 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Pare shall be entitled to rely upon the accuracy and completeness thereof.

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever Client observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.

SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Pare will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 . The standard of care for all professional services performed or furnished by Pare under this Agreement will be the care and skill ordinarily used by members of Pare's profession practicing under similar circumstances at the same time and in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or

transmitted as electronic media, including CADD and BIM documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.3 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; and (4) such limited license to Client shall not create any rights for third parties.

8.4 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by Pare.

SECTION 10. CERTIFICATIONS

10.1 Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistent with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed $75,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare in accordance with its Schedule of Fees for all its trouble-shooting and/or corrective work due to Contractor's inability to achieve satisfactory operation.

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 of this Agreement for more than thirty (30) calendar days, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days, Pare may, at its option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of the State of Rhode Island

SECTION 17. TERMINATION

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all

services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

19.1 The laws of the Commonwealth of Massachusetts will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

SECTION 20. INTEGRATION

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.

21.2 The failure by Pare or Client at any time to enforce or to seek strict compliance with any provision of this Agreement, or to exercise any right or remedy arising from the breach of any provision of this Agreement, does not constitute a waiver of that provision, or remedy, or any other provision of this Agreement or available remedy.

SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and Pare each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

22.3 Nothing in this agreement shall be construed to give any rights or benefits to anyone other than Client and Pare.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)