

Naval Architect  
1 Bridge Street, Suite 2 SE  
South Dartmouth, MA 02748

Christopher J. Melo

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Marine Engineer

phone: (508) 525 9593

## CONSULTING CONTRACT

THIS AGREEMENT MADE THIS 20 th DAY OF September, 2024 BETWEEN Chappy Community Ferry, Inc., AND Christopher J. Melo, Naval Architect (Consultant)

1. Chappy Community Ferry, Inc. hereby retains Consultant, and the Consultant agrees to perform the following services for Chappy Community Ferry, Inc., (collectively the "Services"): *provide Naval Architecture consulting services related to design and construction of passenger and vehicle ferries to serve the island of Chappaquiddick.*

2. In consideration of the performance by Consultant of the Services under this Agreement, Chappy Community Ferry, Inc. agrees to pay Consultant for its time, material, and Services as follows:

- *\$130 U.S. per hour billed monthly, payment due upon receipt of invoice.*
- *2.5% interest per month or part thereof will be added to balances past due (not received within 30 days of invoice).*
- *No final documents will be delivered until account is settled in full.*
- *Costs for drawings and archival data copies, and / or outside services required for further estimated work and agreed upon in advance to be paid by Chappy Community Ferry, Inc. to the Consultant as invoiced without markup from the provider.*

In addition, Consultant shall be entitled to reimbursement for reasonable and substantiated expenses for travel outside of Dartmouth MA in the course of performance of its duties. Travel time will be billed at 1/2 the agreed hourly consulting rate.

3. This Agreement covers Services rendered during the period from 8/20/24 to 8/20/25. Contractor may suspend further work on the project pending payment of balances past due. This Agreement may be terminated at any time by either party for breach or neglect of duty by the other not remedied within 30 days after written notice by either party. No termination shall prejudice Consultant's rights to payments for Services completed prior to the effective date of termination.

4. All Services shall be performed under this Agreement by Consultant in its capacity as an independent contractor, and not as an agent or employee of Chappy Community Ferry, Inc.. The Consultant shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to compliance with this Agreement and any specifications, schedules, or plans approved by both parties.

5. With respect to the initial scheduling of consulting time, Consultant will make every reasonable effort to accommodate Chappy Community Ferry, Inc. needs and preferences, subject to existing contractual obligations. Contractor cannot impact scheduling of tasks required of other contractors and or regulatory agencies.

6. The Consultant acknowledges that in the course of this Agreement he shall have access to confidential and proprietary information of Chappy Community Ferry, Inc. which Chappy Community Ferry, Inc. may make available to the Consultant (the "Confidential Information") and agrees not to disclose or disseminate the Confidential Information without the express prior written consent of Chappy Community Ferry, Inc. The term "Confidential Information" shall not include such information as is or becomes part of the public domain through no action or omission of Consultant, which becomes available to Consultant from third parties without knowledge by Consultant of any breach of fiduciary duty, or which the Consultant had in its possession prior to the date of this Agreement.

7. Chappy Community Ferry, Inc. acknowledges that no guarantee of findings is stated or implied in this contract and agrees to hold the Consultant blameless for any impact on operations resulting from said outcome. No finding or changes to allowable operations shall prejudice Consultant's rights to payments for Services completed in the course of such findings.

8. All notices under this Agreement shall be sent by first class mail by overnight courier and/or e-mail to the addresses specified below:

To: Chappy Community Ferry, Inc.

Chappy Community Ferry, Inc.  
57 Jeremiah Way  
Edgartown, MA 02539  
e- mail: chappyferrync@gmail.com  
508-274-7430

To Consultant:

Christopher J. Melo  
1 Bridge Street, Suite 2 SE  
South Dartmouth, MA 02748  
e-mail: Cjmelo@aol.com  
508-525-9593

8. All disputes under this Agreement may be arbitrated under the rules of the American Arbitration Association, and any judgments in accordance with the above may be entered in a court of competent jurisdiction.

9. This is the complete agreement and supersedes all prior and contemporaneous understandings relating to the subject matter hereof, may not be amended or modified except in writing, and shall be governed by the laws of the State of Massachusetts.

For Chappy Community Ferry, Inc.:

By: \_\_\_\_\_  
Paul O'Donnell

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher J. Melo, Consultant

Date: \_\_\_\_\_