Loureiro

September 8, 2026

Miami Beach Association
PO Box 91
Old Lyme, CT 06371

Attn: Mr. Jack Navaroli

RE: Preliminary Drainage and Flooding Assessment
Miami Beach Area at Swan Brook
Old Lyme, Connecticut

Dear Mr. Navaroli:

In response to your request, Loureiro Engineering Associates, Inc. (hereinafter "LEA" or "Consultant") is pleased to submit this proposal to Miami Beach Association (MBA) to conduct a preliminary drainage and flooding assessment within the Miami Beach, focusing on the area along Swan Brook.

1.0 Project Understanding

1. It is our understanding that the Miami Beach area has experienced a lack of drainage and coastal flooding due to its topography and proximity to Long Island Sound. The flooding has been a combination of coastal flood inundation and flooding of Swan Brook. Swan Brook is a small watercourse that originates north of Route 156 (Shore Road). The brook passes beneath Route 156 (Shore Road) and enters the Miami Beach area near Corsino Avenue. It flows south approximately 2,220 feet where, according to Town of Old Lyme tax mapping, it crosses onto property of the Hawks Nest Beach Club Association, Inc. (located at 21 Avenue A). Approximately 125 feet from the north property boundary, Swan Brook enters twin 36-inch concrete pipes. The pipes pass beneath Hawks Nest Beach and discharge to Long Island Sound at a wood crib structure.
2. The topography of Miami Beach varies from elevation 0 feet at the shore to approximately 20 feet at Route 156 (Shore Road). Along Swan Brook, the elevation is generally flat, from 0 feet where it enters the twin pipes at its southern end to 3 feet near Route 156 (Shore Road). It is also our understanding that high groundwater conditions are prevalent in the area.
3. Much of Miami Beach is in a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area. Two zones are mapped by FEMA within the Miami Beach Association boundaries: 1) Zone VE with an elevation of 13 feet, and 2) Zone AE with an elevation of 12 feet.
4. It is our understanding that in April of 2023, the Town of Old Lyme (the "Town") cleaned the twin 36-inch pipes and conducted repairs to the wood crib structure. A storm in

December damaged the crib structure which has not been replaced or significantly reconfigured since that time.

2.0 Scope of Services

LEA's scope of services consists of a preliminary assessment of drainage and flooding within the MBA boundaries, focusing on the area along Swan Brook. The scope of services for the preliminary assessment includes the following components.

1. Data Review

    - Review available project documents provided by MBA, including civil/site plans, grading plans, drainage plans, utility plans, and any other relevant information.
    - Review flood study documents available from the Town.
    - Review available information regarding reported flooding locations, photographs, maintenance records, or other documentation provided by the Client.
    - Research state and federal databases for elevation data, flood data, flood studies or other related information.
    - Discuss known drainage and flooding issues with representatives from MBA.
    - Prepare basic mapping of the MBA area for use in field identification and data recording.

2. Site Visit

    - Conduct one (1) site visit to MBA to observe existing site conditions along Swan Brook and the adjacent roadways related to drainage and flooding. The visual assessment along Swan Brook will extend from Route 156 (Shore Road) to the entrance at the twin pipes on the property of the Hawks Nest Beach Club Association, Inc. It will include visual documentation of the pipe outlets and crib discharge structure at Long Island Sound. Visual observations will be conducted at both high tide and low tide.
    - Visually evaluate existing stormwater management infrastructure such as catchment areas, roadway catch basins, drains, swales, basins, etc.
    - Visually evaluate grading, drainage features, visible stormwater collection systems, and other readily observable conditions that may contribute to drainage limitations and/or flooding.
    - Document observations with field notes and photographs as appropriate.

    MBA will be responsible for obtaining permission to access properties along Swan Brook for the visual inspection, including Hawks Nest Beach Club Association, Inc. Properties where owners do not grant access will not be accessed/viewed.

3. Engineering Assessment

    - Compile and evaluate available information and field observations to identify apparent factors contributing to the reported drainage and flooding issues.

- Develop preliminary engineering opinions regarding the likely causes of the observed conditions based on the available information.

4. Summary Report

    - Prepare a written report to MBA summarizing the documents reviewed, site observations, and engineering findings.
    - Identify apparent deficiencies or conditions contributing to drainage performance and flooding.
    - Provide recommendations for potential next steps, which may include additional investigation, survey, hydraulic or hydrologic analysis, maintenance activities, or conceptual improvements, as appropriate.

The proposed assessment is limited to a visual inspection of conditions observable from accessible areas at the time of the visit. No excavation, probing, drainage system tracing/inspections, or subsurface exploration will be performed under this scope.

LEA's observations, findings, and recommendations will be based upon conditions observed during the site visit and information made available at the time of the assessment. Because concealed conditions may exist, LEA does not guarantee that all deficiencies or causes will be identified.

Services Not Included

The following services are not included in the scope of services or fees. If required, these services will be performed for additional fees in accordance with a written amendment.

1. Land Surveying or property mapping.
2. Geotechnical investigation or subsurface exploration.
3. Drainage piping or utility locating.
4. Excavation, probing, or destructive testing of any kind.
5. Soil infiltration, permeability, or percolation testing.
6. Hydraulic or hydrologic modeling of the drainage system or watershed.
7. Capacity analysis of existing storm drainage infrastructure beyond visual observations.
8. CCTV inspection, cleaning, or testing of underground storm drain piping.
9. Evaluation of sanitary sewer systems, septic systems, or private sewage disposal systems.
10. Evaluation of groundwater conditions or seasonal high groundwater elevations.
11. Wetland delineation, watercourse determinations, or environmental permitting.
12. Floodplain analysis or flood frequency studies.
13. Review of municipal stormwater system capacity or off-site drainage conditions beyond those readily observable from the project site.
14. Assessment of concealed conditions, including buried structures, hidden piping, or conditions obscured by vegetation, snow, standing water, or stored materials.
15. Opinions regarding latent defects that are not reasonably observable during the site visit.
16. Preparation of construction drawings, specifications, permit applications, or regulatory submissions.

3.0 Fees

Based on our understanding of the project and the services described herein, we propose to complete the Scope of Services for a lump sum fee of $4,500. This fee is inclusive of labor and anticipated Reimbursable Expenses.

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, or if additional services are required due to changes in the scope of services, LEA will inform you in advance of any potential impact to the proposed fees. LEA will not exceed the fees indicated above without prior written authorization from you. Any changes in fee/budgets will be mutually revised by written amendment.

LEA will bill Client monthly and payment in full is due within 30 days of the date of each invoice. The amount invoiced will be based on the progress of the scope of services as a percentage of the Lump Sum fee applicable to the prior month. Interest will accrue on any unpaid balance after 30 days. Client agrees that payment will not be subject to retainage of any kind and will not be contingent upon any type of lien waiver, regulatory approval, project financing, funding commitment or audit. Client understands that LEA's services may be put on hold or terminated if invoices are not paid per this Agreement. In such case, Client waives its rights to delay claims and agrees to release LEA from all liabilities associated with schedule changes and/or project delays of any kind.

A deposit amount of $2,250 is due to LEA prior to the commencement of services. The deposit amount will be applied against final billing unless any payment(s) due exceeds 30 days. In such case, LEA may apply the deposit, or portion thereof, to address such outstanding payment(s) due.

If the LEA or Client terminate services or this Agreement for any reason, LEA shall return to Client after accounting for all outstanding fees and disbursements, the amount of any remaining deposit or any other Client funds held by LEA in trust.

4.0 Schedule

This proposal is valid for 30 days. LEA is prepared to initiate the work described above immediately upon receipt of written authorization to proceed and the deposit amount. We anticipate the scope of services will be completed within 35 business days of written authorization to proceed.

5.0 General Terms and Conditions

The attached General Terms and Conditions apply to all services provided by LEA. In the event the Client issues a purchase order or other instrument related to LEA’s services, it is understood and agreed that such document is for the Client’s internal accounting purposes only and shall in no way modify, add to, or delete any of the attached General Terms and Conditions.

6.0 Supplemental Services

In the event LEA is to prepare for or appear in any litigation on behalf of the Client or is to perform other services not included herein, additional compensation shall be paid to LEA, charges for which will be based upon LEA's fee schedule at the time the additional services are performed.

We appreciate the opportunity to present this proposal and look forward to the opportunity to work with you on this project. Receipt of a signed copy of this proposal, with the accompanying General Terms and Conditions and pre-payment will serve to authorize the work outlined in the scope of services. If you have any questions regarding this proposal, please contact me by email at kaprochorena@loureiro.com or by telephone at 860-418-7342.

Sincerely,
LOUREIRO ENGINEERING ASSOCIATES, INC.

Kurt A. Prochorena, PE
Vice President

Authorization to Proceed

I hereby authorize Loureiro Engineering Associates, Inc. to proceed with the work described in this Proposal and in accordance with the General Terms and Conditions attached hereto. I understand that I will be billed monthly and that payment is due and payable within 30 days of the date of the invoice, with interest accruing at the rate of 1.5% per month thereafter.

_____ _____
Signature Date

_____
Title

LOUREIRO ENGINEERING ASSOCIATES, INC.
General Terms and Conditions

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between Miami Beach Association (CLIENT) and Loureiro Engineering Associates, Inc. (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL
The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be signed by the parties. The CLIENT, as its option, may agree to a modification on CONSULTANT'S terms or to such other terms as the parties may find acceptable.

ARTICLE 2: RESPONSIBILITIES OF THE CLIENT
As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

- Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT's objectives, constraints or standards.
- Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.
- Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE
CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION
For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter. If the Proposal Letter specifies that compensation will be on a time and expense basis and includes an upper limit or "not to exceed" amount, the amount due hereunder shall not exceed the stated maximum amount unless a supplemental Agreement or Amendment approving the increase in the maximum amount has been executed.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed to date by the CONSULTANT under this Agreement. CLIENT agrees to bring to CONSULTANT'S attention in writing any questions regarding CONSULTANT'S invoice within ten (10) days of receipt. In the event that CLIENT does not provide CONSULTANT with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to CLIENT. CLIENT agrees to make payment to the CONSULTANT within thirty (30) calendar days after receipt of the CONSULTANT'S invoice. If an invoice remains unpaid after sixty (60) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full.

In the event that payment for services is not made within thirty (30) calendar days after receipt of the CONSULTANT'S invoice, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

CLIENT shall address payments to:

Loureiro Engineering Associates, Inc.
Accounts Receivable
100 Northwest Drive
Plainville, CT 06062

ARTICLE 5: LIABILITY INSURANCE
CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Workers' Compensation Insurance, including Employer's Liability Insurance for its employees in compliance with statutory limits; Commercial General Liability Insurance with $1,000,000 per occurrence combined single limit and policy aggregate; Business Automobile Insurance, including operation of owned,

non-owned and hired automobiles, with combined single limits for bodily injury and property damage of $1,000,000 per occurrence and policy aggregate; Professional Liability Insurance with $1,000,000 per occurrence and policy aggregate.

CONSULTANT shall furnish to the CLIENT, at their request, certificates of insurance, evidencing the insurance required hereby. All policies required hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the CLIENT in the event of cancellation, reduction or non-renewal of any such insurance.

ARTICLE 6: ESA SERVICES

In consideration of the substantial risks to CONSULTANT in performing Environmental Site Assessment (ESA) services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against CONSULTANT arising out of the performance of the services under this Agreement.

ARTICLE 7: KNOWN OR SUSPECTED ENVIRONMENTAL HAZARDS

In consideration of the substantial risks to CONSULTANT posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, his or her officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CONSULTANT.

ARTICLE 8: SCOPE OF WORK

The CLIENT and CONSULTANT have agreed to a list of basic services that CONSULTANT will provide to the CLIENT, listed in the Proposal Letter. Services not set forth in the Proposal Letter are excluded from the scope of services and CONSULTANT assumes no responsibility to perform such services.

ARTICLE 9: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no other warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 10: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties to the extent such damage is determined to have been caused by the negligent acts, errors or omissions or willful misconduct by Consultant in the performance of its services under this Agreement. Consultant shall not be responsible for any loss, damage or liability arising from negligent or willful acts by the Client or any of its, employees, agents, affiliates or subsidiaries. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties against Consultant arising from or relating to 1) any unknown site condition or subterranean structures of which Consultant does not have actual knowledge; 2) any errors, omissions or inconsistencies in any data, documents, records or information provided by the Client on which Consultant reasonably relied; 3) any breach of contract, tort, error, omission, wrong, fault or failure to comply with applicable law by the Client or any third party over which Consultant has no control; 4) the Client's unauthorized use of plans, reports, documents and related materials prepared by Consultant in performing its services.

ARTICLE 11: PERMITS AND APPROVALS

CONSULTANT shall assist the CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT'S services have been engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include payment of permit fees, special studies, special research, attendance at meetings with public authorities, special testing, or special documentation not normally required for this type of project. CONSULTANT will provide such special services as Additional Services, in accordance with CONSULTANT'S prevailing fee schedule, as authorized by the CLIENT.

ARTICLE 12: MEDIATION

In an effort to resolve any conflicts that arise during the project or following completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation first before arbitration is commenced. Such mediation shall take place within thirty (30) days of such dispute arising. The CLIENT and CONSULTANT 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.

ARTICLE 13: ARBITRATION

Any controversy or claim relating to or arising out of this Agreement, or any breach thereof, which is not resolved by mediation in accordance with ARTICLE 12, shall be resolved by arbitration in the City of Hartford, CT in accordance with the then current Commercial Rules of the American Arbitration Association. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including staff time, administrative costs, attorneys' fees and other related expenses. Any claim brought pursuant to this paragraph shall be filed no later than one year after the date of substantial completion of the services rendered under this Agreement or the expiration of the applicable statute of limitations, whichever is earlier.

ARTICLE 14: DELAYS
CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 15: RESTORATION
The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 16: CHANGED CONDITIONS
The CLIENT shall rely on CONSULTANT'S judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

ARTICLE 17: FORCE MAJEURE
Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes or lockouts; civil disturbances; fires; acts of God; viral or other biologic pandemics; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

If any such force majeure condition occurs and continues for a period of more than seven (7) consecutive days, then the party experiencing such condition shall deliver immediate written notice to the other party which may then elect to: (1) terminate the affected service requested or any party thereof; or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Until written notice is delivered of the force majeure conditions, the other party shall be deemed to have elected option 2

ARTICLE 18: CONFIDENTIALITY
CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees, subconsultants and subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 19: LIMITATION OF LIABILITY
To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT or anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.

CONSULTANT'S goal is to provide you with the answers to your questions regarding what lies below the surface. CONSULTANT employs state of the art electromagnetic signal tracing and radar imaging technologies. However, CLIENT acknowledges that no method of locating underground structures or utilities can ever guarantee 100% accuracy or completeness. CLIENT further acknowledges that, in certain circumstances, CONSULTANT'S results will be based, in part, upon the quality of the data provided by CLIENT, and that the decision to proceed with drilling, excavation or any destructive methods is left entirely up to the CLIENT.

CONSULTANT will not accept liability for inaccurate data provided by CLIENT and CLIENT agrees to release and

indemnify CONSULTANT and its agents and representatives from all losses and damages asserted by CLIENT or third parties which arise from the negligence, carelessness or other misconduct by CLIENT in providing data or in CLIENT'S interpretation of data.

It is the CLIENT'S responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clean and free of obstructions. Delays caused by CLIENT'S failure to do so shall not be the responsibility of CONSULTANT and may result in an increased price.

ARTICLE 20: STATUTE OF LIMITATIONS
All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder must be brought within twelve (12) months from the date of substantial completion of the Scope of Services, unless CONSULTANT'S services shall be terminated earlier, in which case the date of termination of this Agreement shall be used as the accrual date.

ARTICLE 21: EXCLUDED SERVICES
Other services available from CONSULTANT and applicable to the project have been made known and explained to the CLIENT. Where CONSULTANT has deemed a service needed or advisable, CONSULTANT had made this opinion known to the CLIENT and the CLIENT has confirmed his or her opinion that such services are not requested of CONSULTANT and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than CONSULTANT.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S failure to perform a service referenced above and excluded at the CLIENT'S direction.

ARTICLE 22: INFORMATION PROVIDED BY OTHERS
CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 23: RIGHT TO RETAIN CONSULTANTS
CONSULTANT may retain the services of subconsultants when, in CONSULTANT'S sole opinion, it is appropriate and/or customary to do so. CONSULTANT'S use of other consultants shall not be unreasonably restricted by the CLIENT provided that CONSULTANT notifies the CLIENT in advance.

ARTICLE 24: CERTIFICATIONS, GUARANTEES, AND WARRANTIES
CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT'S signing any such certification.

ARTICLE 25: CORPORATE PROTECTION
It is intended by the parties of this Agreement that CONSULTANT'S services in connection with the project shall not subject CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, a Connecticut corporation, and not against any of CONSULTANT'S employees, officers, or directors.

ARTICLE 26: WASTE DISPOSAL
It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 27: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES
CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 28: PUBLIC RESPONSIBILITY

The CLIENT recognizes that both the CLIENT and CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. CONSULTANT will do his or her best to alert the CLIENT to any matter that requires the CLIENT'S immediate action to protect public health and safety or conform to applicable codes, standards, regulations, or ordinances. Should the CLIENT decide to disregard CONSULTANT'S recommendations in these respects, the CLIENT agrees that CONSULTANT has the right to employ his or her best judgment in deciding whether or not to notify public health officials or take other appropriate action. The CLIENT agrees that CONSULTANT shall not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S notifying, or failure to notify, public officials.

ARTICLE 29: REUSE AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 30: TERMINATION

This Agreement may be terminated by either party by ten (10) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party on one days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CLIENT shall within thirty (30) days pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Notice of termination shall be given by the terminating party by hand delivery or by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be computed from the date of receipt of notice.

ARTICLE 31: SUCCESSORS AND ASSIGNS

The CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to 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.

CONSULTANT shall not assign, or transfer any rights or obligations under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the prior written consent of the CLIENT. 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 herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and CONSULTANT.

ARTICLE 32: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 33: NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 34: SEVERABILITY AND SURVIVAL

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 the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 35: INSURABILITY

CLIENT and CONSULTANT agree it is essential that CONSULTANT'S applicable insurance coverage apply to the project involved, for protection of CLIENT, CONSULTANT, and any appropriate third parties that may be involved. Accordingly, CONSULTANT shall have this Agreement reviewed for insurability. Any element of this Agreement which is not insurable or whose insurability is questionable shall be considered null and void, and CLIENT and CONSULTANT shall work together in good faith to replace any such element with another of similar intent,

whose insurability is not in question. Should CLIENT require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, CLIENT shall pay the additional cost, if any, thereof.

ARTICLE 36: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.