

**AGREEMENT FOR PROFESSIONAL  
ARCHITECTURAL / DESIGNING SERVICES  
BETWEEN  
THE TOWN OF BOXBOROUGH, MASSACHUSETTS  
AND  
CONTEXT ARCHITECTURE, INC.**

**FOR**

**INDEPENDENT REVIEW OF SPACE NEEDS FOR PUBLIC SAFETY FACILITIES**

THIS AGREEMENT made this \_\_\_\_ day of November, 2022 between Context Architecture, Inc., a Massachusetts corporation with a usual place of business at 65 Franklin Street, Boston, MA 02110, hereinafter called the “DESIGNER,” and the Town of Boxborough, MA, acting by its Select Board, with a usual place of business at Boxborough Town Hall, 29 Middle Road, Boxborough, MA, hereinafter called the “TOWN”.

The DESIGNER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The DESIGNER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the DESIGNER for services rendered in the performance of this Agreement a lump sum of \$13,400.00, subject to any additions and deductions provided for herein as set forth in respondent’s letter in Exhibit A. The amount to be paid to the DESIGNER shall not exceed \$13,400.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on December 1, 2022 and shall expire on February 28, 2023, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: DESIGNER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The DESIGNER shall supervise and direct the Work, using their skills and attention, which shall not be less than such state of skill and attention generally rendered by the Designing/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The DESIGNER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the DESIGNER. Consistent with the standard of care referenced above, the DESIGNER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The DESIGNER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The DESIGNER shall not employ additional consultants, nor subcontract, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the DESIGNER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The DESIGNER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The DESIGNER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the DESIGNER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the DESIGNER shall become the property of the TOWN upon payment in full therefor to the DESIGNER. Ownership of stamped drawings and specifications shall not include the DESIGNER's certification or stamp. Any re-use of such documents without the DESIGNER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the DESIGNER or to the

DESIGNER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the DESIGNER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the DESIGNER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the DESIGNER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the DESIGNER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the DESIGNER must satisfy himself as to the correctness of such information. If, in the opinion of the DESIGNER, such information is inadequate, the DESIGNER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the DESIGNER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and DESIGNER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the DESIGNER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the DESIGNER to perform additional services, the DESIGNER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the DESIGNER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the DESIGNER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the DESIGNER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the DESIGNER shall constitute a waiver of all claims by the DESIGNER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The DESIGNER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the DESIGNER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The DESIGNER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the DESIGNER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the DESIGNER or his employees, agents, subcontractors or representatives.

The provisions of this section 10 shall survive the expiration or termination of this Agreement.

11. Insurance

- A. The DESIGNER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$2,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the DESIGNER shall notify the TOWN should coverage become unavailable.

- C. The DESIGNER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The DESIGNER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The DESIGNER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the DESIGNER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination


- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the DESIGNER. In the event that the Agreement is terminated pursuant to this subparagraph, the DESIGNER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The DESIGNER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.


CONTEXT ARCHITECTURE, INC.:

By: 

Name: Jeff Shaw  
Type or Print


Title: President

TOWN OF BOXBOROUGH:

By:   
Michael C. Johns

Name: \_\_\_\_\_  
Town Administrator

Approved as to Sufficiency of Funds  
During the Current Fiscal Year

  
Town Accountant

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Date: 12/1/2022

Signature

Name: Susan A. Theus  
(Print Name)

Title: Controller

Contractor/Vendor: Context Architecture, Inc.

**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of Context Architecture, Inc.  
(Name of Corporation)

held on 01/01/2022 it was VOTED that:  
(Date)

Jeffrey Shaw  
(Name)

President  
(Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such Jeffrey Shaw under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: Susan A. Theus

TITLE: Controller

PLACE OF BUSINESS: 65 Franklin St. FL5  
Boston, MA 02110

DATE OF THIS CERTIFICATE: 12/1/2022

I hereby certify that I am the clerk of the Context Architecture, Inc.  
(Corporation)

that Jeffrey Shaw is the duly elected President of  
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

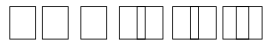
Susan A. Theus  
(Clerk)

CORPORATE SEAL:

241362/kope/0003







Rajon Hudson  
Assistant Town Administrator  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

November 1, 2022

**Re: *Boxborough Public Safety Study Fee Proposal***

Dear Mr. Hudson,

We are pleased to submit this fee proposal for services in connection with this project. The services below are for a Public Safety Feasibility Study. We understand that the Town is looking to perform a review of prior feasibility studies conducted at both the existing public safety complex and a proposed new site at Stow Road and to incorporate the opinions and recommendations of our firm in determining the best and most appropriate plan going forward. From prior studies we understand the current stations are inadequate to support the missions of the departments. Further we understand the site constraints at the existing complex make renovation and expansion challenging. The Stow site was selected after a thorough search. The topography and geometry of the site present some challenges but primarily the location of the site adjacent to residential properties is of primary concern. Our proposal for services incorporates the Town's RFQ as well as information shared during our discussion with the Town prior to being selected.

Our services are limited to the items listed below; we have provided a fee for phase 1 services only as requested.

### **Phase 1**

#### **Kickoff Meeting & Setting of Goals:**

- Hold a kickoff meeting with all the project stakeholders
- Discuss roles and responsibilities
- Confirm the goals of the project
- Confirm the project schedule and budget
- Discuss the available funding for fire station projects

#### **Review of past studies**

- Review 2015 public safety space needs assessment report & 2015 site constraint study for Stow Road site
- Review Stow Road site (with civil) for conservation restrictions & other physical constraints

#### **Space Needs Program; 4 weeks**

- Interview the Police & Fire Chief's and other designated staff



- Tour the existing stations
- Review and analyze the prior study space needs drafts and provide recommendations
- Study current organizational plan and consider future departmental changes
- Study staff projections and equipment/vehicle lists with the Chief's
- Confirm best practices for size, adjacency, function and location, and compare proposed space needs to other similar facilities and typical industry standards
- Choose finish standards for low maintenance, durability and meeting sustainability goals
- Incorporate strategies to maximize department operations flexibility
- Project space needs 20-30 years into the future
- Prepare a draft Space Needs Program for a combined PSB as well as stand-alone police and fire stations.
- Discuss program with the Chief's and the Town
- Make revisions as necessary, review with the Chief's and Town; put into final form

**Phase 1 fee:**

**\$13,400**

Reimbursable Expenses:

All normal expenses are included in the total fee above. All printing for permitting and large printing orders (more than 2 sets of documents) will be invoiced at cost plus 10%.

Our hourly billing rates are as follows:

- Principal: \$250/hour
- Project Manager: \$175/hour
- Architect: \$150/hour
- Job Captain: \$135/hour
- Senior Designer: \$125/hour
- Designer: \$100/hour
- Clerical: \$90/hour

Services provided by the Town (or OPM) to assist the design team:

*Survey's*  
*Existing Conditions Plans*

Services not included but can be performed at additional cost:

*3D laser survey's of existing conditions*  
*MADOT coordination, design and approvals*  
*MA DEP submissions and attendance at meetings*  
*Deep observation wells*  
*Off-site utilities design*  
*Local, State or Federal regulatory application and approvals*  
*Peer review responses & redesign*  
*Existing conditions documentation, Record drawings & As-builts*  
*Fire flow testing and fire pump design*  
*Historic Design Commission coordination and approvals*  
*Computer, Security, Radio, and Communications Equipment Design and consultation*  
*FF&E Design & Procurement*  
*Photovoltaic array system design/procurement*

*LEED certification assistance*

Thank you for the opportunity to submit this proposal.

Sincerely,

Jeff Shaw, AIA  
Context Architecture

Accepted By:

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Date