



April 14, 2025

Patricia Peters
41 Seconsett Island Road
Mashpee, MA 02649

RE: Proposal for Professional Engineering and Land Surveying Services
Project Name: 41 Seconsett Island Road, Mashpee

Dear Patricia,

Cape & Islands Engineering, Inc. (CI) is pleased to provide this proposal to prepare a Septic Design Plan suitable for submission to the local Building Department, Conservation Commission and Board of Health. Also included as part of this proposal is to prepare and represent a Notice of Intent (NOI) permit application to be filed with the local Conservation Commission and Massachusetts Department of Environmental Protection (DEP) along with the associated project staking. This proposal constitutes an Agreement for Services with an estimated budget for your review.

Due to the site conditions and proximity to wetlands, a Board of Health waiver application will be required and has been include as part of this proposal.

An itemized detail shown on the attached contract outlines the work items to be completed, the estimated project duration, and project price. These estimates are based on experience with similar projects and may be subject to change in situations including, but not limited to; requested services beyond proposed scope of work, disturbance/lack of sufficient record monuments to perform required field survey, and discrepancies or errors in record plans or deeds.

It is your responsibility to provide all pertinent information related to the project and notify CI of any historical issues pertaining to property boundary disputes and regulatory or environmental non-compliance conditions.

When you are ready to begin, kindly return (fax, email, or regular mail) one signed copy of the attached proposal with the mentioned retainer, and your work will be scheduled.

We thank you for the opportunity to provide you with these services and look forward to working with you on your project. Should you have any questions or require additional information regarding this proposal, please contact us at 508-477-7272 or mkane@capeeng.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Costa', is written over a light blue horizontal line.

Matthew C. Costa, P.L.S., R.S.,
President

Encl.: Proposal



SCOPE OF WORK

Cape & Islands Engineering, Inc. (CI) offers to furnish the following Scope of Work:

1. Research recorded plans benchmarks, documents and prepare project file setup.
2. Prepare worksheet of compiled plans and deeds for field data collection.
3. Perform field reconnaissance, traverse and topographical survey extending the topographic survey 100' beyond property lines as per Conservation Commission regulations. Locate all wetland resources on the property or within 100' of the subject property. Locate significant landscape features within limit of work area (Wetlands Scientist may be required).
4. Prepare an Existing Conditions Base Plan to be used for project design and permitting plans.
5. Supply backhoe for percolation test (first 2 hours only. Additional hours billed separately if necessary).
6. Perform percolation test and prepare soil evaluation report. If the percolation test takes more than 2 hours of field time, additional charges will apply. The Board of Health percolation test inspection fee is not included.
7. Consult time with Client.
8. Prepare a Septic Design Plan showing the proposed septic system pursuant to current Title 5 standards and local Bylaws. Plan will suitable for submission to the local Conservation Commission, Health Department, and the Department of Environmental Protection (DEP).
9. Arrange an informal meeting with the Conservation Commission Agent to review proposed project.
10. Incorporate results of the preliminary meeting into the final Site Plan for submission to Conservation Commission and review with Client.
11. Consult with Board of Health and/or Agent.
12. Prepare and file Board of Health Permit Application and supporting documents (filing fee not included).
13. Prepare for and attend Board of Health public hearing to present project.
14. Prepare Notice of Intent Application to be filed with the local Conservation Commission and the Department of Environmental Protection (DEP).
15. Prepare project narrative defining the project, wetland resource areas, and the mitigating measures to be used. Prepare supplemental information under local Bylaws pursuant to local Conservation Commission regulations.
16. Request certified abutters list for properties within 100' of site, prepare and mail certified return receipt abutter notifications and affidavit of service to accompany Conservation Commission public hearing notice (postage fees not included).
17. Stake project for regulatory viewing (stakes are not to be used for construction).
18. Prepare for and present project at the Conservation Commission public hearing.
19. Receive, review and record Order of Conditions with Barnstable Registry of Deeds (recording fee not included).

_____ PP



CI proposes to provide these services on an hourly basis according to the attached Standard Fee Schedule and not to exceed the total amount specified. Any services beyond the above stated Scope of Work and total contract price are subject to additional charges.

EXCLUSIONS

The following services and fees are not included as part of this proposal:

1. Additional reproduction costs
2. Filing fees, abutter notification fees, postage and recording fees
3. Wetlands Scientist for wetlands delineation and report if required by Conservation
4. Filing with MEPA for an ENF or EIR if required
5. Construction staking or As-built Location Plan
6. Property line staking
7. Certificate of Compliance once project is completed

SCHEDULE

The estimated duration for your project is 6-8 weeks and will begin on the project start date. Your project start date is scheduled from the date authorized contracts and mentioned retainers are received by CI.

AUTHORIZATION

CI has estimated a budget of \$12,150.00 for services described in the above Scope of Work and exclusive of any and all direct expenses. It is understood and agreed that the foregoing, including the Terms and Conditions attached hereto will constitute the full and complete agreement between Cape & Islands Engineering, Inc. and Patricia Peters for the project referenced as 41 Seconssett Island Road, Mashpee and as per the outlined Scope of Work. This proposal is valid for a period of seven (7) days, and may be considered expired if written acceptance is not received in CI's office within seven (7) days of the specified date.

If the Terms and Conditions contained herein are acceptable, kindly sign and return one (1) copy of this proposal along with the mentioned retainer.

PAYMENT SCHEDULE

The undersigned agrees to the following payment schedule:

- | | |
|--|------------|
| 1. Retainer to be submitted with signed contract | \$4,000.00 |
| 2. Project to be invoiced monthly and/or at project milestones | |
| 3. Project to be invoiced and balance due when NOI application is ready to file with the Conservation Commission | |

Peters, Patricia

Date



CAPE & ISLANDS ENGINEERING, INC.
TERMS AND CONDITIONS

Appended to and constituting a part of the agreement for professional services between Cape & Islands Engineering, Inc. (hereafter referred to as CI) and Patricia Peters (hereafter referred to as Client).

Below are the terms and conditions under which CI will perform the attached Scope of Services. These terms and conditions also outline billing procedures and policies that apply to the Agreement for the duration of the Agreement with CI.

1. Services to be Provided

- 1.1. CI agrees to provide the Client with the services described in the attached Proposal in a responsible, professional manner.
- 1.2. Additional services may be requested by the Client and/or other involved parties and shall be invoiced in accordance with the attached Standard Fee Schedule.

2. Right of Entry

- 2.1. The signing of this contract gives authorization for CI personnel to enter upon the site to conduct site examinations, surveys, soil tests, and other work as required to accomplish the scope of work as described herein. It is understood by the client that these surveys and tests may require the cutting of trees and brush and that the digging of holes for soil tests will cause noticeable and lasting disturbance to the ground. Furthermore, access to the site by heavy machinery may cause disturbance to stone walls and the ground surface. If the client is not the record owner of the site at the time that this contract is executed, it shall be the Client's responsibility to obtain right of entry from the owner of record.

3. Fees

- 3.1. Fees are re-evaluated on a semiannual basis. In the event of an increase, the Client will be notified 30 days in advance. Time is billed on a door-to-door basis as follows:

Engineer/Surveyor	\$150.00 per hour	Permitting Specialist	\$150.00 per hour
Technical Assistant	\$100.00 per hour	Clerical	\$90.00 per hour
Designer	\$150.00 per hour	Survey Crew	\$150.00 per hour

- 3.2. Fees for services and/or hourly rates may be adjusted based upon project specific factors. Such factors may include, but are not limited to: time and labor required, difficulty of services involved, skills required to carry out the services, controversy involved; time schedule imposed by the Client and/or the unique project circumstances, the nature and length of the professional relationship with the Client, and the required level of experience of the consultant(s) performing the services.
- 3.3. Subcontracted services of other consultants will be invoiced at cost plus 20%.
- 3.4. The Client agrees to pay CI in accordance with the rates and charges set forth in section 3.1.
- 3.5. If the services are discontinued for any reason after the execution of the Agreement, all services performed to date shall be compensated at the rates set forth in the attached Proposal and/or Standard Fee Schedule.
- 3.6. Reimbursable expenses are considered additional costs to the Client and are invoiced at cost plus 20% handling. These expenses may include, but are not limited to: facsimile transmission, transportation, postage, delivery charges, expendable project related supplies, meals and lodging. The Client will also be billed for disposable field supplies and/or special equipment, as applicable. Billing for such expenses shall occur on a monthly basis.
- 3.7. All Federal, State and Local filing fees are the responsibility of the Client/Applicant. Information regarding the type and amounts of required filing fees will be furnished to the Client/Applicant in advance. Should CI be requested by the Client/Applicant to furnish these fees, the fees will be invoiced at a cost plus 20% handling.



4. Payment

- 4.1. The mailing address for all payments is as follows: Cape & Islands Engineering, Inc., 800 Falmouth Road, Suite 301C, Mashpee, MA 02649.
- 4.2. Invoices for services shall be submitted on a monthly basis and/or upon the completion of services to be determined at the discretion of CI. All such invoices shall be due and payable within 30 days of receipt.
- 4.3. CI reserves the right to terminate or suspend its services at any time if our fees or charges set forth in the Proposal and/or these Terms and Conditions remain unpaid and we are not able to resolve a satisfactory arrangement for such payment,
- 4.4. The Client acknowledges and agrees that any invoice not paid within the 30 days shall commence to bear an interest charge at the rate of 1½ % per month (18% annum).
- 4.5. If a Client fails to pay an invoice as described above after 60 days, the Client will then be classified as a delinquent account, and all future services may be required to be paid in advance.
- 4.6. If a past due invoice must be forwarded to a collection agent, the Client agrees to pay all costs and expenses associated with the collection action.

5. General Conditions

- 5.1. All services will be performed in a timely manner. It is agreed between all parties that CI cannot be responsible for delays occasioned by factors beyond its control such as weather conditions, regulatory changes or legal interpretations by permitting authorities, nor by factors which could not have been foreseen at the time the agreement was prepared and executed.
- 5.2. Stamped and sealed plans and supporting documents shall be delivered to the Client as specified in the Proposal for Professional Services. All research, field notes, CAD drawings and worksheets remain the property of CI.
- 5.3. All plans and documents prepared pursuant to this Agreement are instruments of service with respect to this project and are subject to copyright protection by CI. They are not intended or represented to be suitable for reuse by the Client and/or other involved parties or on any other Project and shall not be reused, revised or otherwise altered without the express written consent of CI. Any reuse without written consent or adaptation by CI for the specific purposes intended will be at the Client's own risk and without liability or legal exposure to CI; and the Client, or whomever shall reuse said documents, shall indemnify and hold harmless CI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.
- 5.4. Any such consent or adaptation of reuse will entitle CI to additional compensation at rates to be agreed upon by CI and the person or entity seeking to reuse said documents. This section may be specifically enforced by any court or competent jurisdiction by CI which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this Section, together with costs and reasonable attorney's fees in any action brought to enforce the provisions of this Section.

6. Damages

- 6.1. The Client acknowledges that CI is a corporation and agrees that any claim made by the Client arising out of any act or omission of any employee of CI in the performance of this agreement shall be made against the corporation and not against such employee. Any breach of this section shall entitle said employee of CI to, in addition to all other relief, costs and reasonable attorney's fees.
- 6.2. CI will not be responsible for any acts, errors or omissions of any architect, contractor, sub-contractor, consultant or other person or entity performing services on the project. Client agrees to indemnify and hold CI harmless from all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from any such acts, errors or omissions. In cases where new structures or additions are erected, CI will not be responsible for the horizontal or vertical position of such structures if CI did not mark the corners of the structure on the concrete footing (horizontal position) and/or set and clearly identify a bench mark for the foundation or floor elevation (vertical position).