



**TOWN OF AYER**  
**Community Preservation Committee**

**APPLICATION FOR COMMUNITY PRESERVATION FUNDING**

**Submit to:**

**Town of Ayer**  
**Community Preservation Committee**  
**1 Main Street**  
**Ayer, MA 01432**  
**Email: [cpc@ayer.ma.us](mailto:cpc@ayer.ma.us)**

**Date:** January 26, 2022

**Project Title:** Pirone Park Playground Remediation and Restoration

**Project Street Address (if applicable):** 0 Bligh Street

**Assessors Map Number:** 34

**Lot/Parcel Number:** 17

**Deed Book Number:** 3520

**Deed Page Number:** 143

**Name(s) of Applicant/Contact Person and Project Manager:** Jeff Thomas, Ayer Parks Director

Jason Mayo, Ayer Parks Commission Chairman

**Name of Organization:** Ayer Parks Department

**Address:** 35 Bligh Street, Ayer MA 01432

**Telephone:** 978-796-5915

**Email:** [parks@ayer.ma.us](mailto:parks@ayer.ma.us)

**Sponsoring Organization (if applicable):** \_\_\_\_\_

**CPA Category** (Circle all that apply. You must circle a minimum of one category.):

**Open Space**

**Historic Preservation**

☒ **Recreation**

**Community Housing**

Total Project Cost: \$ 720,000 CPA Funding Requested: \$ 400,000

**DETAILED NARRATIVE AND PROJECT DESCRIPTION:**

- **All of the following MUST be answered in the space provided (or with attachments).**
- Applications will be returned as incomplete if all relevant requested information is not provided.
- Include supporting materials and exhibits as necessary.
- A spreadsheet including the Budget and/or Timeline elements outlined in this application form is also acceptable.
- Please refer to Ayer CPC Funding Application Packet, including Guidelines for Project Submission, Eligibility, and General Criteria, before and while completing this application.

**1. Describe the project:**

The current playground structure at Pirone Park and its surrounding soil was found to have traces of arsenic in it and has been ordered closed by MassDEP until the site can be remediated. After much consultation, it was decided that the only solution to getting the playground reopened to the public would be to follow MassDEP requirements of remediation of the site and installing a replacement playground that the town can take pride in. Based on estimates provided by a paid consultant (BETA engineering) the cost for both remediation and replacement of the current structure will be about \$720,000 including contingencies.

**2. Goals:**

a. What are the goals of the proposed project?

Our goals are to remediate the site of the old playground to ensure a safe and healthy setting, and then erect a similar structure to the original for the enjoyment of the next generations to come. The playground is an essential part of the town's park and has been an icon for the Town of Ayer since its original construction in 1989. We would like to see the project completed by the spring of 2023.

b. Who will benefit from this project and why?

The entire community, specifically the residents of the Town of Ayer, will benefit in numerous ways. The playground annually services 1,000's of patrons and acts as a centerpiece for many of the activities that go on at the park. Additionally, as with all public assets, this will help to increase property values for all Ayer residents.

c. How will success be measured?

The success of the project will be measured by how many patrons will use the new playground. We anticipate not just a return to the original number of children and families using it, but a significant increase, including non-residents who will also be inclined to patronize local businesses.

### **3. Community Preservation Committee Criteria:**

Which of the General Criteria does this project fulfill and how?

(\*\*Note: The application should address multiple criteria – please address all that apply to speed up the application process.)

This project is consistent with the Town of Ayer Master Plan and Open Space and Recreation Plan. It preserves and enhances the character of the town as one of its main icons and primary sources of recreation. Our plan calls for proper remediation of the soil that will allow us to save most of the trees that provide the only source of shade in the park. The project would provide a currently under-served section of the population since the original structure's closure, as many of the families in Ayer are now without a local playground. This includes a large number of local residents who walk to the park on the recently built School Street and Main Street sidewalks. Based on expert analysis, we expect to have enough funding for the project with \$400K from CPC and \$320 from Capital Planning, with plans to start the project with the bidding process in July 2022. CPC funds will likely be used in the early fall of 2022 and we are projecting a completion date of spring 2023. The project is endorsed by multiple town boards and organizations.

### **4. Statement of Community Need:**

a. How does the Town of Ayer, and its residents, benefit from this project?

The current Kiddie Junction playground is an icon for the Town of Ayer and has served as a centerpiece for recreation for over 30 years. Thousands of families utilize the playground each year. It is one of the town's most notable assets, and an integral part of Pirone Park. Having such an asset not only benefits those who use it, but also homeowners whose property value is increased and businesses who see more traffic from out of town visitors.

b. If applicable, explain how this project addresses needs identified in existing Town plans? (i.e. most recent Comprehensive Master Plan, Open Space and Recreation Plan, Community Preservation Plan)

The remediation and rebuilding of the playground are elements of the most recently completed Comprehensive Master Plan and the Open Space and Recreation Plan.

### **5. Community Support:**

What is the nature and level of support? Include letters of support from any Town Committees, Boards, and Departments, as well as local community groups that have reviewed and endorsed the project.

Aside from overwhelming support from the public, this project has the endorsement of the Master Plan Committee, Office of Community and Economic Development, Capital Planning Committee, Select Board/ Town Manager's Office, Ayer Library and Page Hilltop School.

**6. Budget:**

## a. Budget Summary

Total Projected Cost \$720,000CPA Funds Requested \$400,000Cost Share Amount and Percent \$320,000 (44.4%)

## b. Budget Categories (as applicable)

- Equipment is generally defined as an item with a useful life expectancy of more than one year.
- Supplies are defined as an item with a useful life of less than one year.
- Construction means all types of work done on a particular property or building, including erecting, altering, or remodeling.
- The cost share is very important in giving the application a competitive advantage.)
- **Note:** CPA FUNDING FOR ANY CATEGORY REQUIRES COMPETITIVE BIDDING unless you can provide a sole source justification for any category.

\*\* Attach a minimum of one recent bid\*\*

	CPA Fund	Other Sources (list)	Total
Personnel			
Equipment			
Supplies			
Contractual		\$60,000 (Capital)	\$60,000
Construction	\$400,000	\$100,000 (Capital)	\$500,000
Remediation Other (Please Define)		\$160,000 (Capital)	\$160,000
<b>TOTAL</b>	\$400,000	\$320,000	\$720,000

## c. Budget Cost Sharing

- Identify the amount of cost sharing for this project. Sources include private, federal, state or local government, or any other sources. Use additional pages as necessary.

Organization  
 Item Capital Planning, Town of Ayer  
 Amount \$320,000  
 Type (cash, in-kind, etc.) Cash

Organization  
 Item \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Type (cash, in-kind, etc.) \_\_\_\_\_

Organization  
 Item \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Type (cash, in-kind, etc.) \_\_\_\_\_

**7. Funding:**

- a. Note below and attach commitment letters from any organization providing a cost share contribution as listed above.

We have secured the endorsement of the Capital Planning Committee to request \$320,000 at Town Meeting, which will vote on the funding at the same time as the CPC funding (see attached letter).

- b. Describe any other attempts (including unsuccessful ones) to secure funding for this project.

Many attempts have been made since 2006 to secure grants for the remediation of Kiddie Junction playground. The most recent attempt was for a 2022 grant from the Massachusetts Land & Water Conservation Fund, which if successful would reimburse some or potentially all of the project cost. We hope to seek out other grants through the next year, including the next LWCF cycle of grants for 2023. We are continuing to work with the Ayer Economic and Development Office in seeking alternative/ additional funding.

c. Are any 'Other Funds' in the budget in-kind? If yes, describe how the value of the in-kind contribution was derived. (In-kind contributions can be defined as a contribution of services or property, donated equipment, buildings or land, or donated supplies)

**8. Timeline:**

Provide a schedule for project implementation, including a timeline for starting and ending major tasks as well as a reasonable estimate for project completion. If the project is expected to take multiple years to complete, please break down on a year-by-year basis.

Winter 2022: Complete planning through BETA for the remediation and rebuilding of the playground.

Set up forums for public input, including an online survey and several live meetings.

April 2022: Secure funding for the project at Town Meeting.

May 2022: Put The project out to bid (possibly in two components).

June 2022: Accept bid(s) for the projects remediation and construction.

July 2022: Begin remediation.

September 2022: Begin construction.

November 2022: Complete project.

Early Spring 2023: Official Grand Opening.

**9. Maintenance (if applicable):**

a. If ongoing maintenance is required, who will be responsible for it?

The new playground will be maintained by the Ayer Parks Department.

b. How will it be funded? (Note: CPA funds cannot be used for regular maintenance.)

Funding sources are not anticipated to be part of the ongoing maintenance.

c. Expected Annual Maintenance Budget (Please include a 5-year budget and documentation of commitment.)

(We do not anticipate any maintenance cost outside of general labor through the Parks Department.)

Year one: \$ 0

Year two: \$ 0

Year three: \$ 0

Year four: \$ 0

Year five: \$ 0

**10. Project/Site Documentation (If applicable) (Submit 1 hard copy and 1 electronic copy):**

- a. Note below and attach documentation that you have control over the site, such as a Purchase and Sale Agreement, option, or deed.

The property is municipally owned and deeds are on record at Ayer Town Hall

- b. Note below and submit photographs of the “before” status of your project via email to [cpc@ayer.ma.us](mailto:cpc@ayer.ma.us) with your electronic submission. If your application is approved, additional photographs of the completed project will be required. These photographs are needed for documentation of the use of Town funds and for use on the web site.

See attached photos of Kiddie Junction

- c. Note below and attach any applicable engineering plans, architectural drawings, site plans, as well as any other renderings, relevant studies, historical background summaries, or material.

See attached scope of services, as well as remediation data from BETA inc.

**11. Zoning Compliance.**

If applicable, note below and provide evidence that the project does not violate any Zoning by-laws or any other laws or regulations, including environmental. List permits or approvals that may be needed.

We will be working with an advisor, BETA Inc., who will be working with MassDEP to verify we are compliant with all regulations regarding the remediation of the site. We will be working the Conservation Commission and the Ayer Building Inspector to verify all environmental and building codes are being met for the new construction.

**12. Is there any additional information that might benefit CPC in consideration of this project?**

As stated earlier, this is an essential project to the Town of Ayer and its residents. The price tag may seem high, and it is, but the value of a new playground to residents is incalculable. We will continue to seek alternative revenue sources through the next year, both grants for funds and those who offer reimbursement upon the project's completion.

**APPLICANT'S SIGNATURE**

To the best of my knowledge and belief, all data in this application are true and correct. The document has been duly authorized by the individual or governing body of the applicant.

Applicant's Signature: Jeff Thomas, Ayer Parks Director

Date: January 26, 2022

Date Application Received \_\_\_\_\_ Date(s) Reviewed \_\_\_\_\_

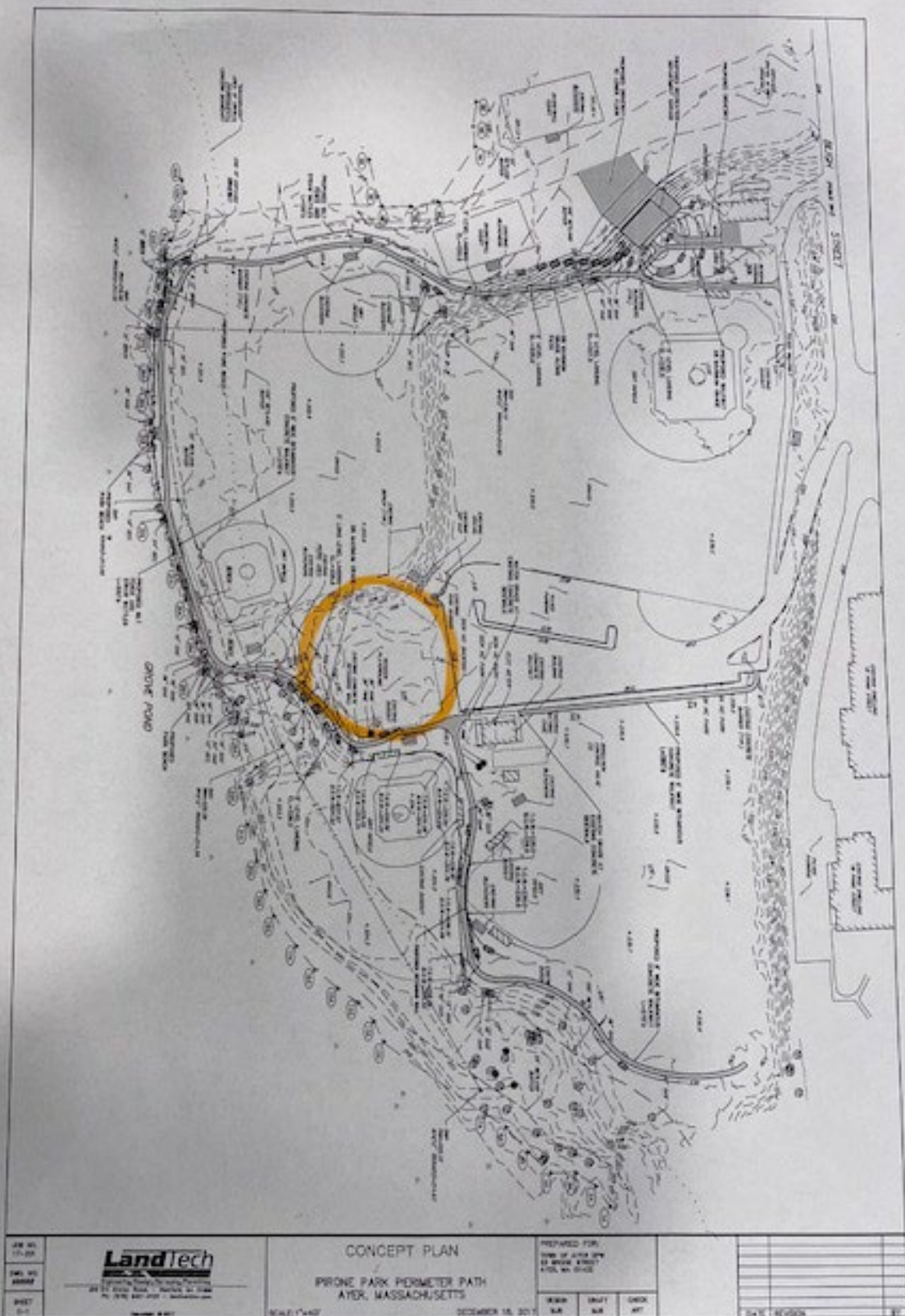
Public Hearing \_\_\_\_\_ Advance to Town Meeting Y / N



Kiddie Junction Playground, currently closed, January 2022









## AGREEMENT FOR PROFESSIONAL SERVICES

Between

Town of Ayer  
Department of Public Works  
25 Brook Street  
Ayer, Massachusetts 01432  
Address  
Address

And

BETA GROUP, INC.  
89 Shrewsbury Street  
Suite 300  
Worcester, Massachusetts 01604

For

Kiddie Junction Playground Remediation and Replacement  
Pirone Park  
Ayer, Massachusetts

THIS *AGREEMENT* made this \_\_\_\_ *Day of 2021*, between the Town of Ayer, hereinafter called the "CLIENT", and BETA Group, Inc., hereinafter called the "ENGINEER".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

### ARTICLE 1 - ENGAGEMENT OF ENGINEER

- 1.1 CLIENT hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to provide Licensed Site Professional and Landscape Architecture services and related professional services in connection with Kiddie Junction Playground Remediation and Replacement, hereinafter called the "PROJECT".

### ARTICLE 2 - SERVICES OF ENGINEER

- 2.1 ENGINEER will provide Licensed Site Professional and Landscape Architecture services for the PROJECT as more completely described on Attachment A, Scope of Services.
- 2.2 The ENGINEER will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will consult with and advise the CLIENT during the performance of services provided under this Agreement.
- 2.3 The ENGINEER shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care).



- 2.4 Estimates of probable construction costs, if any, by the ENGINEER represent its judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the CLIENT has any control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from estimates.

#### ARTICLE 3 - RESPONSIBILITIES OF CLIENT

The CLIENT, at no cost to the ENGINEER, will:

- 3.1 Provide ENGINEER with all available information pertinent to the PROJECT at the onset of the PROJECT.
- 3.2 If required, provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for ENGINEER to provide the services under this Agreement.
- 3.3 Designate a person to act as CLIENT'S representative with respect to the services to be provided under this Agreement, such person to have complete authority to transmit instructions, receive, information, interpret and define the CLIENT'S decisions with respect to the subject professional services.
- 3.4 Furnish all legal services required in connection with the subject release, including resolution of liability and site access issues with the adjacent property owner(s) and all negotiations in connection therewith.
- 3.5 Administer and pay all application and other fees related to regulatory reviews and permitting approvals with any Federal, State and local agencies having jurisdiction for the project.

#### ARTICLE 4 – COMPENSATION & PAYMENT

- 4.1 For the services performed under this Agreement, and as outlined in Attachment A, the CLIENT will pay the ENGINEER on a time-charge plus expense basis, monthly as charges accrue. Monthly invoices shall reflect personnel and hours worked. If additional work beyond the Fee Budget is required, the CLIENT shall be contacted for approval prior to proceeding.
- 4.2 Compensation for Labor charges will be based on actual hours worked at hourly billing rates for classifications of employee working on the PROJECT. The hourly billing rate charged includes compensation for direct labor, salary cost/fringe benefits, overhead and profit. Hourly billing rates for this AGREEMENT are included in Attachment A.
- 4.3 Compensation for Reimbursable expenses, subconsultants' charges and subcontractors' services will be billed at a multiplier of 1.10. These include, but are not limited to such typical expenses as the cost of: mileage, express mail, printing and reproduction, identifiable supplies, equipment rental, outside specialized sub-consultants (i.e. electrical, instrumentation, geotechnical, etc.) charges, subcontracts for services such as surveys, subsurface investigations, television inspection of sewers, and testing by commercial laboratories, application fees and/or other charges by reviewing authorities.

- 4.4 The total labor charges and reimbursable expenses for the Scope of Services described in Attachment A shall be generally consistent with the Fee Budget in Attachment B and shall not exceed \$19,980, without prior written approval from the CLIENT.
- 4.5 Payment to the ENGINEER shall be made within 30 days after receipt of an acceptable invoice; any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month. If the CLIENT objects to any invoice submitted by the ENGINEER, the CLIENT shall so advise the ENGINEER in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by the CLIENT.
- 4.6 Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to ENGINEER within 45 days of the date of invoice, ENGINEER may, without waiving any other claim or right against the CLIENT, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due ENGINEER and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

#### ARTICLE 5 – SERVICES NOT INCLUDED

- 5.1 The following services or costs are not included under this AGREEMENT.
- Task 3 in Attachment A is not included in this authorization. This task can be authorized separately by the Town at a later date.
- 5.2 For additional services, compensation shall be negotiated with CLIENT in accordance the terms described under Article 4.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. ENGINEER will perform services under this AGREEMENT in a timely manner consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen site/weather conditions or project delays beyond the control of ENGINEER may result in an adjustment to the indicated schedule. Should such conditions arise, ENGINEER will notify CLIENT as soon as reasonably possible.
- 6.3 The estimated time for completion of the PROJECT is 180 *calendar* days from receipt of an executed agreement.

#### ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1 ENGINEER agrees to indemnify and hold harmless the CLIENT and its officers, and employees against judgments for damages, personal injuries and/or property losses sustained, to the extent caused by the negligent acts, errors or omissions of the ENGINEER, its employees, or subcontractors in connection with the PROJECT and/or under this AGREEMENT.

- 7.2 Nothing herein contained shall be construed to obligate the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT, except in consideration of additional compensation to be mutually agreed upon.
- 7.3 The ENGINEER shall carry insurance in the following types and limits:
- |  |  |
|--|--|
| Workman's Compensation   | Statutory Limits                           |
| Employer's Liability   | \$1,000,000                                |
| Comprehensive General Liability:<br>Comprehensive general liability insurances coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, property damage, personal injury and products liability. |  |
| Comprehensive Automobile Liability Insurance:  |  |
| Combined Single Limit  | \$1,000,000                                |
| Professional Liability   | \$1,000,000 per claim and in the aggregate |
- 7.4 Certificates of Insurance will be furnished upon request. If CLIENT requires additional insurance coverage, and it is available, the CLIENT agrees to reimburse the ENGINEER for such additional expense. The CLIENT hereby waives, and shall require its insurer(s) to waive, any and all subrogation rights against the ENGINEER and its SUBCONSULTANTS.

#### ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through cause, ENGINEER fails to fulfill in a timely manner the obligations under this Agreement, or if ENGINEER violates the provisions of this Agreement, CLIENT shall thereupon have the right to terminate this Agreement by written notice to ENGINEER of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against the ENGINEER. If the AGREEMENT is terminated by the CLIENT as provided herein, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.
- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.
- 8.3 Documents: In either of the foregoing events, finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other final materials prepared by the ENGINEER under this AGREEMENT shall be surrendered to the CLIENT following ENGINEER receiving just and equitable compensation for services provided under this AGREEMENT.



#### ARTICLE 9 – OWNERSHIP AND REUSE OF DOCUMENTS

- 9.1 One (1) copy of all final project documents (deliverables) shall be furnished by ENGINEER to CLIENT. All final documents prepared by the ENGINEER for the PROJECT shall become the property of the CLIENT upon completion of the project and receipt of final payment by ENGINEER. Any re-use of such documents without ENGINEER'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to ENGINEER or ENGINEER'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the ENGINEER'S rights under this Agreement.
- 9.2 If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.
- 9.3 To the extent permitted by law, ENGINEER retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized ENGINEER representative. Subject to Article 9.1, ENGINEER licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.

#### ARTICLE 10 -AUTHORIZATION TO BEGIN WORK

- 10.1 Execution of this Agreement shall be considered Notice to Proceed.

#### ARTICLE 11 – CLIENT FURNISHED INFORMATION

- 11.1 CLIENT shall provide ENGINEER with all available project related technical data including historical environmental reports, and all other relevant data. ENGINEER will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services.
- 11.2 CLIENT shall arrange for site access for ENGINEER.

#### ARTICLE 12 – ASSIGNABILITY

- 12.1 Neither party to this Agreement shall assign any interest in this Agreement, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.



### ARTICLE 13 – LIMITATION OF LIABILITY

- 13.1 CLIENT hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability, including defense costs if required by this Agreement, to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to ENGINEER'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the proceeds recovered under limits specified in Article 7.3.

### ARTICLE 14 – MISCELLANEOUS

- 14.1 Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
- 14.2 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or ENGINEER, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however the same may be caused.
- 14.3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or ENGINEER. ENGINEER's services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against ENGINEER because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the ENGINEER. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against ENGINEER and waives any right to pursue a claim against ENGINEER's individual directors, officers or employees.
- 14.4 In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which ENGINEER has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, ENGINEER shall be entitled to additional compensation to provide such services as may be necessary to assist CLIENT in its response to DEP.

14.5 CLIENT understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the CLIENT, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, CLIENT recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. CLIENT also agrees to hold ENGINEER and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

14.6 ENGINEER certifies that it is not listed as debarred or suspended on the Debarment Lists maintained by any local, state or federal agency. Furthermore, ENGINEER confirms that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists referenced above.

#### ARTICLE 15 – JURISDICTION

15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

Town of Ayer

BETA GROUP, INC.

By: \_\_\_\_\_

By: Marylou  
Armstrong, LSP  
V.P.

Digitally signed by Marylou Armstrong,  
LSP, V.P.  
DN: cn=Marylou Armstrong, LSP, V.P.,  
o=US, ou=BETA Group, Inc., email=marlou.armstrong@beta-inc.com,  
serial=1416101, c=US  
Date: 2021.10.28 14:10:01 -0400

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### CERTIFICATION OF APPROPRIATION

The undersigned hereby certifies that an appropriation of the amount of this AGREEMENT is available therefore and that the amount of \$19,980 has been authorized to execute said AGREEMENT.

\_\_\_\_\_  
Town Accountant

**ATTACHMENT A  
AGREEMENT BETWEEN  
TOWN OF AYER and  
BETA GROUP, INC.**

## 3. SCOPE OF SERVICES

### Project Initiation

BETA's team will meet with the Town to discuss the project and strategize the approach to the remediation and the desired elements of a new playground. BETA has budgeted for one in-person meeting; however, we anticipate additional discussions by phone and virtual meetings as the project progresses. Developing a strong connection and good working relationship between BETA and the Town's stakeholders will be key to a successful project.

### Survey and Existing Conditions Plan

BETA will review the existing survey prepared by Landtech Consultants in November 2017 and will use this survey as the basis for remedial and playground design. We have not included costs to have this survey updated.

### Task 1 – Remediation Design and Cost Estimate

As stated previously, BETA reviewed the previous reports for the Town as part of an evaluation for accessing MRPC Brownfield Assessment funding. As such, BETA is familiar with the previous work and conditions at the project site. BETA proposes the following approach to meet the requirements of the RFP:

- Collect fifteen (15) soil samples from the playground area by hand and submit the samples to a state-certified laboratory for analysis of arsenic. Since EPA only sampled the upper 3-inches of soil, BETA will vary the depths of the collected samples to determine the vertical and horizontal extent of impacted soil. This data will be used to supplement the existing data collected by EPA in 2006;
- Prepare an electronic Release Notification Form (RNF) for submittal by the Town;
- Prepare a draft Release Abatement Measure (RAM) Plan that includes assessment of up to three (3) remedial alternatives and a design plan for the selected remedial alternative;
- As we have on other similar projects, BETA will work closely with our landscape architects to incorporate the new playground design into the remedial plan. BETA feels that strong consideration should be given to utilizing the playground elements to create a cap over residual contaminated soil;
- Prepare preliminary Opinion of Probably Construction Cost (OPCC) for the selected remedial alternative. The cost estimate will be prepared in conjunction with the assessment of remedial alternatives as cost will be an import decision factor in the final selection of the remedial alternative.

Please note that it is likely that additional LSP services will be required to meet MassDEP's requirements of the Massachusetts Contingency Plan. BETA can provide these services, as needed, under separate authorization. BETA's good working relationship the MassDEP's Central Region will be invaluable in getting this project to completion.

## Task 2 – Conceptual Playground Design and Cost Estimate

- A. Prepare up to three (3) conceptual design options for a new playground at Pirone Park. This plan will show limits of an ADA compliant playground structure, ADA compliant walkways, poured safety surface, planting, and other site improvements such as tables, benches, and trash receptacles.
- B. Based on input, prepare a preferred conceptual design.
- C. Produce a PowerPoint presentation for the public meeting. Allow for one review by the Town and updates.
- D. Meetings: Allow for one meeting with the Town and one public meeting.



## Task 3 – Final Plans and Specifications

- A. Prepare 100% Drawings at 1"=10'-0". Drawings to include 10 Sheets: Cover Sheet, Notes (1 Sheet), Site Preparation Plan (1 Sheet), Site Improvement Plan (1 Sheet), Grading & Drainage Plan (1 Sheet), Planting Plan (1 Sheet), Sections (1 Sheet), Detail Sheets (3 sheets). Update after Town review.
- B. Provide 100% Final Technical Specifications.
- C. Update documents based on Town review
- D. Finalize and provide digital files and up to three (3) hard copy sets of the Final Documents for Town use.
- E. Meetings
  - a. With Town to review Final Set before giving to the Contractor.
- F. Attend pre-bid meeting/answer questions

As stated in the RFP, BETA assumes that any required environmental permitting will be completed by the Town.

## 7. Fee

It is BETA's understanding that the Town has budgeted \$20,000 for this work. Based on our experience and review of the required scope, it is BETA's opinion that the Tasks 1 and 2 can be accomplished for the Town's anticipated budget. We estimate that Task 3 would cost an additional \$14,500. Although this is more than the Town's anticipated budget, the proposed approach and scope will lead to a cost effective remedial solution and a playground that will serve the Town for many years to come. The following provides our estimate of costs for Task 1 and 2.

BETA LABOR EFFORT	Project Manager/L SP	LA	Field Scientist	Senior Graphic Specialist	Graphic Designer	Total
Task 1 - Remediation Design and Cost Estimate	16	0	10	0	0	26
Task 2 - New Playground Design and Cost Estimate	10	42	0	50	22	124
Task 3 - Final Plans and Specifications						
<b>TOTAL PERSON HOURS</b>	<b>26</b>	<b>42</b>	<b>10</b>	<b>50</b>	<b>22</b>	<b>150</b>
LABOR FEE ESTIMATE	Project Manager	LA	LA and Signage Specialist	Senior Graphic Specialist	Graphic Designer	Total
Total Person Hours	26	42	10	50	22	150
Rate Per Hour	\$205	\$135	\$125	\$95	\$90	
Subtotal Salaries	\$5,330	\$5,670	\$1,250	\$4,750	\$1,980	\$0
<b>TOTAL LABOR COST</b>	<b>\$18,980</b>					
Laboratory Fees	\$500					
Direct Expenses (travel, printing, plotting, reproduction)	\$500					
<b>TOTAL DIRECT COSTS</b>	<b>\$1,000</b>					
<b>TOTAL ESTIMATED FEE</b>	<b>\$19,980</b>					



**From:** Joe McLoughlin <JMcloughlin@BETA-Inc.com>

**Sent:** Tuesday, December 21, 2021 10:20 AM

**To:** Dan Van Schalkwyk <dVanSchalkwyk@ayer.ma.us>; Jeff Thomas <parks@ayer.ma.us>

**Cc:** Randy Collins <RCollins@BETA-Inc.com>

**Subject:** Soil Analytical Results

Dan and Jeff,

We received the lab results for our samples (see Table below and figure attached). As you can see, only two of the eighteen samples exceeded MassDEP's RCS-1 reportable concentration of 20 mg/kg. None of the samples exceeded MassDEP's Imminent Hazard Threshold of 40 mg/kg. Some initial observations/thoughts:

- It is likely that the EPA's sampling protocol of collecting samples from the top 3 inches biased the results to higher arsenic concentrations with the top few inches of soil likely having more wood debris/arsenic impact. This is especially evident at our sample location SS-111 which was in the same locations as EPA's highest sample result (P-22).
- At the two deeper sampling locations, arsenic was lower at each. The 1-3 foot samples likely represent background arsenic levels (arsenic is a naturally occurring metal that is found in most soil at some level).
- The two samples that exceed the RCS-1 standard are within the playground proper. SS-101 was taken from outside the fence but near the handicap swing. The soil there did consist of the pea gravel/soil mix that is found throughout the rest of the playground area.

I need to give some thought to the remediation cost estimate, but at this point, I think full soil removal (top 6 inches) will be the way to go (probably won't need a cap or deed restriction). My guess at this point is that it should be on the order of \$100,000 or maybe slightly less. I am going to ask a contractor that we work with for an estimate.

Overall, I think this is really good news. Please let me know if you have any questions or comments. Thanks.

Joe

Sample Location	Sample Depth	Total Arsenic, mg/kg	MassDEP RCS-1 Standard
SS-101	0-1 foot	31.1	20
SS-102	0-1 foot	9.65	
SS-103	0-1 foot	11.9	
SS-104	0-1 foot	11.4	
SS-105	0-1 foot	20.5	
SS-106	0-1 foot	11	
SS-107	0-1 foot	9.87	
SS-107	1-3 feet	6.27	
SS-108	0-1 foot	10.6	
SS-109	0-1 foot	11	
SS-110	0-1 foot	13	
SS-111	0-1 foot	17.8	
SS-111	1-3 feet	9.9	
SS-112	0-1 foot	9.53	
SS-113	0-1 foot	14.2	
SS-114	0-1 foot	13.2	
SS-115	0-1 foot	13.1	
SS-116	0-1 foot	11.1	

**Joseph R. McLoughlin II, LSP, LEP**

Senior Associate



IMPROVING COMMUNITIES TOGETHER

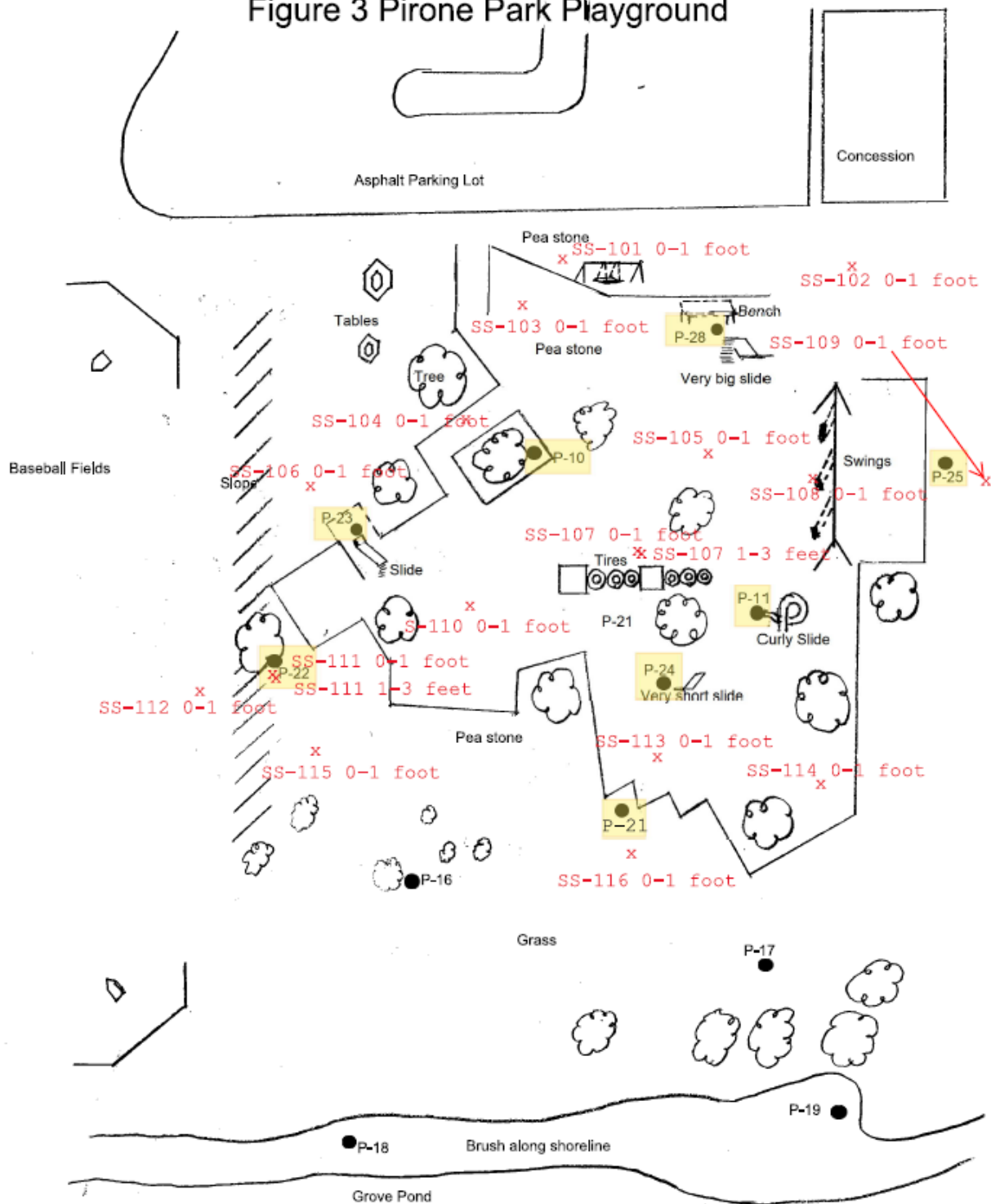
**BETA Group, Inc.**

401.333.2382

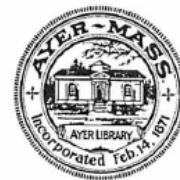




# Figure 3 Pirone Park Playground



**Office of the Select Board  
Office of the Town Manager**



Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-772-8220| [www.ayer.ma.us](http://www.ayer.ma.us)

January 31, 2022

Ayer Community Preservation Committee  
c/o Ms. Janet Providakes, Chair  
1 Main Street  
Ayer, MA 01432

**RE: Letter of Support for the Pirone Park Playground Remediation and Replacement Project**

Dear Members of Community Preservation Committee,

I am writing this letter in strong support for the Parks Department's CPC application for the Pirone Park Playground Remediation and Replacement Project. This project clearly and best exemplifies the intent and purpose of Community Preservation Funds and will greatly benefit the community at large.

Since its original construction in 1989, the Pirone Park Playground, known as "Kiddie Junction," has benefitted generations of Ayer residents as a community location for youth play, recreation, and community interaction. It is one of the defining elements of Pirone Park and the Town. After 33 years of use, the playground is in need of replacement. Additionally, the structure was constructed in 1989 using pressure treated wood that contained arsenic (this was a common building material of that era). As a result, the playground has been closed to the public recently and the Town is responsible for the remediation of the site in preparation for the construction of a new playground.

The importance of this project to the Town is further exemplified by the recent vote of the Ayer Capital Planning Committee which has recommended \$320,000 for the project to be approved by the Ayer Town Meeting on April 25, 2022. With the additional funding support from the Community Preservation Committee the Town will be able to demolish the existing structure; remediate the site; and construct a new playground facility for generations of Ayer Residents to enjoy for the years to come.

I enthusiastically support this project and this application for Community Preservation Funding. If you have any further questions, please do not hesitate to contact me directly.

Thank you for your time, consideration, and support.

Sincerely,

Robert A. Pontbriand  
Town Manager

Cc: Ayer Select Board  
Ayer Parks Commission

# **Town of Ayer**

## **Office of Community & Economic Development**

Town Hall • One Main Street • Ayer, MA 01432 • 978-772-8206 • Fax: 978-772-8208



Town of Ayer MA

1/28/2022

Community Preservation Committee

Committee Chair, Janet Providakes

Re: Proposed Pirone Park Playground/Recreational Amenity Project

Ayer Community Preservation Committee,

The Ayer Office of Community & Economic Development (AOCED) respectfully submits this strong Letter of Support to fund the proposed Pirone Park Playground/Recreational Amenity Project through the local Community Preservation Act.

As the Town of Ayer's Director of Community & Economic Development and as the Co-Chair of the (2017) Ayer Master Plan Committee – I have been provided with a deeper understanding and sound appreciation of the critical need for additional high-quality, well-designed, inclusive and healthful public space amenities for the current and rising generations of Ayer residents.

The proposed transformation/re-development of the (1989) Kiddie Junction Playground Structure & Site at Pirone Park presents a most noteworthy and exciting civic opportunity to bring together all generations of Ayer to fund, design, and create a wonderful new public Playground/Recreational Amenity at Pirone Park - providing enhanced local social contact, improved physical & mental health, neighborhood connectivity, environmental betterment, sustainable design, and more vitality to Ayer's Pirone Park at Grove Pond.

The new Playground/Recreational Amenity would deliver a 21<sup>st</sup> century public recreational amenity designed for use and enjoyment by all members of our local community – a truly "inclusively-designed" recreational amenity.

The (AOCED) recommends funding the Pirone Park Playground/Recreational Amenity Project.

Thank you,  
Alan S. Manojan  
Dir. AOCED

**Ayer Library**  
26 EAST MAIN STREET  
AYER, MASSACHUSETTS 01432  
978-772-8250

26 January 2022

Community Preservation Committee  
Town of Ayer  
1 Main St  
Ayer, MA 01432

Dear Committee Members;

The Ayer Library is pleased to endorse the Pirone Park Playground Remediation and Replacement Project. Given our location within walking distance of Pirone Park, it should come as no surprise that many Library patrons and staff members (myself included) visit Pirone Park for exercise, respite, and play.

The Library itself has played a more formal role at Pirone Park as a collaborator and supporter of public programming. This time last year we worked with the Parks & Recreation Department to create a Story Walk featuring the story *Freight Train* by Donald Crews. As a result, we understand many of the benefits of having safe outdoor recreational spaces for public use.

I hope that you will support this effort to make Pirone Park a safer place for everyone in our community to enjoy. Thank you for your time and consideration. Please feel free to reach out to me should you have questions.

Sincerely,



Tim Silva  
Library Director



## Page Hilltop School

**Fred Deppe, Principal**  
fdeppe@asrsd.org ext 1401

115 Washington Street  
Ayer, MA 01432

Phone: (978) 772 - 8600

**Matt Lutinski, Assistant Principal**  
mlutinski@asrsd.org ext 1426

January 28, 2022

Dear Members of the CPC,

On behalf of the Page Hilltop Elementary School, I am happy to endorse the Pirone Park Playground Remediation and Replacement Project. This should be of great benefit to our community. We currently plan student field trips to the Park, which are always a great experience.

I also know that many of our families utilize the park / playground outside of typical school hours.

Thank you,

Fred Deppe, Principal

*Our vision is to connect, engage, and inspire every student to reach academic excellence. The educators of the Ayer Shirley Regional School District will instill habits of reflection and inquiry that challenge our students to set ambitious academic and personal goals. Students will develop a strong voice to express thoughts and ideas in the community, the confidence to showcase their talents, and academic and personal successes in preparation for entry into college and the world of work.*