

August 6, 2025

Michael Johns  
Town Administrator  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

Re: *Boxborough Fire Headquarters, Amendment #8, Site Analysis*

Dear Mr. Johns:

Thank you for the opportunity to allow our design team to continue to provide the Town of Boxborough with services in conjunction with the Fire Headquarters project. We are pleased to submit this amendment proposal for site analysis. This proposal is based on a generic site, when a site is selected Context and our consulting engineers will adjust this proposal based on the conditions of the proposed site.

### **Site Analysis – (4 weeks)**

- Develop 1 to 2 test-fits using the building footprint produced for 72 Stow Road.
- Consulting engineers will prepare an existing conditions plan using available GIS data depicting compiled property lines, contours, wetlands, buildings, FEMA floodplain information, watershed protection zones, natural heritage and endangered species locations.
- Consulting Engineers will also use the Natural Resources Conservation Services website to obtain mapped information regarding preliminary soils information for the proposed site.
- Wetlands Review as required for the proposed site. Review mapped wetlands information and compare to actual site observations. Engineers will compile a sketch map and brief memorandum to describe observations.
- Traffic engineers will provide a comprehensive Traffic Impact assessment. (Up to two intersections)
- Soil testing to observe soil conditions for the suitability for an on-site septic system as well as stormwater management.
- Consulting Engineers will provide one conceptual site plan including building footprint, access driveways, parking spaces, general grading, schematic stormwater and utility design based on best practices.
- Due diligence report.

**Total (Time and Materials, NTE)** \$87,000

## CONSIDERATIONS

- Normal expenses including small print volume, telephone, postage/shipping and travel are included in the fees above. Printing for Owner or OPM submissions is limited to 6 sets. Permitting application fees, additional printing and other expenses will be invoiced at cost plus 10%.



#### EXCLUSIONS

- Survey
- Wetlands Delineation
- Permitting/Board attendance
- Endangered species identification
- Any services not explicitly noted in this proposal or the consultant's proposal attached are excluded and would be available to be performed for an additional fee.

Hourly rates are subject to change each year. Our 2025 billing rates for architectural services are as follows:

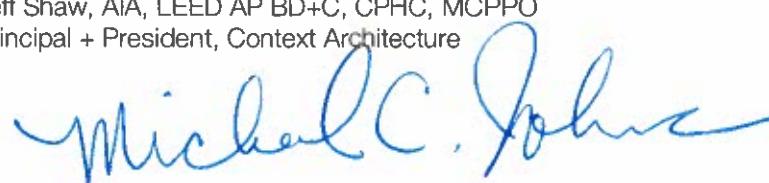
- Principal: \$360/hour
- Project Manager: \$250/hour
- Project Architect/Coordinator: \$200/hour
- Job Captain: \$185/hour
- Senior Designer: \$150/hour
- Designer: \$135/hour
- Senior Administrative Support: \$305/hour

Thank you for the opportunity to submit this proposal.

Sincerely,



Jeff Shaw, AIA, LEED AP BD+C, CPHC, MCPPO  
Principal + President, Context Architecture

 8/6/2025

July 15, 2025

Mrs. Emily Mowbray, LEED AP  
Context Architecture  
65 Franklin Street  
Boston, Massachusetts 02110

RE: Proposal for Due Diligence Service  
New Fire Station, Boxborough, Massachusetts  
Fuss & O'Neill Reference No. 20250781.A10

Dear Ms. Mowbray:

Fuss & O'Neill, Inc. has prepared this proposal to provide Context Architects (Context) with engineering, design, and consulting services for the above referenced project. It is our understanding that Context has entered into an agreement with the Town of Boxborough (Boxborough) and Fuss & O'Neill will be a sub-consultant to Context Architecture for the project.

## Project Understanding

Fuss & O'Neill has prepared this proposal based upon discussions with you on July 9, 2025. We understand you wish to have a proposal prepared for due diligence services related to site evaluations for a new fire station. As discussed during our conversation, not every site is the same. Therefore, the pricing that is associated with each service may vary depending on the specifics of each location. We reserve the right to refine the scope and fees described below based on the specifics of each individual site.

## Scope of Services

### Task 1 – Civil Engineering Due Diligence

Fuss & O'Neill will perform due diligence studies to assess the site described above. We will prepare an existing conditions plan using available geographic information systems (GIS) data depicting compiled property lines, contours, wetlands, buildings, FEMA floodplain information, any watershed protection zones, natural heritage and endangered species locations, and any other information that is pertinent to a specific site. We will download the relevant data layers described above, convert them to CADD files, and assemble them into an existing conditions CADD file. We will provide Context with a pdf of the existing conditions plan.

In addition to the preparation of an existing conditions plan, we will perform research on the Natural Resources Conservation Services website to obtain mapped information regarding soils information on each site. Although the NRCS website mapping is not as accurate as performing test holes on borings on site, this information is fairly

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accurate for understanding soil conditions that are to be used for stormwater management as well as providing valuable information to be used prior to performing test holes to be used for the design of on-site sewage disposal systems.

### **Task 2 – Wetlands Review**

Fuss & O'Neill wetland scientists will visit locations that are being studied as a potential site for a new fire station. Each site is different. Therefore, we cannot give an estimated fee for wetlands review services. Some sites may contain significant wetlands while others may not contain any wetlands. We understand these visits are not for the purposes of delineating wetlands. Rather, a Fuss & O'Neill wetland scientist will review the site using online mapped wetlands resources. Our wetlands scientists will compare the mapped wetlands lines against observed field conditions. Following the site visits, we will compile a sketch map and brief memorandum to describe our observations. For purposes of this proposal, we have assumed all on-site visits will be performed in one day. In the event the site being studied contains significant wetlands or is very large, additional field days may be required.

### **Task 3 – Traffic Impact Assessment**

Fuss & O'Neill traffic engineers will perform a traffic study to support the project. The scope of services provided here is generic in nature and includes a traffic study that analyzes two intersections. The size and scope of each traffic study is dependent on the project's location. Therefore, a site-specific scope is required for each potential site. A typical scope of services is described below:

#### **Task 3.1 – Traffic Data Collection**

1. Compile automatic traffic recorder counts for a minimum of forty-eight (48) hours to gather weekday traffic volume and speed data in the vicinity of the site.
2. Compile manual turning movement and vehicle classification counts for up to two intersections. Counts will be performed for a two-hour weekday morning peak period (7:00 AM to 9:00 AM) and a two- and half-hour weekday evening period (4:00 PM to 6:30 PM).

#### **Task 3.2 – Traffic Impact Assessment**

1. Visit the site and observe existing traffic flow and characteristics.
2. Obtain available studies from previous developments in the area.
3. Review preliminary site layout plans for access and circulation.
4. Gather physical and operating information for area roadways, including traffic volumes, roadway

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geometrics, and traffic operating parameters from previous studies conducted in the area and/or by the MassDOT, Town of Boxborough, as well as by field observation.

5. Seasonally adjust the existing 2025 traffic volumes to average-month conditions, if necessary, based on available MassDOT traffic volume data.
6. Obtain accident data for the study area intersections from the files of the MassDOT or from the Boxborough Police Department for the most recent five-year period or as available.
7. Estimate future No-Build traffic volumes from historical traffic counts and from information on recently approved or proposed projects. Increases in background traffic growth will then be established and applied to the existing traffic-flow networks to develop the base future No-Build analysis networks.
8. Estimate traffic generated by the project. Trip generation will be established based on the latest ITE Trip Generation manual.
9. Estimate emergency vehicle response times from the proposed site to various points within the Town.
10. Assess volume-to-capacity (v/c) ratios and level of service (LOS) for existing and future conditions at the study area intersections and the proposed site driveway (s). The traffic analysis will be based on the existing street system and any planned roadway improvements. The extent and nature of any system deficiencies will also be identified. The analysis method will use the accepted HCM program as requested by the Executive Office of Energy and Environmental Affairs and MassDOT state agencies. The following analysis conditions will be examined for the weekday morning and weekday evening peak hours:
  - a. Existing conditions – 2025
  - b. Future conditions without the proposed project (No-Build condition – Horizon year 2032)
  - c. Future conditions with the proposed project (Build condition – Horizon year 2032 unmitigated)
  - d. Future conditions with the proposed project (Build condition – Horizon year 2032 mitigated, if necessary)
11. Based on the collected speed data, assess sight distances at the proposed site driveway intersection with the road. As necessary, identify measures to provide adequate sight distances.

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12. Evaluate and identify possible mitigating measures to minimize the impact of site traffic on the study area intersections. Traffic mitigation may include the following typical measures:

- a. Roadway widening (for an exclusive turn lane, etc.)
- b. Traffic signal modifications (timing, phasing, coordination, equipment, etc.)
- c. Signing
- d. Pavement markings
- e. Sidewalk and crosswalk construction/upgrade
- f. Traffic calming measures
- g. Bicycle facilities
- h. Streetscape improvements
- i. Sight distance improvements
- j. Transportation demand management measures
- k. Fair-share dollar commitments

13. Prepare a draft report summarizing the results of the analysis for development team review.

14. Prepare a final report incorporating comments on the draft study for development team use.

### **Task 3.3 – Meetings**

Fuss & O'Neil will attend meetings in the Town of Boxborough on an hourly basis in support of the local approval process. Three in-person public meetings have been budgeted.

### **Task 4 – Soil Testing**

Fuss & O'Neill will observe soil testing to observe soil conditions for the suitability for an on-site septic system as well as stormwater management best management practices. For soil testing required to determine the suitability of soils for on-site sewage disposal systems, all test holes are required to be observed by the Board of Health Agent. Percolation tests are only permitted by the Town between the dates of May 30 through November 1 of each year. We will coordinate with the Board of Health Agent to arrange the day and time of the test holes. We will mark the site and call DIG SAFE three days prior to the excavation of test holes. We will also coordinate with the Town to provide an excavator to dig the test holes. A Fuss & O'Neill licensed soil evaluator will be present on site to direct the excavator, observe the test holes, perform percolation tests, and log each of the test holes.

Performing test holes to confirm soil conditions for purposes of constructing stormwater management facilities does not require observation by the Board of Health agent. These test holes will need to be marked and called into DIG SAFE three days prior to excavation. A Fuss & O'Neill licensed soil evaluator will be present on site to direct the excavator, observe the test holes, and log each of the test holes.

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We understand the Town of Boxborough will provide an excavator and operator for the excavation of test holes. Since these test holes will be performed by the Town for a Town project, we expect that any observation fees will either be waived or paid directly by the Town of Boxborough.

### **Task 5 – Conceptual Site Plan Preparation**

Based on the existing conditions plans developed as part of Task 1 above, we will prepare one conceptual site plan utilizing information provided by Context and the Town of Boxborough. The conceptual site plan will include the layout of the proposed project including the building footprint, access driveways, parking spaces, sidewalks etc. The project will generally show concept grading based on the topographical contours downloaded from available online sources. The conceptual plans will also include a schematic stormwater and utility design. No hydrologic or hydraulic calculations will be performed as part of the preparation of the conceptual site plan. We will depict locations and concept sizes of any stormwater best management practices based on standard engineering practice.

We will provide one copy of the concept plan to Context and the Town of Boxborough for their review and comment. We will provide one round of revisions to the conceptual plan based on these comments and provide a revised site plan.

### **Task 6 – Due Diligence Report**

Fuss & O'Neill will prepare a concise Due Diligence Report based on the items described above. The report will generally describe site existing conditions, site limitations and encumbrances, summary of on-site soil conditions, summary of the traffic studies, description of the site plan and cost estimates. We will also include a permitting summary for the project. The deliverables described above in the previous tasks will be appended to the Due Diligence Report.

We will provide one draft copy of the Due Diligence Report for review and comments. Following the receipt of comments on the report we will make one set of revisions to the report and resubmit the final draft of the report.

### **Task 7 – Meetings**

Fuss & O'Neill will participate in up to five (5) virtual calls with Context and the Town of Boxborough. We will participate in up to four (4) in-person meetings with Context and the Town of Boxborough.

### **Assumptions**

This agreement has been prepared assuming the following:

- A. This proposal is intended to provide scope and fees for planning purposes only. Fuss & O'Neill will provide a more specific scope of services pertaining to specific sites as they are studied by the Town.

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July 15, 2025

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- B. Conceptual architectural plans, building elevations, and other details necessary to understand the proposed buildings, as well as building utility services sizes and locations, will be provided to Fuss & O'Neill to allow proper coordination of site design.
- C. Survey services are not included in this proposal.
- D. Wetland delineation services are not included in this proposal.
- E. Context will need to provide building program information in order for Fuss & O'Neill to perform rough sizing of on-site septic systems.
- F. If Fuss & O'Neill is not selected for one or more services (e.g., survey, etc.), we must confirm that there is not scope overlap or a scope gap with another firm. If this is the case, our proposal will be adjusted accordingly.
- G. Landscape architecture services are not included in this proposal. Any landscape architecture services can be provided as an additional service.
- H. Site renderings are not included in this proposal.
- I. The traffic impact assessment scope of work and fee is based on a study of two intersections. A traffic study that requires analysis of more than two intersections can be provided for an additional fee.
- J. Pre-cast segmental concrete retaining walls will be depicted on the plans where needed. Retaining walls requiring the seal of a registered professional engineer (e.g., cast-in-place concrete walls) are not included in this proposal.
- K. Cost estimating services are not included in this proposal.
- L. Site lighting and electrical plans are not included in the proposal.
- M. Fire flow tests and water service size determinations are not included in this proposal.
- N. Detailed design of sewage and water pump stations, and their appurtenances, is not included in this proposal.
- O. Preparation of specifications are not included in this proposal.
- P. Permitting services are not included in this proposal.
- Q. Construction administration services are not included in this proposal.

## **Schedule**

Fuss & O'Neill is prepared to begin the above scope of work within two (2) weeks of receipt of a signed Authorization to Proceed, weather permitting. We will work with you to develop a mutually agreed upon schedule for project deliverables.

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## **Fees**

We propose a budget be established for professional services in support of this effort as outlined below. The estimated fees are intended to provide a range of estimated prices per service. In the event Context and the Town of Boxborough wish to proceed with any of the services described above, Fuss & O'Neill will send a subsequent proposal describing services tailored for a specific site.

<b>Task</b>	<b>Basis</b>	<b>Estimated Fees</b>
Task 1 – Civil Engineering Due Diligence	Estimated	\$4,000-\$6,000
Task 2 – Wetlands Review	Estimated	\$5,000-\$7,000*
Task 3 – Traffic Impact Assessment	Estimated	\$15,500 – \$18,500
Task 4 – Soil Testing	Estimated	\$4,500-\$5,500*
Task 5 – Conceptual Site Plan Preparation	Estimated	\$9,000-\$12,000
Task 6 – Due Diligence Report	Estimated	\$7,000-\$10,000
Task 7 - Meetings	Estimated	\$7,000-\$9,000
	<b>Total</b>	<b>\$52,000-\$68,000</b>

\*Indicate rates for one field day for a wetlands scientist and/or soil scientist with prep work and preparation of field reports following the field work. In the event multiple days are required, there will be economies of scale as both field time and field report time will likely be reduced.

Hourly and additional services outside the final scope of services will be provided according to the Rate Schedule in effect at the time of authorization. A current copy is attached.

Rates are subject to bi-annual adjustments in July and January. Additionally, rate increases may be required due to market conditions. These adjustments ensure that our pricing remains competitive and reflective of current market conditions.

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

## **General Terms and Conditions**

The attached General Terms and Conditions will apply to the services described above.

It is our understanding that Context will enter into an agreement with the Town of Boxborough and that Fuss & O'Neill will be a sub consultant to Context for the project. We have assumed that our contract with Context will be prepared on AIA Document C401 "Standard Form of Agreement Between Architect and Consultant". Fuss & O'Neill reserves the right to review and negotiate the terms of our contract, including the "Prime Agreement" prior to starting the work.

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Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state, and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services. Fuss & O'Neill will not work in advance of the executed authorization to proceed.

Thank you for requesting engineering service from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,



Scott D. Turner, PE, AICP, LEED AP ND.  
Associate

Reviewed by:



Kevin M. Sullivan, P.E., LEED-AP  
Vice President | Office Manager

/rlz

Attachments: Authorization to Proceed  
General Terms and Conditions  
Rate Schedule

## Authorization to Proceed

Scott D. Turner, PE, AICP, LEED AP ND.

Associate

Fuss & O'Neill, Inc.

108 Myrtle Street, Suite 502

Quincy, MA 02171

RE: Proposal for Due Diligence Service  
New Fire Station, Boxborough, Massachusetts  
Fuss & O'Neill Reference No. 20250781.A10  
Budget: **\$52,000-\$68,000**

Dear Mr. Turner:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated July 15, 2025. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Printed Name	Date
Signature	Title

**Context Architects – Please complete the following:**

*Submit invoice as follows (✓ one →):	<input type="checkbox"/> Mail	<input type="checkbox"/> Email	<input type="checkbox"/> Online
Billing Contact:	Name/Title: Address: Phone/Email:		
Accounts Payable Contact:	Name/Title: Address: Phone/Email:		
Purchase Order Number:			

\* Indicate address, email address, and website link if different than already provided.

**GENERAL TERMS AND CONDITIONS**

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Context Architects (Client) and Fuss & O'Neill, Inc. (Consultant) dated July 15, 2025 in respect of the Project described therein.

**1.0 GENERAL**

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**2.0 MEANING OF TERMS**

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

**3.0 CLIENT'S RESPONSIBILITIES**

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

**4.0 REUSE OF DOCUMENTS**

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including

but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

## **5.0 OPINIONS OF COST**

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

## **6.0 SUCCESSORS AND ASSIGNS**

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. 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.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## **7.0 MEDIATION**

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

## **8.0 PURCHASE ORDERS**

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede

any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

## **9.0 SUBCONSULTANTS**

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

## **10.0 INDEMNIFICATION**

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

## **11.0 LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

**12.0 STANDARD OF CARE**

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

**13.0 CHANGES OR DELAYS**

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

**14.0 PAYMENT**

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. 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. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

**15.0 TERMINATION**

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

**16.0 CONTROLLING LAW**

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

**17.0 SUBSURFACE INVESTIGATIONS**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

**18.0 HAZARDOUS MATERIALS TESTING**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

**19.0 LITIGATION AND ADDITIONAL WORK**

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

**20.0 INSURANCE**

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/ subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

**21.0 SALES TAX EXEMPTION CERTIFICATE**

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

**22.0 PERIOD OF SERVICE**

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

**23.0 NOTICE REQUIREMENTS**

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

**24.0 PROPRIETARY RIGHTS OF CONSULTANT**

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

**25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS**

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

**26.0 CONSTITUENTS OF CONCERN (COC)**

Consultant shall consider applicable regulations and standards applying to COC at that time in the locale where the Site is located, consistent with the standard of care. It is acknowledged by both parties that the consultant's scope of services does not include any services related to unregulated COC or emerging contaminants at the present or at any time in the future. Unregulated COC and emerging contaminants will only be considered at the written request of the client, upon which fee and schedule shall be equitably adjusted. Consultant shall not be liable for any regulation changes that may impact written work product, designs, or remediation solutions, regardless of the source of or reason for such changed conditions.

## STANDARD BILLING RATES

Effective January 1, 2025

Engineering & Safety Professionals		Rate	Environmental		Rate
Engineer I		\$ 145	Environmental Engineer/Scientist I		\$ 140
Engineer II		\$ 155	Environmental Engineer/Scientist II		\$ 150
Engineer III		\$ 185	Environmental Engineer/Scientist III		\$ 175
Sr. Engineer I		\$ 200	Sr. Environmental Engineer/Scientist I		\$ 185
Sr. Engineer II		\$ 215	Sr. Environmental Engineer/Scientist II		\$ 210
Sr. Engineer III		\$ 230	Sr. Environmental Engineer/Scientist III		\$ 215
Engineering Principal		\$ 235	Environmental Principal		\$ 225
Landscape Architecture			MEP		
Designer/Planner I		\$ 130	MEP Engineer I		\$ 160
Designer/Planner II		\$ 140	MEP Engineer II		\$ 175
Designer/Planner III		\$ 165	MEP Engineer III		\$ 205
Sr. Designer/Planner I		\$ 180	Sr. MEP Engineer I		\$ 230
Sr. Designer/Planner II		\$ 190	Sr. MEP Engineer II		\$ 240
Sr. Designer/Planner III		\$ 205	Sr. MEP Engineer III		\$ 240
LA Designer/Planner Principal		\$ 215	MEP Principal		\$ 245
Transportation			Water Infrastructure & Wastewater		
Transportation Engineer I		\$ 155	Water Engineer I		\$ 155
Transportation Engineer II		\$ 170	Water Engineer II		\$ 165
Transportation Engineer III		\$ 205	Water Engineer III		\$ 195
Sr. Transportation Engineer I		\$ 230	Sr. Water Engineer I		\$ 205
Sr. Transportation Engineer II		\$ 240	Sr. Water Engineer II		\$ 230
Sr. Transportation Engineer III		\$ 245	Sr. Water Engineer III		\$ 235
Transportation Principal		\$ 255	Water Principal		\$ 240
Technical Support Professionals			Administrative & Support Professionals		
Technician I		\$ 120	Researcher, Clerical		\$ 100
Technician II		\$ 130	Project Accountant		\$ 120
Technician III		\$ 135	Subject Matter Expert		\$ 125
Surveyor Crew Chief		\$ 105	Vice President		\$ 250
Surveyor		\$ 160	Senior Vice President		\$ 280
Senior Surveyor		\$ 200			
Expert Witness					
Litigation Support - Research		\$ 225			
Litigation Support - Expert Testimony		\$ 345			

**DIRECT CHARGE SCHEDULE**

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost

## 2025 FIELD EQUIPMENT RATE SCHEDULE

<b>Daily Rate</b>		<b>Weekly Rate</b>	
Air Sampling Pumps	\$ 15	Hydrogen Sulfide Sensor & Data Logger	\$ 206
All Terrain Vehicle	\$ 100	Transit Time Flowmeter	\$ 520
Bladder Pumps	\$ 25	Water Level Indicator	\$ 15
Boat	\$ 50		
Combustible Gas Indicator (CGI)	\$ 110		
Concrete Coring Machine	\$ 250	<b>Monthly Rate</b>	
Cone Penetrometer	\$ 25	Transit Time Flowmeter	\$ 1,706
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15		
Generators	\$ 50		
Hammer Drill	\$ 50	<b>Per Sample</b>	
Hand Auger	\$ 25	Soil/Sediment VOC Supplies (Terra Core)	\$ 2
IAQ Meter	\$ 80	Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10
Interface Probe	\$ 25		
Infiltrometer	\$ 25		
Low Flow Controller	\$ 50		
Metal Detector	\$ 25		
Moisture Meter	\$ 80		
Mold Air Pump	\$ 15		
Multimeters (YSI-600)	\$ 85		
Confined Space Meter (Multi-Gas Meter)	\$ 50		
Particulate Monitor	\$ 155		
Peristaltic Pumps	\$ 20		
Petro Flag Sample	\$ 25		
Photoionization Detector (OVM/PID)	\$ 75		
Soil Gas Sampling Equipment	\$ 100		
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260		
Survey Levels	\$ 30		
Survey GPS Submeter Receiver	\$ 50		
Survey GPS VRS Subcentimeter	\$ 100		
Survey Robotic Total Station	\$ 100		
Total Organic Vapor Analyzer	\$ 65		
Tracer Dye Flow Dilution Equipment	\$ 1,600		
Transit Time Flowmeter	\$ 130		
Turbidity Meters	\$ 15		