

November 18, 2025

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

**Re: *Boxborough Fire Headquarters, Amendment #11R, Environmental Analysis at 984 & 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 conducting a Phase 1 and 2 Environmental Site Analysis at 984 Mass Ave and a Phase 1 Environmental Site Analysis at 1300 Mass Ave. Site analysis will be performed by McPhail Associates under the management of Context Architecture.

Context Architecture and our consultants will perform the following tasks:

**Phase I ESA – 984 & 1300 Mass Ave (McPhail Associates):**

- Work to be performed simultaneously with the Phase II ESA at 984 Mass Ave.
- Tasks and exclusions are outlined in the attached proposal.

**Fee:** **\$13,500 [two sites at \$6,750 ea.]**

**Phase II ESA- 984 Mass Ave (McPhail Associates):**

- Work to be performed simultaneously with the Phase I ESA
- Tasks and exclusions are outlined in the attached proposal.

**Fee:** **\$12,700**

**Total Fee (Lump Sum)                      \$26,200**

**CONSIDERATIONS**

- The engineer noted that they will proceed with conducting the ESA I and ESA II simultaneously; the ESA I work may take up to 5-6 weeks depending on responsiveness of all parties.
- 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**

- 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.



*Michael C. Johns*  
11/18/2025

Hourly rates are subject to change each year. Our 2026 billing rates for architectural services are as follows:

- Principal: \$375/hour
- Project Manager: \$250/hour
- Project Architect/Coordinator: \$200/hour
- Job Captain: \$185/hour
- Senior Designer: \$150/hour
- Designer: \$135/hour

Thank you for the opportunity to submit this proposal.

Sincerely,



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

mcf





November 18, 2025

Context Architecture  
68 Harrison Avenue  
Boston, MA 02111

Attention: Jeff Shaw

Reference: Boxborough Fire Station – Site Evaluation Phase  
Proposal for Geotechnical and Geoenvironmental Engineering Services

In accordance with your recent request, we are pleased to submit our proposal for performing supplemental geotechnical and geoenvironmental engineering services related to the site review portion of the proposed Boxborough Fire Station project. Specifically, this proposal considers two potential sites for the Boxborough Fire Station: 1300 Massachusetts Avenue and 984 Massachusetts Avenue in Boxborough, Massachusetts (the "subject properties").

McPhail Associates, LLC (McPhail) previously performed due-diligence level geotechnical site assessments at two (2) parcels which were being reviewed for the suitability of the new Boxborough Fire Station: 70-72 Stowe Road and 520 Massachusetts Avenue. Furthermore, McPhail partially performed geotechnical site review services for the 984 Massachusetts Avenue parcel and provided a proposal for site review services at 276 Middle Street.

The 1300 Massachusetts Avenue site consists of an approximate 7-acre parcel, which fronts onto Massachusetts Avenue to the north, immediately east of its intersection with Burroughs Road which bounds the property to the west. The site is currently occupied by a 2-story brick structure with a plan area footprint of approximately 30,275 square feet, as well as associated paved parking areas.

At this time, it is understood that proposed construction at the site is highly conceptual, and that an initial review of geotechnical and environmental site conditions is being requested to assess considerations associated with future construction and stormwater management.

Based upon your recent request, the following is our proposed scope of geotechnical and geoenvironmental site assessment services for the 984 and 1300 Massachusetts Avenue sites. For the ease of the reader, and for clarity in future billing purposes, the task names below are provided in continuation of our previously performed work.

#### **Task C.1 and E.1 - ASTM Phase I Environmental Site Assessments**

A Phase I Environmental Site Assessment (ESA) of the subject properties will be performed in general accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Assessments: Phase I Environmental Assessment Process (ASTM E 1527-21) as referenced in 40 CFR Part 312 (the All Appropriate Inquiries Rule). Standards utilized in our evaluation will include the Massachusetts Oil and Hazardous Materials (OHM) Release Prevention and Response Act (MGL Chapter 21E) and the Massachusetts Contingency Plan (310 CMR 40.0000).





Based on your request, we propose to perform the following scope of Phase I ESA services for both the 984 Massachusetts Avenue property (Task C.1) and 1300 Massachusetts Avenue property (Task E.1):

1. Complete a visual observation and assessment of the subject property and the surrounding area. Observations of surrounding properties will be performed from outside the boundaries of these properties.
2. Review readily available information regarding the subject property history and usage relative to the possible past presence of oil and/or hazardous materials, including a review of a questionnaire that shall be completed by the user of the report.
3. Perform a search with the Town of Boxborough Public Records Access Officer for relevant records held by the Town of Boxborough municipal offices, including the Assessor's Database, Fire Department, Health Department, and Building Department. This records search will focus on permits issued for the storage and/or use of oil or hazardous materials at the subject property and/or adjacent properties, as well as relevant site history.
4. Perform a database search of State and Federal records including the National Priorities List (NPL), SEMS, and the RCRIS hazardous waste handlers list using ASTM-required search radii.
5. Perform a review of the Massachusetts Department of Environmental Protection (DEP) databases for reports of incidents of release(s) of OHM at or in the vicinity of the subject property.
6. Assess the above and document the results in a Phase I Environmental Site Assessment report. A Phase I ESA report will be produced for each of the parcels.

Our lump sum fee to complete **Task C.1** is **\$6,000**. Our lump sum fee to complete **Task E.1** is **\$6,000**.

Excluded from the above estimated Phase I reports are the following: (i) An environmental lien search; (ii) a title search; (iii) an assessment for the potential presence of asbestos containing materials, mold, mildew and lead-based paint; (iv) an assessment for the potential presence of naturally occurring pollutants such as radon gas; (v) sampling and analysis of soil, groundwater and/or soil gas at the subject site; (vi) notification to the DEP of any release conditions as defined under the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 that may be encountered during performance of the above referenced scope of work; (vii) compliance reporting required pursuant to the provisions of 310 CMR 40.0000 the Massachusetts Contingency Plan (MCP); and (viii) a regulated materials survey of the existing buildings on the subject property.

#### **Task C.2 - Phase II Environmental Site Assessment**

Based upon potential Recognized Environmental Conditions (RECs) anticipated to be identified in Tasks C.1, McPhail recommends conducting a targeted Phase II ESA to





determine if a potential release of constituents of concern from historic site usage has affected soil and groundwater at the 984 Massachusetts Avenue property. It is noted that the breadth and nature of RECs will not be determined until the completion of our Phase I ESA report, so the following scope of services is presented as a contingency that should be reevaluated following the completion of the Task C.1 services.

It is recommended that during the supplemental subsurface exploration program consisting of borings outlined in Task C of our proposal dated October 27, 2025, soil and/or groundwater samples be collected and analyzed for the presence of potential contaminants of concern. The results of the analysis would be compared to the applicable reporting thresholds contained in 310 CMR 40.0000, the MCP to evaluate if a release condition has affected the subject property.

Accordingly, we propose establishing a contingency for the following scope of services associated with a Phase II ESA:

1. Screen soil samples from the borings with a Photoionization Detector (PID) for the presence of total volatile organics.
2. Prepare and submit to an analytical laboratory soil and groundwater samples obtained from the borings and/or observation wells.
3. Assess the above and document the results in a Phase II ESA report. The report will provide recommendations for regulatory compliance, if necessary.

The total cost for the above scope of **Task C.2** services is estimated to be **\$11,500**, which includes an allowance of \$4,250 for laboratory testing. It is emphasized that the above scope of analytical testing is preliminary and will need to be reevaluated following the completion of Task C.1 services.

Decommissioning of groundwater monitoring wells is excluded, but can be provided as an additional service, if required. We recommend carrying a contingency of \$5,100 for this service, which may vary depending on the number of monitoring wells installed and the depth of each. This allowance assumes one (1) on-site day for the driller to perform the decommissioning.

### **Terms and Conditions**

McPhail's liability for damages due to professional negligence in performing engineering services will be limited to an amount not to exceed \$50,000. McPhail will increase the limitation of liability for engineering services to \$1,000,000 in accordance with the terms and conditions of our policy upon written notice from the Client within ten days hereof that they agree to pay in consideration of this increase in limitation an additional charge of \$1,000.





Invoicing for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and collection costs on monies outstanding in excess of 90 days.

The Client agrees to provide right of entry to the site in order that the explorations can be performed. Additionally, the Client agrees to provide McPhail with available plans indicating the locations of known existing subterranean structures and utilities (collectively, Subterranean Structures), and to have personnel familiar with the site review the locations of the proposed explorations for potential conflicts with Subterranean Structures. While McPhail and our subcontractors will take reasonable precautions to avoid damage to the Subterranean Structures including notification to Dig-Safe (or local equivalent), damage to Subterranean Structures not shown on the plans provided to us would be the responsibility of the Client, and the Client agrees to indemnify and hold McPhail harmless for any and all damages to Subterranean Structures not shown on the plans provided to us or documented by personnel familiar with the site (i.e. latent subsurface condition). At the request of the Client, McPhail will retain a geophysical survey contractor and/or vacuum excavation contractor to assess for the possible presence of buried Subterranean Structures at the proposed exploration locations, as an additional service.

Except as otherwise indicated herein, disturbances to the ground surface and site improvements related to the subsurface exploration program will not be restored. The Client agrees to accept the above-described condition of the site after the explorations have been completed. Monitoring the long-term performance of the surface restorations is specifically excluded.

The cost of our exploration contractor(s) is based on completion of the explorations during normal business hours and does not include any premium costs that would be applied for night or weekend work.

Client is solely responsible for informing McPhail if the project qualifies or does not qualify as a Prevailing Wage project, as per M.G.L. c. 149, § 26-27, et. seq. If the project qualifies as a Prevailing Wage project, Client shall promptly provide McPhail with the name of the Awarding Authority and applicable Rate Sheet for submission to our subcontractor(s) for Certified Payroll purposes. If the project does not qualify as a Prevailing Wage project, Client shall promptly provide McPhail with a written explanation citing the reason why the project is not subject to Prevailing Wage, or in cases where the project falls under the category of "Public Works", the written determination provided by the Massachusetts Department of Labor and/or the Office of the Massachusetts Attorney General, or other appropriate authority, indicating that the project is not subject to Prevailing Wage. Scheduling of subcontractor(s) to perform work would be deferred until the Prevailing Wage information is provided to us by the Client. Client shall indemnify and hold McPhail and their subcontractor(s) harmless should any claims of damages be brought by the subcontractor's workers, the subcontractor, or their affiliates, associated with failure of the Client to provide the proper Prevailing Wage determination.





The disposal of soil and groundwater from the site is excluded, unless otherwise indicated above. Soil and/or rock samples will be stored for up to six (6) months without charge and will then be discarded, or returned to the client upon request, unless otherwise requested.

Since the Client agrees that McPhail has neither created or contributed to the creation of any hazardous materials, oil, or other environmental pollutants that is now or may be introduced or discovered on the project site in the future, the Client agrees to defend, indemnify, and hold harmless McPhail, its subcontractors, agents, officers, and employees from and against any and all claims for damages and all associated expenses incurred as a result of claims sustained or alleged by any person or entity other than the Client, based upon a release of environmental contaminants or pollutants, any governmental fines or penalties related to environmental contaminants or pollutants, or any bodily injury or property damage caused by the release, removal, assessment, or investigation of hazardous materials associated with the subject project.

Our scope may not include the level and frequency of chemical testing that would be required for all soil disposal/reuse facilities should unanticipated levels of contaminants be detected (e.g., unusually high levels of metals or contaminants indicative of a Hazardous Waste as defined in 310 CMR 30.0000). Should the results of the chemical testing indicate that the soil is subject to the DEP notification criteria contained in the Massachusetts Contingency Plan 310 CMR 40.0000, additional geoenvironmental engineering services will be required, for which a work scope and estimated fees will be provided. The actual scope and fees for the additional work, if any, will be dependent upon the results of the chemical testing and required response actions.

The cost of chemical testing charged by the laboratory is predicated upon a standard turnaround time of ten (10) business days. Additionally, the costs of any additional chemical testing beyond the above scope or based on the results of the above scope of chemical testing, are excluded.

Environmental consultation associated with assisting the Owner in obtaining environmental liability insurance or pursuing Brownfields Tax Credits is excluded.

Closing





Context Architecture  
November 18, 2025  
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We appreciate the opportunity to submit this proposal and look forward to continuing to be of service to you on the proposed project. To authorize us to proceed with the services proposed above, please sign and return a copy of this proposal. Should you have any questions, please do not hesitate to contact us.

Sincerely,

McPHAIL ASSOCIATES, LLC

A handwritten signature in blue ink, appearing to read "John A. Erikson".

John A. Erikson, P.E.

A handwritten signature in blue ink, appearing to read "Peter J. DeChaves".

Peter J. DeChaves, L.S.P.

CONTEXT ARCHITECTURE

BY \_\_\_\_\_

DATE \_\_\_\_\_

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JAE/pjd