

October 22, 2025

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

Re: Boxborough Fire Headquarters, Amendment #10, Site Analysis, Test Pits & Borings at 984 and 1300 Mass Ave

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, test pits and borings at 984 and 1300 Massachusetts Avenue.

Site analysis and Geotech services will be performed by Fuss & O'Neill and McPhail Associates under the management of Context Architecture. During the Site Analysis period, Context Architecture will attend two (2) virtual working group meetings. Context Architecture and our consultants will perform the following tasks:

Summary Memorandum 1300 Massachusetts Avenue (Fuss & O'Neill):

- Civil Engineers will prepare a site narrative for the use of the FSBC and the cost estimator to provide estimated costs for the preparation of the site for use as a fire headquarters.
- Meet with consultants.
- Present findings to the FSBC.

Fee: \$3500

Geotechnical Exploration- 984 Massachusetts Avenue:

- Subsurface exploration consisting of 1 day of test pits and borings
 - Layout test pit boring locations, notify DigSafe.
 - Subcontract with a drilling contractor to perform borings
 - Monitor the explorations and obtain representative soil samples.
 - Perform laboratory tests.
 - Prepare a memorandum documenting the subsurface conditions, provide conceptual foundation design recommendations and discuss foundation construction considerations.
- Provide information to cost estimator for their use and present findings to the FSBC.

Fee (Lump Sum): \$22,000

Extra Day Boring Contingency: \$5,500

Fee: \$27,500

Cost Estimate for Site Work:

- Provide documentation to the Cost Estimator.
- Review and adjust estimates as needed.
- Present estimates to the FSC.

Fee: \$4,500



Continued Meeting Support (Thru Dec 20th, 2025)

- Attend 8 working group meetings (virtual)
- Attend 5 FSBC meetings and Special Town Meeting (in-Person)

Fee: **\$7,500**

Total Fee (Lump Sum) **\$43,500**

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


10/23/25

October 17, 2025

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

Re: Boxborough Fire Headquarters, Amendment #9, Site Analysis 984 Mass Ave

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 at 984 Massachusetts Avenue.

Site analysis will be performed by Fuss & O'Neill under the management of Context Architecture. During the Site Analysis period, Context Architecture will attend four (4) virtual weekly working group meetings and two (2) in-person Building Committee meetings. Context Architecture will perform the following tasks:

Task 1 – Due Diligence:

- Consult with civil engineers and review results of their due diligence report.
- Present findings to the FSBC.

Task 2 – Sight Distance Evaluation:

- Provide traffic engineers with required base documentation.
- Review sight distance memorandum with traffic engineers and present findings to the FSBC.

Task 3- Soil Testing:

- Coordinate equipment use with the town DPW.
- Provide engineers with base documentation.
- Review results of testing with the engineers and the town.

Task 4- Summary Memorandum and Meetings:

- Review engineer's summary memorandum.
- Attend meeting to review the results of the above testing and evaluation.

Please see the attached Exhibit A for the details of tasks and exclusions from Fuss & O'Neill.

Total Fee (Lump Sum) *NTE* \$20,000

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
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• 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


10/23/25

October 16, 2025

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

RE: Additional Services Request #1
New Fire Station, 984 Massachusetts Avenue, Boxborough, Massachusetts
Fuss & O'Neill Reference No. 20250781.A10

Dear Ms. Mowbray:

Fuss & O'Neill, Inc. has prepared this additional services request to provide Context Architects (Context) with engineering 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 Context on October 16, 2025, and the following documents:

- Plans entitled "Landscape Contractor Yard," 984 Massachusetts Avenue, Boxborough, MA," prepared by Level Design Group, dated August 13, 2025.
- Report entitled "Stormwater Report for Landscape Contractor Yard, Assessor Map 14; Parcels 3, 4, & 5, 984 Massachusetts Avenue, Boxborough, Massachusetts, 01719," prepared by Level Design Gorup, dated August 11, 2025.
- Document entitled "Application for Site Plan Review & Stormwater Management Permit for Landscape Contractor's Yard, Assessor's Map 14, Parcels 3, 4 & 5, 984 Massachusetts Avenue, Boxborough, Massachusetts 01719," prepared by Level Design Group, dated August 20, 2025.

We understand the Town of Boxborough has specific questions regarding this property as it pertains to its suitability as a site for new Fire Department Building. Accordingly, we propose the following scope of services:

Mrs. Emily Mowbray, LEED AP
October 16, 2025
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Scope of Services

Task 1 – Due Diligence

Fuss & O'Neill will perform due diligence studies to assess the site located at 984 Massachusetts Avenue. The site currently contains a house, barn, well, and gravel area. The site is accessed via a site driveway off Sarah's Way. Fuss & O'Neill will perform the following tasks at this site:

1. Review the existing conditions plan that was previously prepared for private site development.
2. Perform research on the Natural Resources Conservation Services website to obtain mapped information regarding soils information.
3. Coordinate with the Town of Boxborough offices regarding the location of the septic systems, the wells, and details regarding the wells.
4. Prepare a brief narrative describing existing conditions, details regarding the wells and septic systems, and description of any site conditions that may impact the development of the property for a new fire station.

Task 2 – Sight Distance Evaluation

The Town of Boxborough is concerned about sight distance at possible site access locations. The Town would like Fuss & O'Neill to visit the site and perform sight distance analysis for these two parcels. Currently, there are two options for site access. One option is to access the site via the existing entrance off Sarah's Way. Sarah's Way is a Private way. The second option is to construct a new access to the site directly off Massachusetts Avenue. Specifically, we will perform the following tasks:

1. Perform a visit to the site.
2. Evaluate options for site access, including evaluating potential site access on Sarah's Way and Massachusetts Avenue.
3. Perform a sight distance analysis at Sarah's Way and at up to two locations along Massachusetts Avenue. Fuss & O'Neill traffic engineers will determine the location of the analysis on Massachusetts Avenue in the field.
4. Develop a brief memorandum and sketch describing the results of the site visits.
5. Participate in up to two phone calls to discuss the memorandum.

Task 3 – 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. 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 and log each of the test holes. We will not have the test holes observed by the Board of Health. We will not perform any soil testing.

Mrs. Emily Mowbray, LEED AP
October 16, 2025
Page 3

We understand the Town of Boxborough will provide an excavator and operator for the excavation of test holes.

Following the performance of the test holes we will prepare soil logs summarizing the test hole results.

Task 4 – Summary Memorandum and Meetings

Fuss & O'Neill will prepare a summary memorandum defining the tasks described above including the desktop review of sensitive wetlands resources that will need to be considered for development, a summary of the traffic investigation described above, and the results of the soil testing.

We will participate in up to two virtual meetings with the Boxborough Building Committee and up to three virtual meetings with Context Architecture.

Assumptions

This agreement has been prepared assuming the following:

- A. This proposal provides specific, limited scope as described above. This proposal does not include any land surveying, civil design, or permitting services.
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- B. Any services not specifically described can be performed as an additional service.

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.

Fees

We propose the following lump sum budgets to provide the professional services described above.

Task	Basis	Estimated Fees
Task 1 – Due Diligence	Lump Sum	\$2,000
Task 2 – Sight Distance Evaluation	Lump Sum	\$4,200
Task 3 – Soil Testing	Lump Sum	\$4,200
Task 4 – Summary Memorandum and Meetings	Lump Sum	\$2,800
	Total	\$13,100

Hourly and additional services outside the scope of services can be provided according to our Standard Hourly Rate Schedule in effect at the time of authorization.

Mrs. Emily Mowbray, LEED AP
October 16, 2025
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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 extends 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 has entered 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.

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

/sms

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, Massachusetts Avenue Sites, Boxborough, Massachusetts

Fuss & O'Neill Reference No. 20250781.A10

Budget: \$13,100

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 October 16, 2025. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Jeff Shaw

Printed Name



Signature

10-16-2025

Date

Principal

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 Architecture (Client) and Fuss & O'Neill, Inc. (Consultant) dated October 16, 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		\$ 155	Environmental Engineer/Scientist I		\$ 150
Engineer II		\$ 175	Environmental Engineer/Scientist II		\$ 180
Engineer III		\$ 215	Environmental Engineer/Scientist III		\$ 185
Sr. Engineer I		\$ 220	Sr. Environmental Engineer/Scientist I		\$ 215
Sr. Engineer II		\$ 235	Sr. Environmental Engineer/Scientist II		\$ 225
Sr. Engineer III		\$ 240	Sr. Environmental Engineer/Scientist III		\$ 240
Engineering Principal		\$ 245	Environmental Principal		\$ 250
Landscape Architecture			MEP		
Designer/Planner I		\$ 140	MEP Engineer I		\$ 165
Designer/Planner II		\$ 170	MEP Engineer II		\$ 195
Designer/Planner III		\$ 185	MEP Engineer III		\$ 215
Sr. Designer/Planner I		\$ 195	Sr. MEP Engineer I		\$ 235
Sr. Designer/Planner II		\$ 205	Sr. MEP Engineer II		\$ 250
Sr. Designer/Planner III		\$ 220	Sr. MEP Engineer III		\$ 260
LA Designer/Planner Principal		\$ 225	MEP Principal		\$ 270
Transportation			Water Infrastructure & Wastewater		
Transportation Engineer I		\$ 150	Water Engineer I		\$ 160
Transportation Engineer II		\$ 200	Water Engineer II		\$ 175
Transportation Engineer III		\$ 225	Water Engineer III		\$ 200
Sr. Transportation Engineer I		\$ 250	Sr. Water Engineer I		\$ 215
Sr. Transportation Engineer II		\$ 255	Sr. Water Engineer II		\$ 235
Sr. Transportation Engineer III		\$ 260	Sr. Water Engineer III		\$ 240
Transportation Principal		\$ 265	Water Principal		\$ 250
Technical Support Professionals			Administrative & Support Professionals		
Technician I		\$ 135	Researcher, Clerical		\$ 100
Technician II		\$ 140	Project Accountant		\$ 120
Technician III		\$ 150	Subject Matter Expert		\$ 125
Surveyor Crew Chief		\$ 115	Vice President		\$ 260
Surveyor		\$ 160	Senior Vice President		\$ 280
Senior Surveyor		\$ 200			
Expert Witness					
Litigation Support - Research		\$ 275			
Litigation Support - Expert Testimony		\$ 375			

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

Daily Rate		Weekly Rate	
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		
Cone Penetrometer	\$ 25		
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15		
Generators	\$ 50		
Hammer Drill	\$ 50		
Hand Auger	\$ 25		
IAQ Meter	\$ 80		
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		