

June 25, 2025



Mayor Barrett
Haverhill City Hall
4 Summer Street
#100
Haverhill, MA 01830

PROJECT: Haverhill Consentino Middle School
Dore + Whittier Project No.: 21-0818
SUBJECT: Extra Service Request #25
South Field Seed to Sod

Dear Mayor,

Please accept the following proposal for extra services for a total of fourteen thousand eight hundred fifty dollars (\$14,850.00) for the design of the design scope necessary to change the South Field play area from grass seed to sod with irrigation.
Please see the attached fee proposal from Terralnk which includes the scope of work that will be performed by Aqueous Consultants, LLC.. This extra service will be invoiced monthly per phase and percent complete following your approval.

Terralnk	\$14,850.00
D+W mark up	-0-
TOTAL ESR #25	\$ 14,850.00

All other agreements of the prime contract remain unchanged.

Sincerely,

DORE + WHITTIER
Architects • Project Managers

Michele Barbaro-Rogers AIA, NCARB, MCPPO, CPTED
Project Manager

CC: DW, DAG, LPD, KG, File

Accepted:
Haverhill School District
Mayor Barrett
City of Haverhill

Date: _____

25 June 2025

Mr. Donald M. Walter, AIA, MCPPO
 Principal
 Dore + Whittier
 260 Merrimac Street
 Building 7, 2nd Floor
 Newburyport, MA 01950
 W: 978.499.2999 x319
 E: dwalter@DoreandWhittier.com

**RE: Appendix A – Aqueous Consultants, LLC.
 Athletics Irrigation Proposal**

Dear Donald,

It is with great pleasure that we submit this Appendix A sub-consultant proposal for the athletic field irrigation design services for the Silver Hill Elementary School Lower Field project for your review and reference.

Sub-Consultant Scope of Services

Per the attached Aqueous Consultants, LLC proposal 25-0055; dated 06/24/2025, the outline of the proposed scope of work is as follows:

TASK	DESCRIPTION	FEE
SUB	Aqueous Consultants – Irrigation Sub-Consultant Proposal	
	Scope 1: Irrigation and Water Supply System Design	\$9,000.00
	TI 10% Management Fee Scope 1	\$900.00
	Scope 2: Irrigation Construction Contract Administration (CCA)	\$4,500.00
	TI 10% Management Fee Scope 2	\$450.00
	Total Sub-Consultant and Management Fee:	\$14,850.00

Please see the attached sub-consultant proposal for the description of tasks, exclusions, and fees.



June 24, 2025

Kelly Ashton
Project Manager
Terraink
7 Central Street
Arlington, MA 02476

**RE: Scope of Services for Irrigation and Water Supply Design
Consentino Middle School South Field, Haverhill, Massachusetts**

Dear Kelly:

Thank you for considering Aqueous Consultants, LLC (Aqueous). We are pleased to provide you with a proposal for irrigation and water resources design services for the new South Field at Consentino Middle School in Haverhill, Massachusetts (SITE). Our proposal is based on:

- ◆ Email Correspondence Between Terraink and Aqueous from June 23, 2025 to Present.
- ◆ Silver Hill South Field South Plan, Sheet L5.01 dated April 26, 2024 (Conformed Set) at a Scale of 1" = 10'
- ◆ Silver Hill South Field South Details, Sheet L5.02 dated April 26, 2024 (Conformed Set)
- ◆ Previous irrigation design work for Terraink and Project Architect Dore + Whittier.

Below we have outlined the work, deliverables, and fees associated with each scope. We are excited about the opportunity to work with you and Terraink on this project.

SCOPE 1: Irrigation and Water Supply System Design

Aqueous will prepare a water supply and demand analysis report for the approximately 36,000 square foot South Field shown on the plans received. We will provide recommendations, estimate water use, and demonstrate the water savings between a standard irrigation system and the system that we propose for this project.

In addition, we will devise an establishment period irrigation program to allow for extra water to be applied to newly installed turfgrass and/or landscape during the first 6 – 12 months (coinciding with the contractor guarantee period).

Following the initial evaluation, Aqueous will provide complete construction documents including irrigation and water supply plans, installation details, and specifications as necessary. We will specify and coordinate the utilities necessary for the irrigation system, including any electrical and communications requirements for a booster pump and an irrigation control system.

Aqueous will provide specifications and general installation details for the municipal/domestic water supply and possible booster pump station (if required) to supply water to the irrigation system designed by Aqueous. In addition, Aqueous will coordinate the irrigation and booster pump control, power, and communications requirements with SITE Design Team members. Domestic plumbing and booster pumping control equipment are expected to be located outdoors in a tamper-resistant enclosure, to be coordinated with Terraink and the SITE Design Team members.

The irrigation control system Aqueous will specify and design shall be capable of the following:

- ◆ Internet-Based for remote management of irrigation
- ◆ Soil Moisture and/or Weather-Based Automatic Controls to:
 - Maintain plant root zone media at a specific water content during establishment and post-establishment growing seasons.
 - Adjust irrigation to run shorter in cool, wet seasons to save water in the spring and fall, while allowing to run as needed in hot, dry seasons to sustain turfgrass health.
 - Suspend irrigation during current and forecasted rainstorms to save water and allow for natural rainfall to water plant material.

Construction cost estimates will be completed and updated throughout our design phase of the project, as requested by Terraink. Aqueous does not guarantee construction cost estimates due to labor pricing and availability, material pricing and availability, building and loan industry volatility, and overall economic conditions; however, Aqueous will make a concerted effort to research, query our own past project database, and interview trusted industry professionals to gauge construction cost estimates for this project.

This Scope will be invoiced in full prior to the start of construction contract administration.

SCOPE 2: Construction Contract Administration

Aqueous will provide construction contract administration (CCA) services related to the irrigation, underdrain, and water supply systems. To maximize the effectiveness of management, water conservation, resiliency, and sustainability in Aqueous' designs, CCA is required to review the Contractor's documentation, craftsmanship, and ability to deliver a turnkey system to the Owner, complete with internet and data configuration, control programming, climate and flow sensing, training sessions, record (as-built) drawings, and operation and maintenance (O&M) plans.

Site visits by Aqueous at key construction milestones during CCA will increase the likelihood of success long-term for the systems for the Owner. However, Aqueous' duties during CCA do not include the constant supervision or direction of the actual work by the Contractor, their Subcontractors, or agents. Aqueous' limited on-site presence during construction shall not excuse the Contractor from defects discovered during construction, at completion of construction, or subsequently after construction. CCA services are provided to review and confirm that the Contractor has fulfilled the work of the contract, not as a guarantee of the Contractor's work. All work designed and specified by Aqueous shall stipulate that the Contractor guarantees the work of the contract for one (1) year from the date of substantial completion (generally after the punchlist site visit) by Aqueous.

Services provided under CCA include:

- ◆ Reviewing and approving Contractor product submittals and our shop drawings.
 - Aqueous will present submittal review findings in formal letter(s) as necessary.
- ◆ Responding to Contractor-initiated Requests for Information (RFIs) pertaining to the irrigation, underdrain, and domestic water supply systems.
- ◆ Providing site visits during construction and system installation
 - Pre-construction meeting with awarded Contractor to discuss Construction Documents, design intentions, and project outcomes.
 - Visit during system installation, and
 - Conducting final punchlist at completion
- ◆ Providing recommendation of Post-Construction Management Plan outlining procedures and personnel for irrigation system management.

As part of the CCA scope, a minimum of three (3) site visits are recommended:

- ◆ One (1) visit for a pre-construction meeting with awarded Contractor.
- ◆ One (1) visit to coordinate and observe irrigation, underdrain, and water supply systems during installation.
- ◆ One (1) visit to punchlist the irrigation, underdrain, and water supply systems in their entirety.

Following site visits, a report of our findings shall be forwarded to your office.

Aqueous strongly recommends to not provide final payment to awarded Contractor until all punchlist items specified in design and noted in site visits are completed. CCA provides the opportunity to administer and enforce the designs provided by Aqueous to fulfill the construction contract. Climate and water resiliency is predicated on data and sensing technology specified by Aqueous in their Construction Documents and the awarded Contractor shall demonstrate these devices and appurtenances have been installed as specified, configured, and demonstrated to the Owner to the point of having working knowledge.

DELIVERABLES

Aqueous will provide your office with the following deliverables for the project:

- ◆ DRAFT Construction Documents (CD) Irrigation and Water Supply Systems Drawings and Specifications
 - Preliminary Utility Coordination with SITE Design Team
 - Developed System Layout Plans, showing proposed irrigation equipment locations, sleeves, and pipe network for Pricing
 - Confirming final utilities with SITE Design Team
 - Focused Detailing on Standard and Custom Irrigation System Components
- ◆ FINAL (100% CD) Irrigation and Water Supply Systems Drawings and Specifications; including,
 - Irrigation and Water Supply Systems Layout Plans & Details for Construction
 - Irrigation and Water Supply Systems Specifications
 - Drawings Stamped by a Massachusetts Professional Engineer
- ◆ Construction Contract Administration in the form of:
 - Reviewing and stamping Irrigation, Underdrain, and Water Supply product submittals
 - Responding to Contractor RFI
 - Conducting Pre-construction, progress construction, and post-construction punchlist site visits

- o Review of final documentation, training, and manuals to be provided to the Owner.

Documents will be provided in AutoCAD, Adobe PDF, and Word files in the formats provided to Aqueous.

Aqueous shall provide design work using the most current AutoCAD landscape, utility, and site plans. Changes will be updated electronically as required. We shall provide construction documents as AutoCAD drawing and Adobe PDF files. In addition, we shall provide written specifications formatted to CSI standards matching the project template.

PROFESSIONAL SERVICE FEES, TERMS, AND CONDITIONS

Professional Service Fees

The following is a breakdown of professional design and consulting fees for the proposed scopes of work. Professional service fees are based upon a combination of the current estimated value of construction and Aqueous staff hours required to complete each scope. Professional service fees quoted in this proposal are Lump Sum and will be invoiced monthly for milestone percentages worked on the scopes performed within invoice month.

SCOPE 1:	Irrigation and Water Supply System Design	\$9,000
SCOPE 2:	Construction Contract Administration (CCA)	\$4,500
	EXPENSES (EXPECTED):	\$0
	SUBCONSULTANTS & EQUIPMENT	\$0
TOTAL FEES, EXPENSES, SUBCONSULTANTS & EQUIPMENT		\$13,500

For agreed upon and negotiated work outside of the scopes described in proposal above or specific time and materials (T&M) work, fees will be invoiced monthly for hours worked by Aqueous staff using the Hourly Rates table below.

Proposal and Professional Fee Validity

Professional fees quoted are valid for up to 90 days from the date of this proposal with a written Notice to Proceed (NTP) via email by returning the signed Standard Professional Services Agreement attached to this proposal. After 90 days without NTP, Aqueous reserves the right to review and revise professional fees based on current workload, staffing, and updated hourly rates for the current calendar year.

Exclusions

The following services are excluded from this proposal but may be negotiated Aqueous through an additional proposal or invoiced at Time & Materials. Aqueous routinely provides these services beyond this proposal either in-house or subcontracted through our trusted network of subconsultant collaborators.

- ◆ Well Water System Design
- ◆ Field Underdrainage System
- ◆ Irrigation System Design Outside of Areas Shown on Plans Received by Email (e.g., landscape plantings, other fields)
- ◆ Rainwater Harvesting Cistern Design
- ◆ Rainwater Harvesting Pump and Filter System Design
- ◆ Interior Electrical or Water Systems Design
 - Aqueous will request and coordinate these utilities with SITE Design Team
- ◆ Record (“As-Built”) Drawings
- ◆ Water Features and Fountain Design
- ◆ Mapping and Survey Services
- ◆ Structural Engineering
- ◆ Geotechnical and Soil Boring Information and Procurement
- ◆ Environmental Monitoring for Construction in Sensitive Environmental Areas
- ◆ Wetland Delineation

Terms and Conditions

Our services will be performed in accordance with the attached Standard Professional Services Agreement. Please sign and return one copy of the attached agreement which will serve as our contract NTP.

Payment Terms

Payment terms are Net 10 Days from payment of Terraink’s Client (“Paid when Paid”).

Aqueous reserves the right to submit monthly invoice aging summaries as amenable to our firm and to request the status, expectancy of payment, and written reason for lack of payment for invoices after 90 days.

Expenses

All direct office expenses including mileage, local travel by personal car, mailing, blueprinting, copying, and binding are included.

Travel expenses such as airfare, hired or rented ground transportation, ferry and highway tolls, hotel, and long-term parking shall be billed at cost (0% markup). Travel expenses shall vary based on how much advanced notice is given and transportation availability. Receipts shall be included with all invoices. Economy seating airfare with one (1) checked bag shall be expensed. Airfare seat upgrade expenses and/or rewards shall be incurred by Aqueous and redlined from all documented receipts.

For this proposal, the expected expense total to be submitted is \$0.

Subconsultants and Equipment

Additional subconsultants and equipment beyond those outlined above that Aqueous procures for projects that we carry under our insurance will be invoiced to you at a rate of cost plus 15% for contract administration and coordination.

For this proposal, the expected subconsultants and equipment total to be submitted is \$0.

Hourly Rates

Fees for services are in part based on the Aqueous Staff 2025 hourly billing rate schedule provided below. These classifications are the rates charged per hour charged by current Aqueous staff members. For work performed on a Time & Materials basis, Aqueous will invoice Terraink based on the hours and billing rate of the grade of staff members within each classification.

◆ Principal Engineer	\$210 per hour
◆ Project Manager	\$160 per hour
◆ Project Designer/Engineer	\$136 per hour
◆ Staff Designer	\$120 per hour

Aqueous reserves the right to hire staff with classifications not currently listed above to work on Consentino Middle School during engagement under this proposal. The maximum hourly rate

shall be limited to the Principal Engineer classification during engagement of work on Consentino Middle School.

About Aqueous

Aqueous Consultants, LLC (Aqueous) is a Massachusetts Limited Liability Corporation based in Andover, MA. Founded in 2014 by Michael Igo, P.E., Aqueous provides engineering consultation in the field of water resources engineering.

Services that Aqueous provides include:

- ◆ Consultation on water resource development, water efficiency, and water conservation in the fields of:
 - Irrigation
 - Water Harvesting
 - Water Features
 - Water Source Development
 - Civil Engineering and Stormwater Conveyance
 - Outdoor and Limited Indoor Mechanical Systems related above scopes.
 - Computer Modeling and Analysis to assess feasibility, visualize data, and guide you, our client, and the Owner towards systems that suit their needs.
 - Design document preparation including plans, details, and specifications for bidding and construction by qualified contractors.
 - Permitting
 - Environmental Monitoring of Construction near and about Wetland and Stormwater Systems
 - Construction administration to facilitate communication between Aqueous, you our client, the Owner, and the awarded qualified contractor, including:
 - Reviewing bids, experience, and qualifications of prospective contractors carrying out our design for the benefit of Aqueous, you, our client, and the Owner.
 - Conducting pre-construction meetings with qualified contractors to discuss project intent, Owner's goals, design documents, project timeline, potential issues.
 - Approving submittals of products specified by Aqueous.
 - Answering questions and clarifications through a written Request for Information (RFI) process.

- Providing revised and addendum design drawings as a result of field operations, encountering unforeseen circumstances, change order requests, or construction sequencing issues.
- Observing installation at discrete points of overall construction reporting progress and obvious, plain sight issues, defects, and concerns in a timely manner.
- Weighing the cost-to-benefits of change orders requested during construction and consulting accordingly.
- Reviewing final installation while in full operation, operation and maintenance manuals, training materials, and guarantees provided by qualified contractors before system turnkey to the Owner.

Aqueous does not provide the following services:

- ◆ Construction or Installation
- ◆ Contracting or Subcontracting of Construction or Installation
- ◆ Inspecting, Certifying, Attesting to, Guaranteeing, or Warranting Products, Construction, or System Performance
- ◆ Legal Consultation or Advice
- ◆ Guaranteeing of Project Costs for Approvals, Funding, or Financing

As our client, you are entitled to the following:

- ◆ Initial guidance and information on system options for you, our client, and the Owner to make informed decisions to move forward with design documentation.
- ◆ Design services performed with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the time of design document preparation and in the same locality.
- ◆ Open communication with Aqueous staff to answer your questions, those of the Owner, and installing contractors in a succinct, timely manner.
- ◆ Notification to you, our client, upon the moment of discovered improprieties, conflicts of interest, and potential design or construction issues, in a succinct, timely manner.

CLOSING

If you have questions, please do not hesitate to contact our office. Please sign and date the attached Standard Professional Services Agreement to authorize services to be performed, and

to allow this proposal to act as a letter of agreement between Aqueous Consultants, LLC and Terraink. Please also indicate any purchase order or reference numbers required to invoice this project on the provided on the attached Authorization Form.

Once again, thank you for your consideration. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Michael Igo". The signature is written in a cursive, flowing style.

Michael Igo, PE, LEED AP, CID
President

Attachment: Standard Professional Services Agreement



STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

TERRAINK

7 CENTRAL STREET

ARLINGTON, MA 02476

And

AQUEOUS CONSULTANTS, LLC (AQUEOUS)

1 DUNDEE PARK DRIVE, SUITE 10

ANDOVER, MA 01810

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

Aqueous shall perform the services described herein and in Exhibit A.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Section 16: Acceptance. Acceptance of this Agreement by both parties shall serve as Aqueous' Notice to Proceed (NTP) with the services described in Exhibit A.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of Aqueous and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of Aqueous or its subcontractors.

- b) Neither CLIENT nor Aqueous shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or Aqueous shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay Aqueous in accordance with the payment terms provided in Exhibit A.
- b) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.
- c) In the event of a disputed or contested invoice, CLIENT and Aqueous may negotiate, resulting in Aqueous remitting a new invoice with agreed upon invoice fees.

6. PERFORMANCE STANDARDS

- a) Aqueous will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of Aqueous' profession currently practicing in the same locality under similar conditions. Aqueous makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) Aqueous shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, Aqueous shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's clients, consultants, contractors, and information from public records, without the need for independent verification.

7. INSURANCE

- a) Aqueous will carry the types and amounts of insurance in the usual form as provided in Exhibit C.
- b) Upon written request of CLIENT, Aqueous will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) **Indemnification.** To the fullest extent permitted by law, Aqueous agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of Aqueous in the performance of services under this Agreement.
- b) **Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of Aqueous and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Aqueous' services, the project, or this Agreement, will not exceed the total compensation received by Aqueous under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Aqueous or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of Aqueous' liability extends to include any claims or actions that they might bring in any forum.
- c) **Consequential Damages.** Aqueous and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by Aqueous to be duly issued, or unless requested to do so in writing by CLIENT, Aqueous agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by Aqueous during its association with CLIENT. Aqueous further agrees to strive to limit to a "need to know" basis access by its employees to information referred to above.

- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of Aqueous deemed by Aqueous to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

- a) Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of Aqueous, and will remain the sole and exclusive property of Aqueous whether the project for which they are made is executed or not.
- b) CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project.
- c) Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability.
- d) CLIENT agrees to defend, indemnify, and hold Aqueous harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to Aqueous.
- b) This Agreement may be terminated by Aqueous for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to Aqueous for services already performed in accordance with this Agreement, subject to the limitations given in this Section 11, Termination and Suspension.

- e) Aqueous may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 120 days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis.
- f) CLIENT will indemnify and hold Aqueous harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and Aqueous' representatives with respect to the services provided under this Agreement:

For CLIENT:

Terraink

For Aqueous:

Michael Igo, PE, President
Aqueous Consultants, LLC

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and Aqueous.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Section 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

- e) **Survival.** All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Aqueous and CLIENT.
- g) **Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) **Headings.** The headings used in this Agreement are for general reference only and do not have special significance.
- i) **Certifications.** Aqueous shall not be required to sign any documents, no matter by whom requested, that would result in Aqueous having to certify, guarantee, or warrant the existence of conditions or the suitability or performance of Aqueous services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. ADDITIONAL PROVISIONS

- a) If Engineering Design Services are provided under this Agreement, the additional provisions included in Exhibit D shall apply.
- b) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in Exhibit E shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ◆ Exhibit A, Scope of Services and Schedule
- ◆ Exhibit B, Payment Terms
- ◆ Exhibit C, Insurance

- ◆ Exhibit D, Special Provisions for Engineering Design Services
- ◆ Exhibit E, Special Provisions for Opinions of Probable Construction Costs

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT

For Aqueous

Signature

Signature



Michael Igo

Print Name

Printed Name

President

Title

Title

June 24, 2025

Date

Date

SEE EXHIBITS BELOW

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated June 24, 2025.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated June 24, 2025.

EXHIBIT C

Insurance

Aqueous will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory)
 - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance
 - 1. Bodily Injury and Property Damage Combined: \$2,000,000 per occurrence, \$4,000,000 in aggregate.
 - 2. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance (Errors and Omissions):
 - 1. \$5,000,000 per claim and in aggregate.
- E. Umbrella Liability Insurance
 - 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Engineering Design Services

- A. **Design Without Construction Phase Services.** CLIENT understands and agrees that if Aqueous' services under this Agreement include engineering design and do not include Construction Contract Administration services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against Aqueous that may be in any way connected thereto.

For purposes of this Agreement, Construction Contract Administration services include, but are not limited to construction observation; written and documented communication with construction contractor, review of the construction contractor's technical and product submittals; review of the construction contractor's progress; or other construction-phase services.

- B. **Use of Documents.**
1. The actual signed and sealed hardcopy construction Conformed Set and Contract Documents for Construction including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
 2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
 3. Electronic Files are provided for convenience and informational purposes only and are not a finished product, Conformed Set, or Contract Document. Aqueous makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. Aqueous may, at its sole discretion, add wording to this effect on electronic file submissions.

4. CLIENT waives any and all claims against Aqueous that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless Aqueous, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT E

Special Provisions for Opinions of Probable Construction Costs

Aqueous' Opinions of Probable Construction Cost provided under this Agreement are made on the basis of Aqueous' experience and qualifications and represent Aqueous' best judgment as an experienced and qualified professional generally familiar with the industry. However, since Aqueous has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Aqueous cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Aqueous.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.