

June 30, 2026

Via email

Joan Fandetti
Bonnet Shores Land Trust
130 Bonnet Shores Road
Narragansett, RI 02882

Re: Professional Land Surveying Services
Boundary Survey & Plan
A.P. N-R, Lots 208, 210 & 211
Moosehead Trail & Bonnet Shores Road
Narragansett, Rhode Island

Dear Joan;

As requested, Waterman Engineering Company is pleased to submit the following proposal to provide professional land surveying services to complete a Boundary Survey & Plan of the above-referenced properties in Narragansett. Based upon our correspondence, a review of the Town land evidence records, previous surveys we conducted nearby and similar projects we have completed in the past, we propose the following scope of services, project schedule and associated professional fees to complete the project, as we understand it.

Waterman Engineering Company is looking forward to assisting you on this project. We will provide you with professional, timely and cost-effective services.

SCOPE OF SERVICES

Boundary Survey

Waterman Engineering Company will conduct the necessary research, fieldwork, computations and drafting to complete a Comprehensive Boundary Survey (Class 1 Measurement Standard) of the above-referenced properties. As part of the survey we will identify easements (if any) that affect the premises and show them on the plan to be prepared as well as improvements, including buildings, fences, walls, parking, visible utility structures, etc. situated on and immediately adjacent to the property. In addition, we will show the current zoning information and other information relevant to the site. Upon completion of the boundary survey, we will monument the property corners and prepare a plan showing the results of the

survey. This plan will be suitable for recording in Narragansett, should you so choose.

A Professional Land Surveyor registered in the State of Rhode Island will supervise the survey work performed on this project by Waterman Engineering Company. It will conform to the standards defined in "435-RICR-00-00-1 of the Rules and Regulations for Professional Land Surveying adopted by the Rhode Island State Board of Registration for Professional Land Surveyors, effective **April 28, 2018.**"

Project Schedule

Waterman Engineering Company will begin the project upon receipt of written authorization to proceed. We would anticipate completion of the survey tasks and plan preparation approximately eight to ten weeks thereafter barring any unforeseen circumstances (ie: weather, property access, Town Hall access, etc.).

Professional Fees

The survey tasks and plan preparation as outlined in the scope of services above will be completed for a lump sum fee of **\$5,450.00**

Any additional work authorized, including surveying additional lots, civil/site plans, engineering, subdivisions, Planning/Zoning/RIDEM/CRMC submissions, setting granite bounds, easement plans / descriptions, testimony, meeting attendance, etc. will be billed at a fee to be negotiated or the following per diem rates:

Principal	- \$ 275.00 / hour
Professional Engineer	- \$ 225.00 / hour
Professional Land Surveyor	- \$ 225.00 / hour
Project Engineer or Surveyor	- \$ 160.00 / hour
Engineering or Survey Technician	- \$ 125.00 / hour
CAD Draftsman	- \$ 115.00 / hour
Clerical	- \$ 75.00 / hour
Survey Crew (conventional equip.)	- \$1,600.00 / day (½ day minimum)
Survey Crew (GPS equipment)	- \$1,800.00 / day (½ day minimum)

All time is billed portal to portal.

All application and recording fees are the responsibility of the client.

Principal & Professional rates are multiplied by 2x for expert testimony / depositions.



Should you have any questions regarding this proposal or require additional information about Waterman Engineering Company or its staff to be assigned to this project, please contact this office.

Please signify your acceptance of this proposal and the attached terms and conditions by signing and returning one copy to this office along with a retainer in the amount of **\$2,000.00**. The total amount of the retainer will be credited to your final invoice.

This proposal is valid for fifteen (15) days and subject to revisions of fees' and / or schedule if accepted thereafter.

Very truly yours,
WATERMAN ENGINEERING COMPANY

Bradford J. Travers

Bradford J. Travers, PLS
President

Accepted by: _____

Date: _____



Waterman Engineering Company

Terms & Conditions

1. Definitions: For the purposes of the Proposal and any addendum to the Proposal, all terms and conditions represented therein, the following definitions shall apply: The "CLIENT" shall be identified by that individual(s), or entity signing the "Authorization to Proceed" line on the proposal attached hereto The "CONSULTANT" shall be identified as **Waterman Engineering Company**, a Rhode Island corporation.
2. Business Hours: Our regular business hours are from 7:00am to 3:30pm, Monday through Friday. Voice mail is a feature of our business telephone line (401) 438-5775 and is available on a 24-hour basis for your convenience. A facsimile (FAX) machine is attached to a dedicated telephone line (401) 438-5773 and is also available on a 24-hour basis for your use and convenience. After hours, in an emergency, a cellular number of (401) 378-0934 may be called. Email communication may be directed to brad@watermanengineering.net.
3. Conferences: Our staff is ready to meet with you to discuss any topic or concern, which may arise during the project. Many times, a simple telephone call is sufficient. Other times, an office or site conference may be more appropriate. Please schedule an appointment with a staff member PRIOR to your arrival at our office. This will enable us to be prepared and available solely for YOUR questions or concerns.
4. Conferences (Non-Business Hours): Evening and weekend consultations are available, should this time be most convenient for you. Formal arrangements for these conferences are necessary, however, and should be scheduled with a minimum two (2) weeks advance notice.
5. Account Balances: We believe that in order to ensure an open, effective working relationship with our Clients, it is essential for all parties to have a mutual understanding regarding payment policies.

Our policy is that all Account Balances remain "current". ACCOUNT BALANCES ARE DUE UPON RECEIPT OF BILLING. Should any questions arise regarding items appearing on your Invoice, please bring it to our attention within ten (10) calendar days of the Invoice date and it will be promptly resolved. This creates an opportunity for you to express any concerns while keeping your account in current status. Where no questions or concerns are presented within the ten (10) calendar days of the Invoice date, we will presume that your payment will be promptly submitted.

6. Terms for Payment of Fees and Expenses: All services are performed on a lump sum or per-hour basis, or a combination thereof, as specified in the Proposal. Balance of any remaining fees and expenses shall be due prior to the release of any portion of the project or project documentation pertaining either to the specified subject site or to any other project or site where balances may be outstanding.

Client shall submit an advance payment or retainer, where stated, prior to the performance of any services indicated. Consultant shall submit Statements and Summaries for services and expenses rendered or anticipated.

Accounts overdue by more than thirty (30) days shall be subject to finance charges of 1.50% per month (18% APR) on any unpaid balance. Accounts overdue by greater than sixty (60) days shall be subject to Consultant's administration fees, court fees, and all legal and/or collection fees and expenses. Accounts overdue by greater than sixty (60) days shall be subject to legal actions, including but not limited to, the attachment of Mechanic's Lien to procure payment and any accumulated expenses associated with the before-mentioned legal actions, including Mediation and/or Arbitration expenses incurred by the Consultant in the collection process.

In the event of termination by either party, the remaining portion of any advance payment(s), less any and all fees and expenses which may have accrued to date, shall be promptly returned to Client, provided that said termination is in accordance with the provisions stated herein. Interest is not paid on advance payment funds.

Any check returned for insufficient funds or other inconsistencies will be subject to all associated bank fees and any associated Consultant expenses.

Consultant reserves the right to receive any and all payments by certified bank check or other means deemed acceptable to Consultant.

State Sales Tax shall be applied to fee and expenses in accordance with those applicable State laws and regulations.

7. Schedule of Fees and Expenses: Our current Fee Schedule is available upon request and is subject to change without prior notice.

8. Retainers / Advance Payments: The Consultant retains the right to maintain an advanced payment balance during the Project to be payable in accordance with the terms and conditions stated herein. Receipt of a retainer or advanced payment(s) or any associated fees without an executed Proposal shall be construed as acceptance of all Proposal terms and conditions outlined and/or referenced in said Proposal.
9. Scheduling Contingencies: All services indicated herein are contingent upon environmental conditions, previous Consultant's scheduling, personnel changes, weather conditions, accidents, and other delays beyond the Consultant's direct control.
10. Proposal Validity/Expiration: The Proposal shall be valid for a period of thirty (30) days commencing from the date of issue, unless otherwise stated. Expired Proposals may be subject to revision and reissue at Consultant's discretion. Expired Proposals may be accepted subsequent to the expiration dated stated at the discretion of Consultant.
11. Change Notices: Changes or revisions to the proposed Initial Scope of Service may be executed by Consultant upon authorization by Client and/or authorized representative. Change Notices shall represent an EXTRA to the Proposal and Total Fee stated herein and shall be subject to all terms and conditions stated in the Proposal.
12. Exclusions To Service: Any substantial activity, service, or expense not specifically addressed and indicated by this Proposal, or subsequent Change Notices, shall be excluded from the Scope of Service. This shall not prevent the Consultant from performing any ordinary, necessary and/or reasonable activities which are consistent with the Scope of Service indicated herein and which are, in the Consultant's opinion, in the best interest of the Client and/or the project.
13. Project Permits and Permit Renewal: It shall be the sole responsibility of the Client to submit and obtain all permits and documentation, as may be required for the project, which are not expressly addressed and indicated herein. In ALL instances, it shall be the sole responsibility of the Client to maintain the project permits as current. Consultant shall be held harmless for any and all damages which may result from the Client's failure to maintain any and all project permits.
14. Project Insurances: Client shall obtain and maintain all necessary and/or required insurances on the subject site and/or project, EXCLUDING Consultant's Professional Liability Insurance and/or Consultant's Worker's Compensation insurance.
15. Ownership of Project Documentation: All project-related documentation are instruments of the Consultant's service for use solely with respect to this project and, unless otherwise provided, the Consultant shall be deemed the Author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. No unauthorized revisions or modifications shall be made to any documentation developed by the Consultant. The Client may request select copies of drawings, specifications, and other documents for information and reference in connection with the Client's use and occupancy of the project. Consultant's drawings, specifications, or other documents shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the Consultant. Our office does NOT normally provide copies of any electronic files and arrangements for such files shall be made prior to execution of contract.
16. Use of Electronic/Digital Files: For documentation purposes, the original "Hard Copy" final drawing(s) shall be retained by the Consultant. In addition, it is understood that the information set forth on the original "Hard Copy" final drawing(s) and copies thereof shall constitute the final and complete product of the Consultant. Due to the potential for modification of data provided in digital format by the user, unintentionally or otherwise, the Consultant reserves the right to remove all indication of its ownership and/or involvement from each electronic display. In all instances, the "Hard Copy" final drawing(s) shall be used as the product provided by the Consultant. The electronic file(s) is/are provided for the convenience of and at the request of the Client and/or Agent. In addition, the information set forth on the electronic file(s) and/or "Hard Copy" final drawing(s) is considered the Consultant's instrument of service and may not be used by the Client or any other individual or firm on other project, for additions to this project or for completion of this project by another design professional, except by agreement in writing and with appropriate compensation to the Consultant. Any such use or reuse by the Client or others, without written verification or CADD adaptation by the Consultant for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to the Consultant. Furthermore, the recipient of the electronic file(s) shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses, including legal fees arising out of, or resulting from, the misuse of or alterations to the data within the electronic file(s).
17. Client Use of Survey Markers: The client, including any agent of the Client, shall not use any survey markers placed or identified at the site by the Consultant for the purpose of construction or the installation of any facility or structure before obtaining verification from the Consultant that the survey markers in question were placed or identified for the intended purpose and are indeed appropriately accurate for the intended use.
18. Proposal Confidentiality/Copyright: The information contained in ALL preceding and subsequent pages is proprietary and confidential and is not to be revealed or utilized except for evaluation of this Proposal and/or in the performance of the services proposed herein. This, however, in no way prohibits the use of this information on behalf of the Client in the event of award to the Consultant.

19. Publication of Documentation: Submission and/or distribution of documents to satisfy official regulatory requirements or for similar purposes in connection with the project is not be construed as lessening the Consultant's stated reserved rights.
20. Termination By Parties: Either party may terminate the Proposal. The request for termination shall be submitted in writing by Certified Mail to the opposite party a minimum of sixty (60) days prior to the requested date of termination. In the event that said opposite party refuses to terminate or refuses to accept any notice of termination, Proposal shall terminate ninety (90) days subsequent to receipt of any notice to terminate or the date of attempted delivery of same. Terminations initiated by the Client shall be subject to a minimum administration fee of five hundred (500.00) dollars.
21. Consultant's Standard of Care: Consultant shall prepare project documents and perform services for Client utilizing the ordinary and reasonable skill and care usually exercised by similar professionals prevailing at the time and place the service is rendered. Consultant makes no other guarantees and/or warranties, express or implied.
22. Limitations on Consultant's Liability In the performance of any services represented herein, the Consultant's responsibility and liability for losses or expenses shall be limited to the actual damages OR the amount recoverable under insurance insuring the Consultant for such losses and expenses at the time that the services are rendered, whichever is the lesser amount.

It is expressly understood that in the performance of any services represented herein, the Consultant's responsibility and liability for any error in design shall not exceed the original contract cost of the work which must be removed. The Consultant's responsibility and liability for any omissions in the design, which may result in additional work, shall not exceed the cost of modifying the existing work to accept said additional work To the extent that there is not work in place, the Consultant shall have no responsibility or liability for any costs or sums paid on account of said additional work The Consultant shall not be liable or responsible for any cost or any change which results in the addition of previously omitted work or for any improvement or betterment to the original project documents or for any change requested by the Client. Under no circumstances shall the Consultant be liable to the Client for any indirect, special, or consequential damages, including but not limited to loss of use, loss or profit, or claims for delay damages made by Contractor(s) or Subcontractor(s).

23. Third Party Contract Not Created: Nothing contained herein shall create a contractual relationship with, or cause of action in favor of, any third party against either the Client or the Consultant.
24. Interruption of Consultant Services: In the event that the terms and conditions represented herein are violated by Client, including the Client's agents or assigns, the Consultant shall retain the right to suspend any and all services subsequent to the date of violation The Consultant shall be held harmless for any and all damages which may result from this suspension, provided that said suspension is in accordance with the conditions set forth herein Fees and expenses incurred by the Consultant and associated with the preparation for rendering services shall become the responsibility of the Client and shall be payable in accordance with terms stated herein.
25. Mediation: If a dispute arises out of or related to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions between the parties, the parties agree to first endeavor to settle any dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, before having recourse to arbitration or a judicial forum. Costs for any mediation shall be borne by the party initiating the dispute. This form of settlement shall take place in Rhode Island and under the laws of said state.
26. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, any which cannot be settled through direct discussions between the parties or cannot be settled by mediation as above-referenced, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction there over Costs for any arbitration shall be borne by the party initiating the dispute This form of settlement shall take place in Rhode Island and under the laws of said state.
27. Right of Entry: Client hereby agrees to grant the Consultant the Right of Entry to enter upon the subject site to perform services as represented herein or subsequently represented on authorized Change Notices. In instances where the Client may not be the owner of the subject site, the Client shall obtain the permission of the owner(s) of the subject property and Consultant will presume that, upon the execution of the Proposal, said permission has been granted to Client. Client is hereby advised that certain technical procedures may permanently alter the condition of the subject site and/or cause unintentional damages. Client agrees to hold Consultant harmless for any and all alterations and/or any and all unintentional damages to the condition of and/or improvements located on the subject site, including, but not limited to, any and all subsurface damages.
28. Hazardous Substances: As may be applicable to the services specified herein, the Client agrees to hold the Consultant harmless for any and all damages which may arise related to the presence of hazardous waste, substances or materials on the subject site and/or from the failure of the Consultant to identify such substances, unless identified in the Scope of Services for the project.

29. Technical Information Provided By And Developed By Others (This Represents A Limitation on Consultant's Liability): Information provided to the Consultant by the Client, including Client's agents, and/or used by the Consultant, which has been prepared by others could contain errors or omissions over which the Consultant has no control and, therefore, is unable to assure the sufficiency or accuracy of such information (for example, the use of existing survey data or soil testing developed by another technical firm). The Client, all heirs and assigns, waives any claim against the Consultant and agrees to defend, indemnify and hold the Consultant harmless from any claim or liability for injury or alleged loss arising from errors, omissions or inaccuracies in documents or other information provided to the Consultant by the Client, including Client's agents, and/or as developed by others and utilized by the Consultant on the project. The Consultant will be compensated by the Client at the prevailing fee and expense reimbursement schedule for time in defense of such a claim.
30. Traffic Safety: In the event that a Federal, State, or Town agency requires that the Consultant have on-site, as a result of any work being performed on or near a Federal, State, or Town road, highway, and/or right-of-way, designated traffic detail officer(s) and/or flag person(s), any and all fees associated with these special details shall be the responsibility of the Client.
31. Use of Subcontractors: Consultant may include or contract with certain other professionals as project personnel and as may be required to complete the project. These professionals may include engineers, legal advisors, biologists, architects, landscape architects, etc. The Client hereby acknowledges that other professionals may be involved in the project. The Consultant will advise as to the members of the project team, where appropriate.
32. Basis of Decisions: Consultant advises that the services indicated herein are not necessarily based upon pure science, but more upon judgmental considerations. In many instances, the opinions represented by Consultant and/or other project professionals may be subject to review and modification by the staff of Federal, State, and/or local agencies, which may present contrary and prevailing opinion(s).
33. Revisions To Policies of Governmental Agencies: The routine modification of any Federal, State, and/or local agency policies, especially those policies not set forth in writing, may increase the project's scope of services and any projected fees and expenses.
34. Status of Previously Employed Design Professionals: By the execution of the agreement, the Client acknowledges that any and all other design professionals who may have previously been employed on the project have been terminated and that said termination has been in writing. In those instances where there may currently be other design professionals employed on the project, the Client shall submit a full and accurate listing of these design professionals to the Consultant. In any instance where a currently employed or previously employed design professional is owed money as a result of any aspect of their employment, the Client shall submit a full and accurate statement of circumstances to the Consultant prior to the execution of the agreement.
35. Proposal As Entire Agreement: The Proposal shall represent the entire and integrated agreement between the Client and the Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral.
36. Disclosure of Potential Conflicts of Interest: The Client(s) is hereby advised that the Consultant may serve on a number of Boards and Commission which could affect the project. These positions may affect the project in that the Consultant may not be available to represent the Client before those Boards. The Client shall, prior to execution of the Proposal, express any concerns regarding the anticipated effect of these, or other, positions that may be held by the Consultant.
37. Site Photographs: Client agrees to allow the Consultant to photograph any and all aspects of the project and all rights to any and all photographic materials shall reside with the Consultant.