

RECEIVED

APR 28 2023

10:30 AM  
TOWN OF AYER  
TOWN CLERK



Town of Ayer  
Select Board  
1 Main Street  
Ayer, MA 01432

**Tuesday May 2, 2023**  
**Open Session Meeting Agenda**

*This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.*

6:00 PM

**Call to Order**

Pledge of Allegiance; Review and Approve Agenda; Announcements

**Public Input**

6:05 PM\*

**Dr. Katie Petrossi, Director, Ayer Council on Aging**

Approval of Anonymous Donation

6:10 PM

**Transfer of Class II License - 77 Fitchburg Road**

From Edward J. Morin d/b/a Route 2A Auto Sales Center, LLC. to Broadway Motoring, Inc.

6:15 PM

**Chuck Shultz, Facilities Director**

Update on Proposed Great Hall Improvements

6:30 PM

**Dan Van Schalkwyk, Director, Department of Public Works**

1. Update - W. Main Street Public Infrastructure Project (MassWorks)
2. Change Order 1 - W. Main Street Public Infrastructure Project (MassWorks)
3. Execution of Contract - Pleasant Street Drain Improvements

6:45 PM

**Local Devens Committee Discussion**

6:55 PM

**Town Manager's Report**

1. Administrative Update/Review of Town Warrant(s)

7:00 PM

**New Business/Select Board Member Questions**

7:05 PM

**Approval of Meeting Minutes**

April 18, 2023

7:10 PM

**Adjournment**

*\*Agenda Times are approximate and do not constitute exact times*

*The Annual Town Election will be held on Tuesday May 9, 2023  
The next regularly scheduled meeting on the Select Board is Tuesday May 16, 2023 at 6:00 PM, both in-person and via remote participation.*

# Town of Ayer

## Council on Aging/Senior Center



18 Pond Street Rear – Ayer, Massachusetts - 01432  
*Katie Petrossi, Ph.D., Director*

Tel: 978-772-8260  
[kpetrossi@ayer.ma.us](mailto:kpetrossi@ayer.ma.us)

April 27, 2023

Dear Select Board –

Please accept an anonymous donation in the amount of \$2,000.00 to the Ayer Council on Aging/Senior Center. There were no use restrictions placed on the donation. It will be placed in the COA donation account.

Thanks,

*Katie Petrossi, Ph.D.*  
Director  
Ayer Council on Aging  
18 Pond Street  
Ayer, MA 01432  
(978) 772-8260  
[kpetrossi@ayer.ma.us](mailto:kpetrossi@ayer.ma.us)

RECEIVED

APR 07 2023

5/2/23  
6:00 pm

Town of Ayer Class I/II/III

TOWN OF AYER  
OFFICE OF THE SELECT BOARD

10:25 am

Application Fee \$100

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF AYER  
APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF

20\_\_

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class one/two (please circle) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? BROADWAY MOTORING INC.

Business address of concern 77 FITCHBURG RD AYER MA

2. Is the above concern an individual, CORPORATION  
co-partnership, an association or a corporation?

3. If an individual, state full name \_\_\_\_\_  
and residential address.

4. If a co-partnership, state full names \_\_\_\_\_  
and residential addresses composing it.

5. If an association or a corporation state full names and residential addresses of the principal officers: Edward GUKASOV President ✓  
Secretary ✓  
Treasurer ✓

6. Are you engaged principally in the yes  
business of buying, selling or  
exchanging motor vehicles?

If so, is your principal business NO  
the sale of new motor vehicles?

Is your principal business the buying yes  
and selling of second hand motor vehicles?

Is your principal business that of a NO  
motor vehicle junk dealer?

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Building is 5'000 sq. FOOT., 2'500 sq. feet of space will be used as car dealership. Which consist of OFFICES AND GARAGE SERVICE AREA. Car lot and parking in the open space between the building and wooden propane. EXTRA parking and vehicle storage in the fenced lot area behind the building.

8. Are you a recognized agent of a motor vehicle manufacturer? (Yes or  No)

If so, state name of manufacturer: \_\_\_\_\_

9. Have you a signed contract as required by Section 58, Class I? (Yes or  No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

If so, in what city/town: ARLINGTON, NORTH CHELMSFORD (Yes or No)


Did you receive a license?  Yes or No


For what year(s): 2007-2017 ARLINGTON, 2017-2020 N. CHELMSFORD  
2020-NOW ARLINGTON

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? (Yes or  No)

Sign your name in full: Eduard GUKASOV  
(Only authorized to represent the concern herein mentioned)

Printed Name: Eduard GUKASOV

Residence Address: 

Phone Number: 

**IMPORTANT**

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he or she must file a duplicate of the application with the registrar. (See Sec. 59)

The provisions of G.L. c. 140, sec. 58 require that holders of Class 1 and 2 licenses maintain a surety bond in the amount of \$25,000 or equivalent financial security to provide protection to customers purchasing vehicles from such license holders. No license is to be issued without proof of such security.

To whom it may concern:

I'm Edward Gukason owner and operator of BROADWAY MOTORING INC. Used car dealership that located currently in ARLINGTON.

Signed a long term lease FOR 77 FITCHBURGD, that lease was represented by Ed MORIN who currently holds class II used car dealer license.

Ed MORIN is willing to surrender or TRANSFER class II used car dealer license to BROADWAY MOTORING INC. So BROADWAY MOTORING INC could apply for class II used car dealer license

My intentions is to move my operations to Ayer FROM ARLINGTON.

Best regards,  
Edward Gukason

**From:** [Edward Morin](#)  
**To:** [Carly Antonellis](#)  
**Cc:** [broadwaymotoring@yahoo.com](mailto:broadwaymotoring@yahoo.com)  
**Subject:** Class II Dealers License  
**Date:** Tuesday, April 25, 2023 5:41:06 PM  
**Attachments:** [IMG-8242.PNG](#)

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Hi Carly,

I would like to transfer the attached class II dealers license issued to Route 2A Auto Sales Center LLC(77 Fitchburg Road, Ayer) to Ed Gukasov, Broadway Motoring Inc.

I will be attending the meeting on 5/2/23 in case anything further is needed on my end.

Thanks  
Ed Morin



FENCED LOT AREA

Vehicle display AND STORAGE AREA

SHED  
GARAGE

GARAGE  
AREA

OFFICE  
AREA

VEHICLE DISPLAY PAD

VEHICLE  
DISPLAY PAD AREA

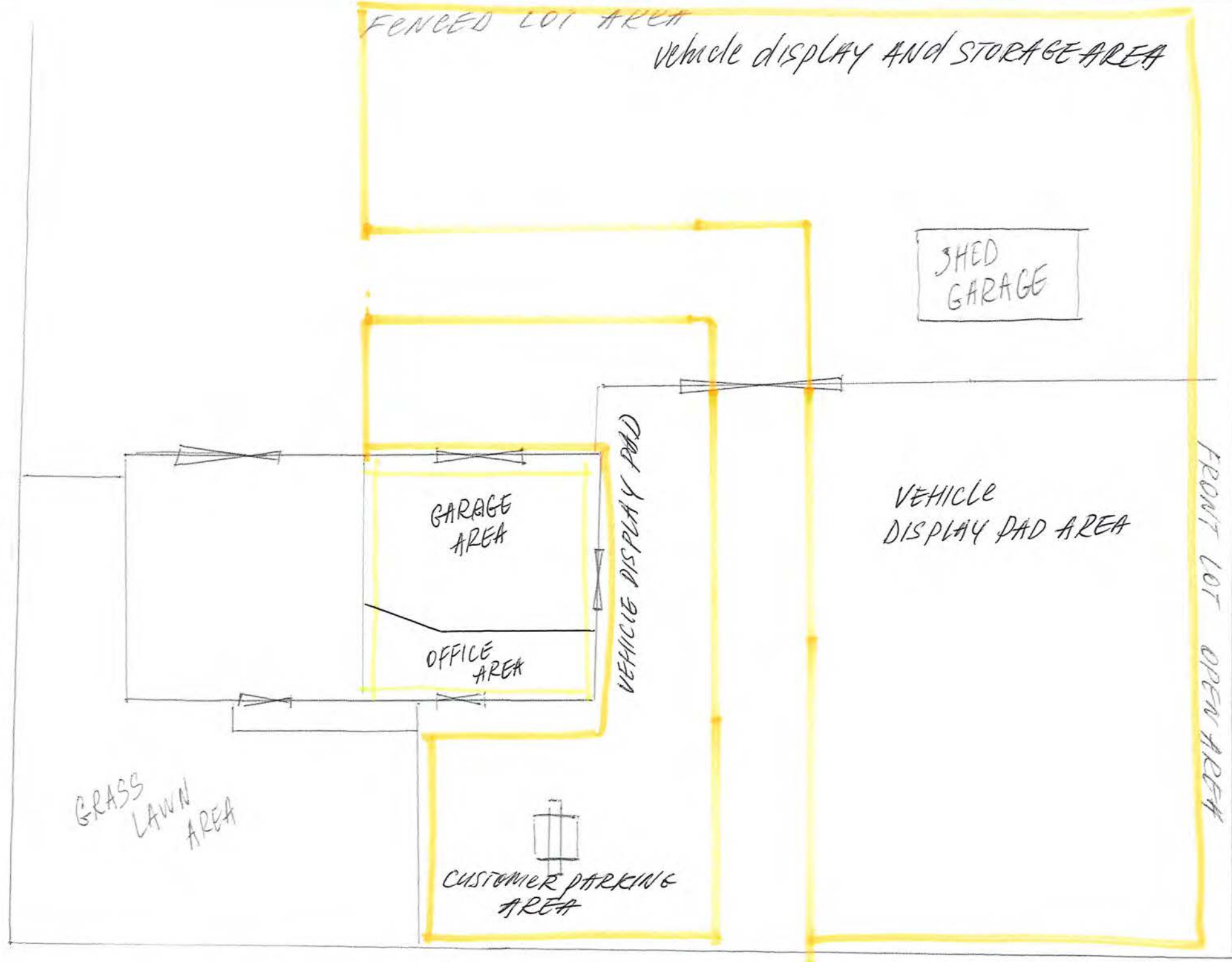
GRASS  
LAWN  
AREA

CUSTOMER PARKING  
AREA

FITCHBURG RD

DARHURST RD

FRONT LOT OPEN AREA



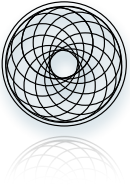


**Town of Ayer  
Select Board  
Department Head Review Summary**

**Transfer of Class II Used Auto Sales License from Edward J. Morin to Broadway Motoring, Inc.**

<b>Department</b>	<b>Comments</b>
Board of Health	No Issues
Department of Public Works	No Comment
Police Department	None at this time
Fire Department	No Fire Department Issues
Building Commissioner/Zoning Enforcement Officer	No Issues
Conservation Commission	No Comment
Treasurer/Tax Collector	n/a
Town Clerk	No Issues – Updated Business Certificate will be required upon approval.
Assessor's Office	Approved
Economic & Community Development	Recommend Approval
Town Planner	Approved.





## ROSATI ACOUSTICS + MULTIMEDIA, INC

ARCHITECTURAL ACOUSTICS | TECH SYSTEMS

Design | Engineer | Consult | Test | Integrate

APRIL 24, 2023

### TOWN OF AYER TOWN HALL GREAT HALL

CHUCK SHULTZ, CRSHULTZ@AYER.MA.US  
DIRECTOR OF FACILITIES MAINTENANCE  
1 MAIN STREET  
AYER, MA 01432

PROJECT MULTI-PURPOSE TOWN HALL GREAT HALL – ARCHITECTURAL ACOUSTICS

SCOPE OVERVIEW ACOUSTICAL MEASUREMENTS AND ANALYSIS  
DESIGN, ENGINEERING, CONSULTATION, MEETINGS

DOCUMENT **SCOPE OF SERVICES AND PROPOSAL 1, v1**

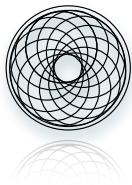
## I SCOPE OF PROFESSIONAL SERVICES PROVIDED BY ROSATI ACOUSTICS + MULTIMEDIA, INC

### A. ARCHITECTURAL ACOUSTICS EVALUATION

1. Review architecture and/or available architectural plans.
2. Evaluate pertinent geometric and acoustical properties.
3. Discussion regarding the extent of acoustical improvements and implementation.
4. Review the applications intended for use of this space.
5. General acoustical consultation relative to this project.

### B. ACOUSTICAL ENGINEERING – MEASUREMENT, ANALYSIS, DESIGN

1. Survey the architecture and characteristics of the hall for optimum test procedures.
2. Notate the pertinent architectural characteristics influencing sound behavior.
3. Perform on-site acoustical tests and measurements.
  - a. Reverberation Time
  - b. Ambient Noise
  - c. Energy versus Time
  - d. Reflection Analysis
  - e. Clarity
3. Perform calculations relative to architectural acoustics properties.
4. Analyze and post process data to extract pertinent design information.
5. Compile and organize data generated from the testing and analysis.
6. Determine available methods and materials to realize acoustical and economic goals.
7. Design and engineer a (practical) method for manipulating and optimizing the hall's acoustical properties which are conducive to the intended applications.
8. The design shall incorporate a custom targeted solution to address the acoustical anomalies.



## ROSATI ACOUSTICS + MULTIMEDIA, INC

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### C. PROJECT DELIVERABLES – PROVIDED DIGITALLY VIA EMAIL

1. Preparation of a document discussing the room acoustics and overall findings.
2. Provide a review and description of test procedures and analysis results.
3. A straightforward graphic will depict the hall's current acoustical performance, as well as a prediction of the performance following engineered treatments.
4. A customized worksheet shall provide architectural acoustics background information.
5. Scaled CAD drawings, delivered in PDF format, shall be submitted which depict the engineered solutions to improve the hall's acoustics.
6. Drawings to convey acoustical mitigation solutions and treatments may include floor plans, elevations, sections, reflected ceiling plans and details, as required.
7. Drawings to convey arrangement and installation details for the engineered solution.
8. A drawing-coordinated schedule of acoustical materials and speciality supplies (as required) will be submitted. Schedule to include salient characteristics, dimensions and procurement information for the materials/treatments.
9. Drawings shall provide details regarding specific fabrication techniques and particulars for custom treatments/solutions, as required.
10. Drawing shall include notes and methods for proper installation.
11. Aesthetics shall be considered when designing the acoustical solution.

### D. SPACES COVERED BY THIS SCOPE

1. The Ayer Town Hall Great Hall.

### E. PROJECT TIMELINE

1. Site visits – to be scheduled.
2. Timeline for deliverables is to be determined.
3. Dates and timelines may be modified by mutual agreement.
4. If an unforeseeable consequence arises, it shall be reported immediately to all parties.

### F. SITE VISITS

1. This scope includes two site visits.
2. Site Travel 1 – Site visit to the Great Hall to meet and discuss acoustics. Conduct a comprehensive acoustics test and measurement session. This site visit is anticipated to require approximately 4 hours on-site.
3. Site Travel 2 – Site visit to the Town Hall to review, discuss and receive feedback regarding the acoustical solution design plan. This visit to occur following submission of deliverables.
4. Additional supplementary visits are to be determined via discussion and prior approval.
5. Site visit destination is the project address specified on page one.

### G. TEST AND MEASUREMENT EQUIPMENT

1. Supply and implementation of a specialized complement of equipment to accomplish the tests and measurements as specified within this scope.
2. Supply and implementation of a specialized complement of equipment to post process the captured data for analysis, design and documentation as specified within this scope.
3. Supply and implementation of licensed software for processing captured data.
4. Equipment shall conform to professional standards.
5. Equipment calibration shall be verified on-site prior to testing.



## ROSATI ACOUSTICS + MULTIMEDIA, INC

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## II PROJECT FEE AND PROPOSED PAYMENT SCHEDULE

### A. COMPREHENSIVE PROJECT FEE FOR SCOPE OUTLINED IN SECTION I

1. Abbreviated professional service summary: site visits, measurements, analysis, consultation, design and engineering, deliverables and expenses, as stated herein.
2. The total comprehensive project fee covering the stipulated professional services described herein equals \$6,470. A proposed payment schedule is listed in section II-C.
3. This project fee will not change unless the scope is modified by mutual agreement.

### B. COMMON PROJECT EXPENSES

The project expenses that may be incurred as a result of this scope/project are separated into two categories.

1. Included expenses, as applicable.
  - a. Travel time to and from the site for included visits and test sessions.
  - b. Transportation to and from the site for included visits and test sessions.
  - c. Equipment transportation to and from the site for included test sessions.
  - d. Test equipment complement, as required.
  - e. Test equipment transportation and delivery, as required.
  - f. Analysis equipment, software, post processing hardware, as required.
2. Expenses not included, if applicable.
  - a. Parking related to site visits/testing/meetings.
  - b. Printing and duplicating.
  - c. Shipping and postage.
  - d. Services of other professionals.
  - e. Materials.
  - f. Permits and licenses.
  - g. Fees required to collect any outstanding balances.
  - h. Dedicated insurance (other than Standard 1M/2M General Liability).
  - i. Equipment theft while on client's premises (to include all/parking areas).
  - j. Equipment damage or vandalism while on client's premises (all areas).
  - k. CAD/design document revision requiring greater than 2 hours.
  - l. Document revision due to inaccurate information inadvertently conveyed to RA+MI that became factored into the design procedure or documents.

### C. PAYMENT SCHEDULE – PROPOSED (SUBJECT TO CLIENT APPROVAL)

1. Payment for this project is proposed to be divided into two installments.
2. Initial Payment – Due following acceptance of services or at first site visit.  
Equal to 50% of total fee, the amount of \$3,235.00.
3. Final Payment – Due NET 30 following receipt of deliverables.  
Equal to 50% of total fee, the amount of \$3,235.00.



## ROSATI ACOUSTICS + MULTIMEDIA, INC

ARCHITECTURAL ACOUSTICS | TECH SYSTEMS

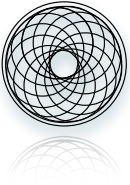
Design | Engineer | Consult | Test | Integrate

### D. PROJECT TERMS

1. A complete list of invoice terms and conditions, not included herein, are available as required via an email request to Rosati Acoustics + Multimedia, Inc (RA+MI).
2. Invoices not paid within 31 days of the due date may be subject to a late charge and/or interest at rates allowable by applicable law.
3. Any expense incurred to collect fees for the services of RA+MI, legal or late charges are to be paid forthwith by the client – in addition to all other invoiced fees and charges.
4. The work product/deliverables listed within this document are hereby not released for implementation from RA+MI until applicable invoices are paid as agreed.
5. The flat fee for an additional site visit, requiring less than or equal to 2 hours, equals \$550. Additional visits require prior verbal or written (email) approval.
6. Site visits, either included or additional, shall be counted if Rosati Acoustics (personnel) arrives at a site and the scheduled test session or meeting is unable to commence due to circumstances not conducive to the visit, which may include, but not be limited to, client or client's representative not arriving, power not available for a test session, lighting not operational for an inspection, entrance to premises not attainable, et cetera.
7. The addendum rate for each site visit greater than 2 hours adds \$185.00/hour, and is calculated in 0.2 hour increments. Exceptions are a scheduled test session which include extended time on-site of up to 4 hours. A scope specifying testing is required. Exceptions may also include test equipment glitches or other unforeseen circumstances to be discussed as required.
8. Travel fees and expenses are included with the rates stated for site visits.

### E. PROJECT CONFIDENTIALITY

1. The consultant/design and engineering firm of Rosati Acoustics + Multimedia, Inc (RA+MI) shall not share sensitive information regarding the client or project. Information shared between RA+MI and the staff/representatives of the Town of Ayer shall be held confidential and not shared in any manner, except as required to relevant parties.
2. RA+MI shall not disclose or publish any information regarding this project without prior written permission from authorized staff of the Town of Ayer.
3. The RA+MI Scope of Services and Proposal document, as well as other related and sensitive information, shall be held confidential and not shared in any manner, except as required to relevant parties.
4. The deliverables provided by RA+MI are application specific for exclusive single purpose use in the Town of Ayer's Great Hall acoustical project. Deliverables shall not be implemented or repurposed in any form without the express written permission of RA+MI. Deliverables shall be held confidential and not shared in any manner, except as required to relevant parties.



## ROSATI ACOUSTICS + MULTIMEDIA, INC

ARCHITECTURAL ACOUSTICS | TECH SYSTEMS

Design | Engineer | Consult | Test | Integrate

### III OPTIONAL PROFESSIONAL SERVICES

#### A. SERVICES AVAILABLE (NOT INCLUDED WITH THIS SCOPE)

1. Design and engineering of solutions for sound and vibration transmission issues.
2. Supplementary site visits – either individually or as a prearranged package.
3. Supplementary test, measurement and analysis services – these may include environmental noise survey, testing at a project milestone, testing post execution of construction. Testing prototypes of acoustical fabrications, materials or AV devices.
4. Impact testing (IIC) of a floor assembly – a specialized test system utilizing a motorized device with standardized and quantifiable stimulus characteristics.
5. Sound transmission testing (STC) of a construction assembly (wall, door, floor, et cetera) – a specialized test system that provides standard transmission loss data.
6. Technical systems design, engineering, analysis (audio/sound/video/control/theatrical lighting) – applications include performance, athletics, assemblies, masking, recording, lectures, meetings, audience participation, background/foreground music playback, announcements, conference (A/V), language translation, assistive listening systems and large venue sound systems.
7. Procurement of specialized acoustical products and/or technical equipment.
8. Custom design and fabrication of audio or control related devices.
9. Printing, collation and shipping services for drawings/documents produced by this firm.

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Thank you for the opportunity to submit a scope of services and proposal for this interesting project.

Alternatives are available for several aspects of this scope and proposal. I'm willing to discuss any element of the project, including implementation, scheduling, logistics or this document.

Please do not hesitate to contact me.

Regards,

Robert A. Rosati  
President  
**ROSATI ACOUSTICS + MULTIMEDIA, INC**



# ROSATI ACOUSTICS + MULTIMEDIA, INC

ARCHITECTURAL ACOUSTICS | AV SYSTEMS

Design | Engineer | Consult | Integrate

## APPENDIX

THE SIGNATURES BELOW REPRESENT AN AGREEMENT TO ACCEPT THIS DOCUMENT.

APRIL 24, 2023

### TOWN OF AYER

#### TOWN HALL GREAT HALL

CHUCK SHULTZ, CRSHULTZ@AYER.MA.US  
DIRECTOR OF FACILITIES MAINTENANCE  
1 MAIN STREET  
AYER, MA 01432

PROJECT MULTI-PURPOSE TOWN HALL GREAT HALL – ARCHITECTURAL ACOUSTICS

SCOPE OVERVIEW ACOUSTICAL MEASUREMENTS AND ANALYSIS  
DESIGN, ENGINEERING, CONSULTATION, MEETINGS

DOCUMENT **SCOPE OF SERVICES AND PROPOSAL 1, v1**

- This agreement may be amended only in writing and signed by both parties.
- The parties with signatures below accept this complete scope and proposal agreement.
- The parties with signatures below are authorized to enter into this scope and proposal agreement.

CLIENT  
**▶ TOWN OF AYER**  
 CHUCK SHULTZ, DIRECTOR OF FACILITIES

CONSULTANT  
**▶ ROSATI ACOUSTICS + MULTIMEDIA, INC**  
 R.A. ROSATI

This Scope and Proposal Accepted by:

This Scope and Proposal Accepted by:

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Company Rosati Acoustics + Multimedia, Inc

Title \_\_\_\_\_

Title President \_\_\_\_\_

Project As stated herein. \_\_\_\_\_

Project As stated herein. \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## **RISE Engineering window and door improvement recommendations**

Date: April 24, 2023

Facility: **Town of Ayer- Town Hall**  
Location: 1 Main St, Ayer, MA 01432

Scope created by: Erik Nerstheimer, Field Services Supervisor, RISE Engineering  
enerstheimer@riseengineering.com  
(401) 784-3700 x 6133. Mobile: (401) 744-8387

### **GENERAL PROJECT DESCRIPTION**

- Attic Air sealing and insulation
- Window and Door weatherization.

### **Weatherization Measures**

- Air sealing: Seal chases, plumbing and wiring penetrations, access openings and other leakage points in the open attics to reduce heat loss via thermal by-pass and air infiltration/exfiltration. This includes:

- 1500 sf open main attic
- 637 sf of rear lower attic

High quality foams, caulks, and other materials will be used to seal sources of air leakage.

Air sealing hours= 42

**Total charge for this measure: \$6,703**

- Attic access: Weather-strip and insulate 1 attic access with new access cover. Create a temporary drywall access through the ceiling to access the lower rear attic. The access will be closed using the original drywall and sealed using tape and joint compound. Sanding and painting are not included.

12 LF. Of weather-stripping.

**Total charge for this measure: \$351**

- Upper attic slope insulation: Furnish and install 8", R-26 Class 1 Cellulose insulation to 3750 SF of un-insulated upper attic slopes.

**Total charge for this measure: \$16,830**

- Lower attic slope insulation: Furnish and install 8", R-26 Class 1 Cellulose insulation to 455 SF of un-insulated lower attic slopes.

**Total charge for this measure: \$2,128**

- Upper attic insulation: Furnish and install R-38 Class 1 Cellulose insulation to 1500 SF of un-insulated upper attic flat.

**Total charge for this measure: \$5,044**

- Lower attic insulation: Furnish and install R-38 Class 1 Cellulose insulation to 637 SF of un-insulated lower attic flat.

**Total charge for this measure: \$2,143**

- Window Improvements: Install weather-stripping as applicable to the bottom sash of 58, wood framed double hung windows. The weather-stripping will be surface mounted to the interior window sills and stops to reduce air infiltration. The top sashes will be secured in the closed position and sealed using latex caulk. Damaged wood, hardware and other components that need repair will be assessed on inspection.  
1105 LF of window weather-stripping.

**Total charge for this measure: \$56,448**

- Door weather-stripping: Install weather-stripping and appropriate sweeps to:

- 3 wood double doors
- 2 wood single doors
- 141 LF of weather-stripping

**Total charge for this measure: \$1,383**

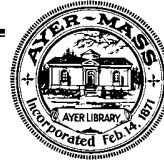
**\*NOTE-any furniture that would prohibit working access to the interior of the window must be moved prior to installation, by others.**

**The main attic must be accessed by using the available one person lift. The ceiling is 30' from the floor.**

**The front attic area, the 3<sup>rd</sup> floor section, is not included in this quote as there are too many obstacles and there are heating pipes that are elevated and running down slope cavities.**



Dan Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Herson, P.E., Town Engineer  
Pam Martin, Business Manager



25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
T: (978) 772-8240  
F: (978) 772-8244

## MEMORANDUM

Date: May 2, 2023  
To: Select Board  
From: Dan Van Schalkwyk, P.E., Director  
Subject: **Agenda Items for May 2, 2023, Select Board Meeting**

- 1. Update – Ayer West Main Street Public Infrastructure Project (MassWorks) –**  
The DPW Director will provide a brief update of the ongoing work, schedule, and final layout of the West Ayer Village project.
- 2. Change Order 1 – Ayer West Main Street Public Infrastructure Project (MassWorks) –**  
Attached is Change Order 1 for the construction of the Ayer West Main Street Public Infrastructure Project. The change order includes additional work due to unknown utilities, unforeseen concrete base material, winter pavement markings, curbing changes, time extension for winter shutdown, and overages for some actual quantities versus estimated quantities at time of bidding; for a total amount of \$339,393.76. Note there is ample contingency in the project, the new project total after the change order is included becomes \$2,921,916 and the project construction budget is \$3,664,201.

I recommend approval of Change Order No. 1 for the Ayer West Main Street Public Infrastructure Project, Onyx Corporation, in the amount of \$339,393.76 and including the time extension for signature by the Board.

- 3. Execution of Contract for Pleasant Street Drain Improvements –** Attached is a contract for execution for drain improvements on Pleasant Street. The project is located near 109 Pleasant Street and Pleasant Street Extension to replace a poor condition drainage pipe that failed and includes improvements to structures being replaced. The project was designed, permitted, and bid by DPW Engineering. We opened 8 bids for the project on April 20<sup>th</sup>. Bids ranged from \$70,750 to \$147,950. The engineer's estimate was \$84,095. The low bidder is CHB Excavating of Westford, MA, already contracted to complete Third Street Water and Drain Improvements this year. I recommend executing the contract with CHB Excavating in the amount of \$70,750.

Requested Motion – Vote to execute the contract with CHB Excavating for the Pleasant Street Drain Improvements project in the amount of \$70,750 (for signature by the Board).

# West Main Street MassWorks Project Update West Ayer Village

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- Remaining Work (major items)
  - Curbing (Ongoing)
  - Sidewalks and Driveway Aprons (Ongoing)
  - 2" of top course final paving
  - Line Striping
  - Signage
  
- Completion by June 30, likely sooner

# West Main Street MassWorks Project Update West Ayer Village



# West Main Street MassWorks Project Update West Ayer Village



# West Main Street MassWorks Project Update West Ayer Village



# West Main Street MassWorks Project Update West Ayer Village

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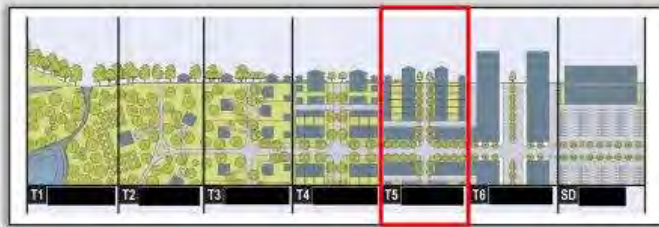


# West Main Street MassWorks Project Update West Ayer Village



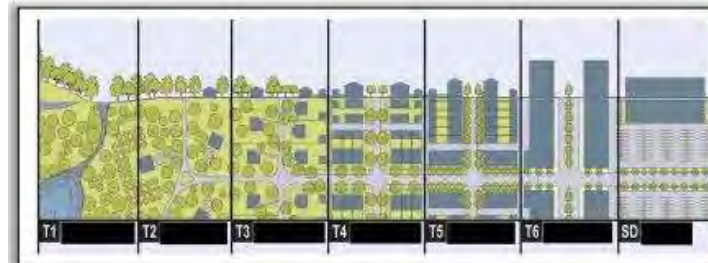
# West Main Street MassWorks Project Update West Ayer Village

- Corridor design to meet form-based code:



**T.5**

Village Core



**T.5.1**

Village Street





Willow Branch

Pinard's Landscaping

The Copper & Clover Beauty Co

Woo Jung  
Korean • \$\$

Sculley Rd

Ayer Animal Medical  
Center, A Thrive Pet...

Karyn's Kitchen  
Breakfast • \$

Ruby donut shop

W Main St

**Village Street**

**Village Core**

Macpherson Rd

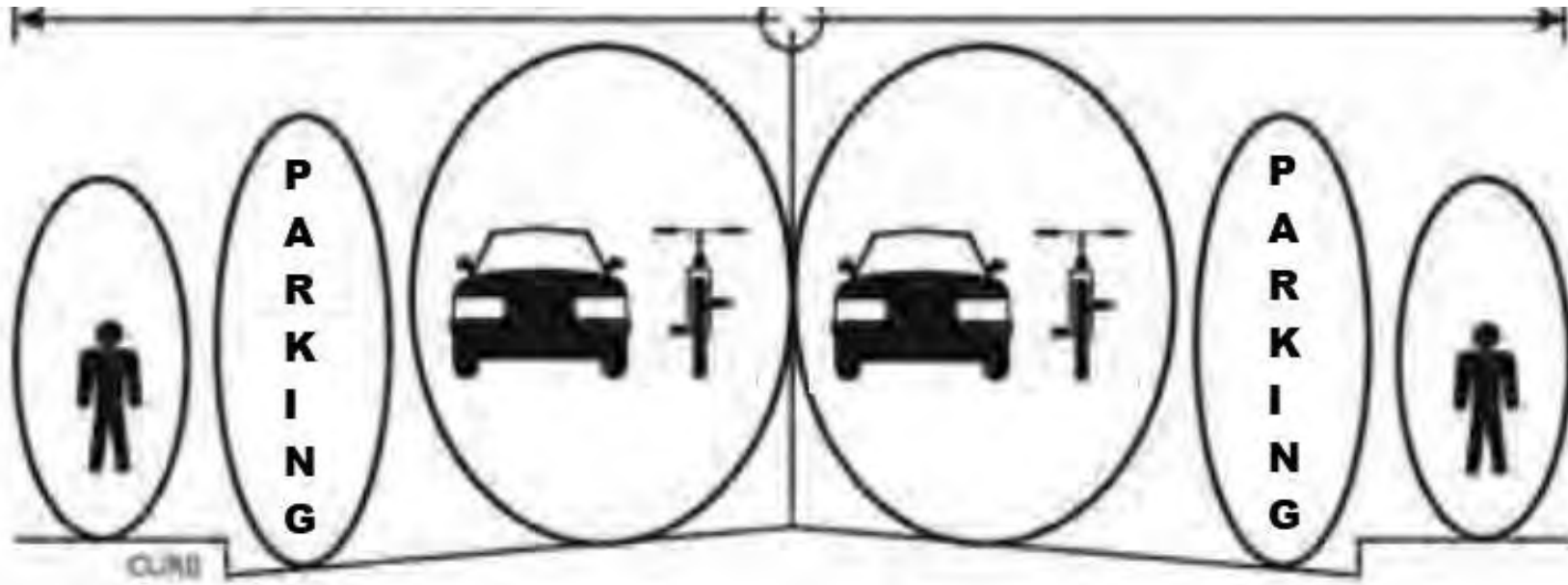
Willow Branch

W Main St

# West Main Street MassWorks Project Update West Ayer Village

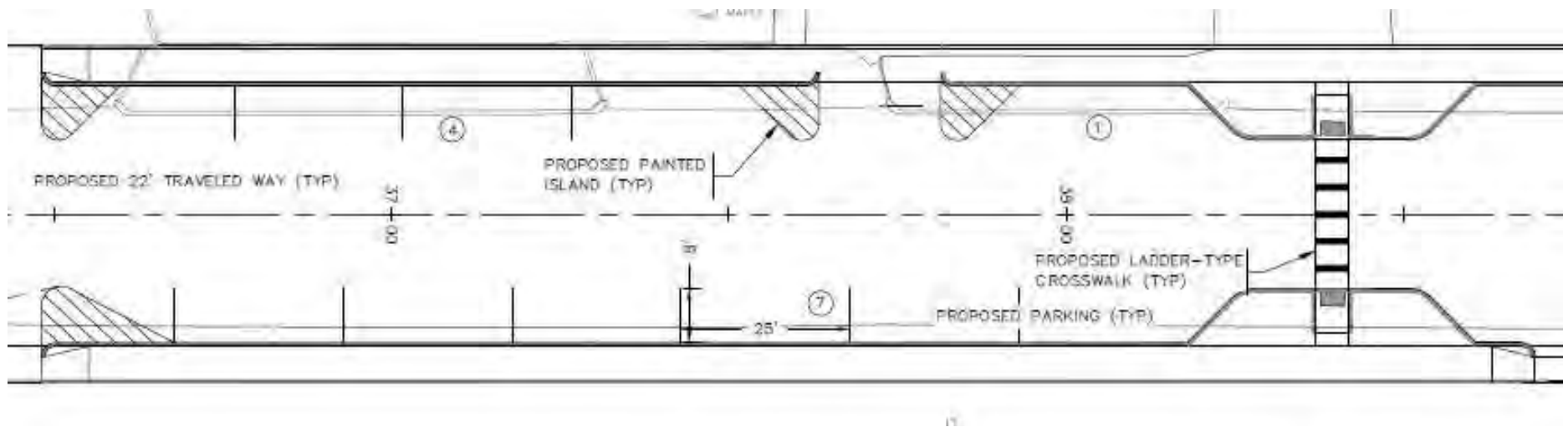
## Village Core Design

- The heart of the form-based code village district, approximately 500-feet in length, consists of on-street parking, sidewalks, and shared travel/bike lanes. Also included are two curb extensions with crosswalks for safer pedestrian crossing.



# West Main Street MassWorks Project Update West Ayer Village

## Village Core Design

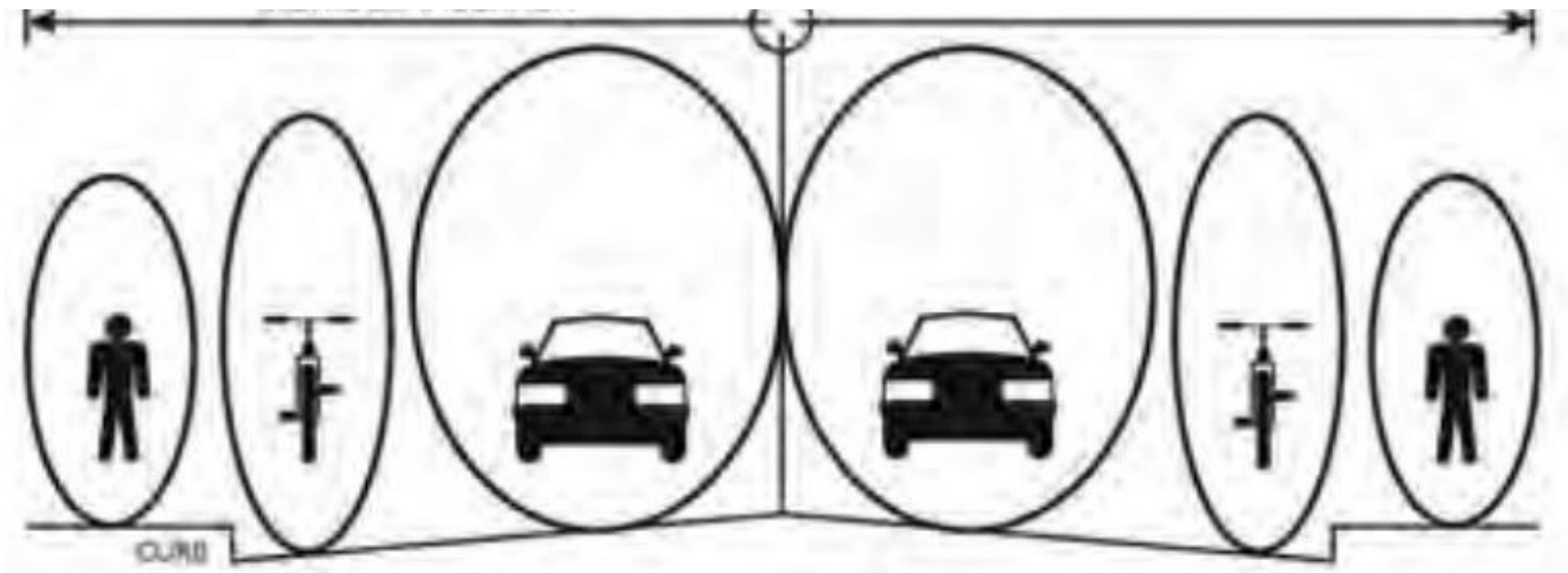


# West Main Street MassWorks Project Update West Ayer Village

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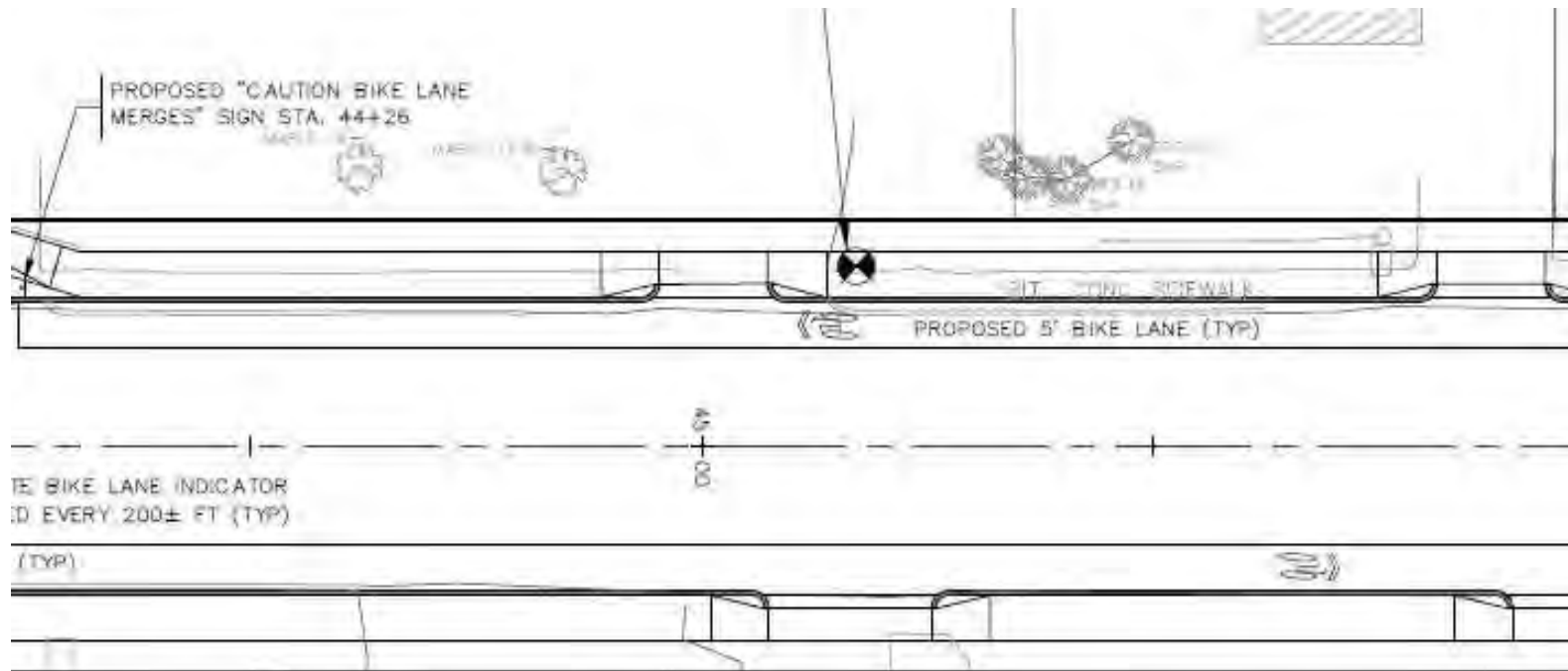
## Village Street Design

- The remaining 2,000 feet of the corridor consists of dedicated bike lanes, travel lanes, and sidewalks. Below is a snapshot of an example of the village street area.



# West Main Street MassWorks Project Update West Ayer Village

## Village Street Design



# West Main Street MassWorks Project Update West Ayer Village



**Example: West Acton**

# West Main Street MassWorks Project Update West Ayer Village



**Example: West Acton**

# West Main Street MassWorks Project Update West Ayer Village



**Example: West Acton**



# West Main Street MassWorks Project Update West Ayer Village



**Example: West Acton**

# West Main Street MassWorks Project Update West Ayer Village



**Example: West Acton**

# Change Order No. 1

Date of Issuance: May 2, 2023 Effective Date: May 2, 2023

Project: Ayer West Main St Public Infrastructure Project	Owner: Town of Ayer, MA	Owner's Contract No.: 21DPW11
Contract: Ayer West Main St Public Infrastructure Project		Date of Contract: <b>October 25, 2021</b>
Contractor: <b>Onyx Corporation</b>		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: See attached memo and backup materials

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>2,582,522.50</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>December 3, 2022</u> Ready for final payment (days or date): <u>January 2, 2023</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :  \$ <u>0.00</u>	[[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:  \$ <u>2,582,522.50</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>December 3, 2022</u> Ready for final payment (days or date): <u>January 2, 2023</u>
Increase of this Change Order:  \$ <u>339,393.76</u>	Increase of this Change Order: Substantial completion (days or date): <u>May 31, 2023</u> Ready for final payment (days or date): <u>June 30, 2023</u>
Contract Price incorporating this Change Order:  \$ <u>2,921,916.26</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>May 31, 2023</u> Ready for final payment (days or date): <u>June 30, 2023</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Dan Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Herson, P.E., Town Engineer  
Pam Martin, Business Manager

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
T: (978) 772-8240  
F: (978) 772-8244

## Memorandum

Date: April 26, 2023

To: File

From: Dan Van Schalkwyk, P.E., Ayer DPW

**Re: Change Order 1 – Ayer West Main St Public Infrastructure Project**

Below are the proposed changes and associated costs included in Change Order 1. **The Total Cost of Change Order 1 is \$339,393.76**

PCO3 – Delay for unmarked utility \$4,622.91

Unforeseen delay for utility not shown on plan or marked

PCO4 – Removal of concrete road base near Verbeck Gate \$4,622.91

Unknown base material of concrete caused slow down requiring removal for water main install

PCO5 – Unmarked drain manhole and changes required \$5,253.59

Unforeseen delay for utility marking and changes required to connect to system

PCO6 – Delay for unmarked utility \$3,159.89

Unforeseen delay for utility not shown on plan or marked

PCO7 – Relocate hydrant \$3,422.13

Hydrant location was too close to roadway

PCO8 and 9 – Utility conflict delays \$4,497.24 and \$4,240.73

Unforeseen delay for utility conflicts not shown on plans

PCO10 – Tree and stump removals outside scope \$3,544.71

PCO11 – Temporary pavement markings for winter \$13,925.67

PCO12 – Related to unmarked utility near Plaza \$4,848.06

Unforeseen delay for utility not shown on plan or marked

PCO13 – Related to unmarked utility stn 37+25 \$8,147.46

Unforeseen delay for utility not shown on plan or marked

PCO14 – Cape cod berm in lieu of edging near Willow Brook \$8,498.56

This will result in a lower cost as the cost for edging would be approximately \$20,000

Estimated Quantities vs Actual Quantities performed through Pay App 5 include actual quantities in excess of estimated and the below, amount of \$270,609.90

- Increase in drainage pipe required to replace poor condition drainage found during construction
- Additional drop-inlets required due to utility conflicts (mainly duct bank)
- Additional water service (stubbed) for future connections
- Trench patch in excess mainly due to leveling required after milling



18 Wetherbee Street  
 Acton, Massachusetts 01720  
 Office: (978)263-1185  
 Fax: (978) 287-4052  
[www.onyxcorporation.net](http://www.onyxcorporation.net)

**Date:** 1/9/2023 **Job No.** EX-21-0011  
**Owner:** Town of Ayer **Project:** West Main Street  
 Dept of Public Works  
 25 Brook St. **Contract #** 21DPW11  
 Ayer MA. 01432  
**Attention:** Dan Van Schalkwyk, P.E.  
**Date of Work:** 4/5/2022 **COR** 3

**Description:** TM07-5000 Delay of water main installation work for hitting an unmarked gas service located at the Verbeck Gate House. Gas service not marked and less than 18" below surface of asphalt. 4 hours of crew down time for the gas company to come repair the existing service that was unmarked.

Quantity		Unit	Rate		Amount
<b>Labor</b>					
1	Operator Foreman	4.0	HR \$ 81.43	= \$	325.72
1	Operator	4.0	HR \$ 81.43	= \$	325.72
2	Laborer	4.0	HR \$ 62.05	= \$	496.40
			<i>Burden</i>	44%	\$ 505.05
			<i>Labor Subtotal</i>		\$ 1,652.89
<b>Equipment</b>					
2	Tool Truck	4.0	HR \$ 30.34	= \$	242.72
1	2018 Cat 335FLCR	4.0	HR \$ 200.31	= \$	801.24
1	CAT 410L Backhoe	4.0	HR \$ 99.34	= \$	397.36
1	Cat 926 Loader	4.0	HR \$ 81.27	= \$	325.08
1	Grimmer-Schmidt 185 Portable Air Compressor	4.0	HR \$ 29.02	= \$	116.08
1	Trench Box	4.0	HR \$ 10.09	= \$	40.36
			<i>Equipment Subtotal</i>		\$ 1,922.84
<b>Subcontractors</b>					
1	Hired Triaxle - RS Flannery Excavating	4.0	HR \$ 107.50	= \$	430.00
			<i>Subcontractor Subtotal</i>		\$ 430.00
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$ 536.36
			<b>Overhead and Profit on Subcontractors</b>	5%	\$ 21.50
			<b>Subtotal</b>		\$ 4,563.58
			<b>Bond</b>	1.30%	\$ 59.33
			<b>Total</b>		<b>\$ 4,622.91</b>



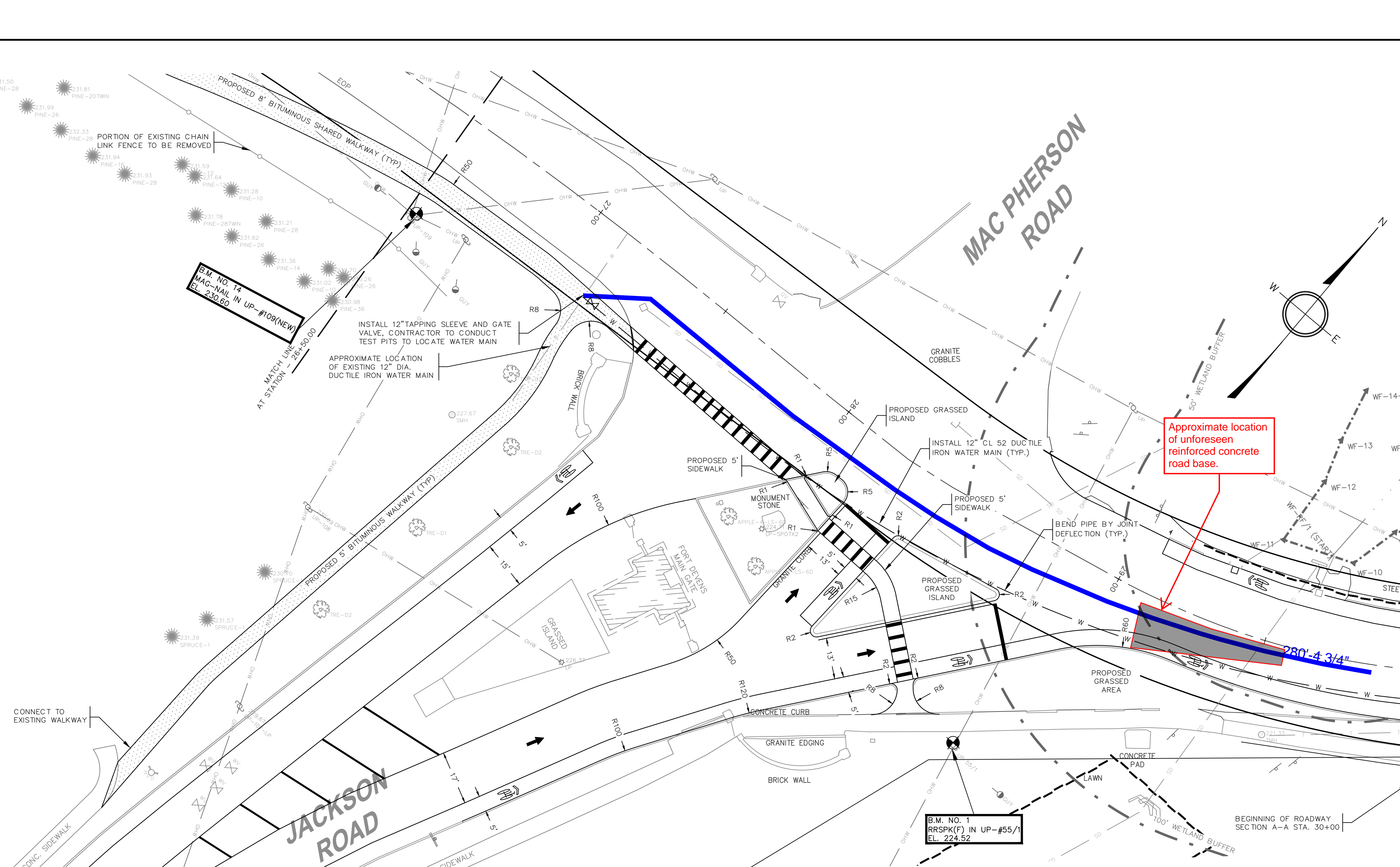


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**Date:** 1/9/2023 **Job No.** EX-21-0011  
**Owner:** Town of Ayer **Project:** West Main Street  
 Dept of Public Works  
 25 Brook St. **Contract #** 21DPW11  
 Ayer MA. 01432  
**Attention:** Dan Van Schalkwyk, P.E.  
**Date of Work:** 4/6/2022 **COR #** 4

**Description:** During water main installation work, Onyx discovered and unforeseen concrete road base between Sta. 29+10 to Sta. 29+60 near Verbeck Gate. Additonal time for reinforced concrete removal and hauling to waste. No disposal cost.

Quantity		Unit	Rate		Amount
<b>Labor</b>					
1	Operator Foreman	4.0	HR \$ 81.43	= \$	325.72
1	Operator	4.0	HR \$ 81.43	= \$	325.72
2	Laborer	4.0	HR \$ 62.05	= \$	496.40
			<i>Burden</i>	44%	\$ 505.05
			<i>Labor Subtotal</i>		\$ 1,652.89
<b>Equipment</b>					
2	Tool Truck	4.0	HR \$ 30.34	= \$	242.72
1	Grimmer-Schmidt 185 Tow Behind Compressor	4.0	HR \$ 29.02	= \$	116.08
1	2018 Cat 335FLCR	4.0	HR \$ 200.31	= \$	801.24
1	John Deere 410L Backhoe	4.0	HR \$ 99.34	= \$	397.36
1	Cat 926 Loader	4.0	HR \$ 81.27	= \$	325.08
1	Trench Box	4.0	HR \$ 10.09	= \$	40.36
			<i>Equipment Subtotal</i>		\$ 1,922.84
<b>Subcontractors</b>					
1	Hired Triaxle - R.S Flannery Excavating	4.0	HR \$ 107.50	= \$	430.00
			<i>Subcontractor Subtotal</i>		\$ 430.00
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$ 536.36
			<b>Overhead and Profit on Subcontractors</b>	5%	\$ 21.50
			<b>Subtotal</b>		\$ 4,563.58
			<b>Bond</b>	1.30%	\$ 59.33
			<b>Total</b>		\$ 4,622.91



MAC PHERSON ROAD

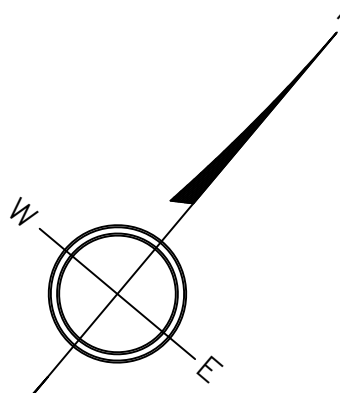
JACKSON ROAD

B.M. NO. 14  
MAG-NAIL IN UP-#109(NEW)  
EL. 230.60

B.M. NO. 1  
RRSPK(F) IN UP-#55/1  
EL. 224.52

Approximate location  
of unforeseen  
reinforced concrete  
road base.

BEGINNING OF ROADWAY  
SECTION A-A STA. 30+00



PORTION OF EXISTING CHAIN  
LINK FENCE TO BE REMOVED

INSTALL 12" TAPPING SLEEVE AND GATE  
VALVE, CONTRACTOR TO CONDUCT  
TEST PITS TO LOCATE WATER MAIN

APPROXIMATE LOCATION  
OF EXISTING 12" DIA.  
DUCTILE IRON WATER MAIN

GRANITE  
COBBLES

INSTALL 12" CL 52 DUCTILE  
IRON WATER MAIN (TYP.)

PROPOSED 5'  
SIDEWALK

BEND PIPE BY JOINT  
DEFLECTION (TYP.)

PROPOSED GRASSED  
AREA

CONNECT TO  
EXISTING WALKWAY

PROPOSED 5' BITUMINOUS WALKWAY (TYP.)

PROPOSED 8' BITUMINOUS SHARED WALKWAY (TYP.)

PROPOSED 5'  
SIDEWALK

GRANITE EDGING

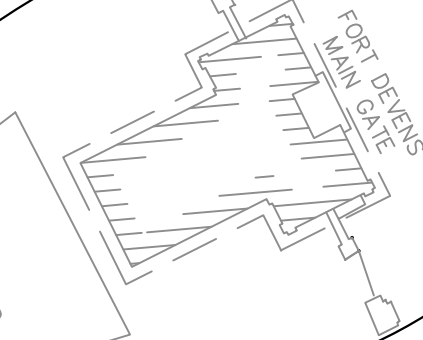
BRICK WALL

CONCRETE CURB

GRANITE CURB

R1 MONUMENT  
STONE

GRASSED  
ISLAND



BRICK WALL

50' WETLAND BUFFER

100' WETLAND BUFFER

280'-4 3/4"

AT STATION - 26+50.00  
MATCH LINE

CONC. SIDEWALK

SIDEWALK

STEEL

WF-10

WF-11 (START)

WF-12

WF-13

WF-14

WF-15

WF-16

WF-17

WF-18

WF-19

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**Date:** 1/9/2023 **Job No.** EX-21-0011  
**Owner:** Town of Ayer **Project:** West Main Street  
 Dept of Public Works  
 25 Brook St. **Contract #** 21DPW11  
 Ayer MA. 01432  
**Attention:** Dan Van Schalkwyk, P.E.  
**Date of Work:** 04/13/2022 and 4/14/2022 **COR #** 5

**Description:** While excavating for the water and drainage, an existing live manhole was discovered approximately 3 feet below grade with live laterals going through the proposed DMH#1. Downtime for investigations and determining existing inverts and current flows for rework of the drain system (2.5 hrs). Additional time on 4/14/22 to re-work the laterals and drain system to work in conjunction of the water main location (2 hrs).

Quantity		Unit	Rate		Amount
<b>Labor</b>					
1	Operator Foreman	4.5	HR \$ 81.43	= \$	366.44
1	Operator	4.5	HR \$ 81.43	= \$	366.44
2	Laborer	4.5	HR \$ 62.05	= \$	558.45
			<i>Burden</i> 44%	\$	568.18
			<i>Labor Subtotal</i>	\$	1,859.50
<b>Equipment</b>					
2	Tool Truck	4.5	HR \$ 30.34	= \$	273.06
1	2018 Cat 335FLCR	4.5	HR \$ 200.31	= \$	901.40
1	Cat 926 Loader	4.5	HR \$ 81.27	= \$	365.72
1	John Deere 410L Backhoe	4.5	HR \$ 92.34	= \$	415.53
1	Grimmer-Schmidt 185 Tow Behind Compressor	4.5	HR \$ 29.02	= \$	130.59
1	Trench Box	4.5	HR \$ 10.09	= \$	45.40
			<i>Equipment Subtotal</i>	\$	2,131.69
<b>Subcontractor</b>					
1	Hired Triaxle - RS Flannery	4.5	HR \$ 107.50	= \$	483.75
			<i>Subcontractor Subtotal</i>	\$	483.75
<b>Materials</b>					
	Sewer Brick	40	EA \$ 1.10	= \$	44.00
	Type S Mortar	4	EA \$ 8.21	= \$	32.84
			<i>Materials Subtotal</i>	\$	76.84
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$ 610.20
			<b>Overhead and Profit on Subcontractors</b>	5%	\$ 24.19
			<b>Subtotal</b>	\$	5,186.17
			<b>Bond</b>	1.30%	\$ 67.42
			<b>Total</b>	\$	<b>5,253.59</b>

## Nick Begley

---

**From:** Nick Begley  
**Sent:** Wednesday, April 13, 2022 4:19 PM  
**To:** Dan Van Schalkwyk  
**Cc:** mwetzel@ayer.ma.us; Dennis Bousquet; Jon King; Nate Vega; John Durkin Jr.  
**Subject:** West Main Street: Buried Manhole Discovery 04.13.22  
**Attachments:** Buried Manhole\_03 04.13.22.jpg; Buried Manhole Casting\_02 04.13.22.jpg; Buried Manhole\_01 04.13.22.jpg; Ayer - West Main - Buried MH - Plan Mark up 04.13.22.pdf

Dan,  
We discovered another unmarked utility structure this morning while installing the watermain. We found a buried manhole, with casting about 3 feet below grade. I've attached a few photos of the structure and cover. This was located right off the North Western corner of the proposed meter vault, near the existing edge of pavement. The brick structure has four inverts for pipe and held flowing drain water: one of which comes in from an adjacent CB (shown in the upper portion of photo 03), one outlets across West Main Street to daylight, one unknown in from the grass area in Devens, and one more coming in from the East along edge of pavement . We believe this pipe coming along the EOP carries the water from the existing catch basins in the plaza parking lot. We plan to track this as another unmarked utility delay and submit T&M.

We also don't think we will be able to install the meter vault in the proposed location because the DIP entering into the structure would need to pass through the buried manhole. We feel that it is best to shift the meter vault East towards the plaza, about 12 feet. If this is ok, please let us know tomorrow so we can install the tees in the main line.

Thanks,

*Nick Begley – Project Manager*



*Office: 978-263-1185*

*Fax: 978-287-4052*

*Cell: 978-518-5290*

*Email: [nbegley@onyxcorporation.net](mailto:nbegley@onyxcorporation.net)*

*Website: [www.onyxcorporation.net](http://www.onyxcorporation.net)*

*Address: 18 Wetherbee Street Acton, Massachusetts 01720*

Please send all invoices to [ap@onyxcorporation.net](mailto:ap@onyxcorporation.net)

ASSESSOR MAP 32  
PARCEL ID: 55  
#217 WEST MAIN STREET

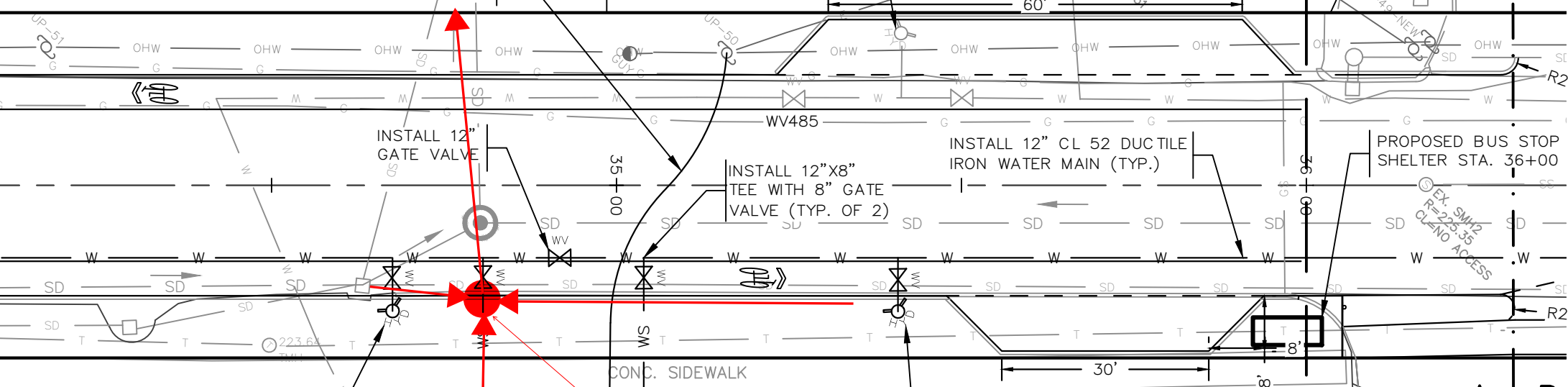
MATCH LINE  
AT STATION - 36+00.00

INSTALL 2-2" RGS CONDUITS FROM METER  
FAULT TO 3' ABOVE GRADE ON UTILITY  
POLE. [SEE DETAIL ON THIS SHEET]

EXISTING HYDRANT TO BE  
REMOVED AND STACKED  
(PROPERTY OF AYER DPW)

LIFT  
STA.

A ↔ B



INSTALL 12" GATE VALVE

INSTALL 12"x8" TEE WITH 8" GATE VALVE (TYP. OF 2)

INSTALL 12" CL 52 DUCTILE IRON WATER MAIN (TYP.)

PROPOSED BUS STOP SHELTER STA. 36+00

INSTALL NEW HYDRANT ASSEMBLY STA. 34+67

INSTALL NEW HYDRANT ASSEMBLY STA. 35+41

INSTALL 8" DIA. DUCTILE IRON PIPE

INSTALL 8" DIA. DUCTILE IRON PIPE

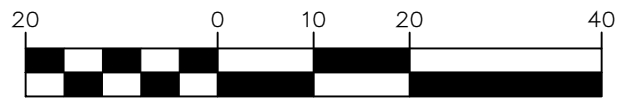
INSTALL METER VAULT [SEE DETAIL] STA. 34+90

Existing Buried Manhole, +/- 3 ft below existing grade.

END OF ROADWAY SECTION A-A. BEGINNING OF ROADWAY SECTION B-B STA. 36+50

CONTRACTOR TO FIELD LOCATE AND FILL  
EXISTING VAULT WITH SAND, CONTRACTOR  
TO CUT AND CAP EXISTING 12" AC WATER  
MAIN CONNECTING TO IC VAULT AT THE JOB  
PROPERTY LINE

GRAPHIC SCALE



(IN FEET)  
1 INCH = 20 FEET



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**Date:** 1/9/2023 **Job No.** EX-21-0011  
**Owner:** Town of Ayer **Project:** West Main Street  
 Dept of Public Works  
 25 Brook St. **Contract #** 21DPW11  
 Ayer MA. 01432  
**Attention:** Dan Van Schalkwyk, P.E.  
**Date of Work:** 5/17/2022 **COR #** 6

**Description:** During excavation of the proposed water main, Onyx discovered an unmarked gas service near Sta. 47+80. Downtime for waiting for Jaime, National Grid's representative to arrive on the site and abandon the 1" steel line after an existing 1/2" live plastic line was discovered by hand shoveling.

Quantity		Qty	Unit	Rate		Amount
<b>Labor</b>						
1	Operator Foreman	3.0	HR	\$ 81.43	= \$	244.29
1	Operator	3.0	HR	\$ 81.43	= \$	244.29
2	Laborer	3.0	HR	\$ 62.05	= \$	372.30
				<i>Burden</i>	44%	\$ 378.79
				<i>Labor Subtotal</i>		\$ 1,239.67
<b>Equipment</b>						
2	Tool Truck	3.0	HR	\$ 30.34	= \$	182.04
1	2018 Cat 335FLCR	3.0	HR	\$ 200.31	= \$	600.93
1	Cat 926 Loader	3.0	HR	\$ 81.27	= \$	243.81
1	Tow Behind Compressor	3.0	HR	\$ 29.02	= \$	87.06
1	John Deere 410L Backhoe	3.0	HR	\$ 99.34	= \$	298.02
1	Trench Box	3.0	HR	\$ 10.09	= \$	30.27
				<i>Equipment Subtotal</i>		\$ 1,442.13
<b>Subcontractors</b>						
1	Hired Triaxle - RS Flannery Trucking	3.0	HR	\$ 120.00	= \$	360.00
				<i>Subcontractors Subtotal</i>		\$ 360.00
<b>Materials</b>						
					= \$	-
				<i>Materials Subtotal</i>		\$ -
				<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$ 402.27
				<b>Overhead and Profit on Subcontractors</b>	5%	\$ 18.00
				<b>Subtotal</b>		\$ 3,462.06
				<b>Bond</b>	1.30%	\$ 45.01
				<b>Total</b>		\$ 3,507.07



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Date: 1/9/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalkwyk, P.E.  
 Date of Work: 4/14/2022 COR # 7  
 Description: Relocate hydrant at Sta. 34+67 further back from the edge of roadway as requested by Dan Van Schalkwyk and Greg Cormier

Quantity		Unit	Rate	Amount
<b>Labor</b>				
1	Operator Foreman	3.0	HR \$ 81.43 =	\$ 244.29
1	Operator	3.0	HR \$ 81.43 =	\$ 244.29
2	Laborer	3.0	HR \$ 62.05 =	\$ 372.30
			<i>Burden</i> 44%	\$ 378.79
			<i>Labor Subtotal</i>	\$ 1,239.67
<b>Equipment</b>				
2	Tool Truck	3	HR \$ 30.34 =	\$ 182.04
1	2018 Cat 335FLCR	3	HR \$ 200.31 =	\$ 600.93
1	Cat 926 Loader	3	HR \$ 81.27 =	\$ 243.81
1	John Deere 410L Backhoe	3	HR \$ 99.34 =	\$ 298.02
1	Trench Box	3	HR \$ 10.09 =	\$ 30.27
			<i>Equipment Subtotal</i>	\$ 1,355.07
<b>Subcontractors</b>				
1	Hired Triaxle - RS Flannery Trucking	3.0	HR \$ 107.50 =	\$ 322.50
			<i>Subcontractor Subtotal</i>	\$ 322.50
<b>Materials</b>				
1	6 in Retainer Gland	1	EA \$ 28.95 =	\$ 28.95
1	6 in Megalug Bolt Pack	1	EA \$ 19.43 =	\$ 19.43
			<i>Materials Subtotal</i>	\$ 48.38
	<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$	396.47
	<b>Overhead and Profit on Subcontractors</b>	5%	\$	16.13
	<b>Subtotal</b>		\$	3,378.21
	<b>Bond</b>	1.30%	\$	43.92
	<b>Total</b>		\$	<b>3,422.13</b>



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**Date:** 1/9/2023 **Job No.** EX-21-0011  
**Owner:** Town of Ayer **Project:** West Main Street  
 Dept of Public Works  
 25 Brook St. **Contract #** 21DPW11  
 Ayer MA. 01432  
**Attention:** Dan Van Schalkwyk, P.E.  
**Date of Work:** 4/19/2022 **COR #** 8

**Description:** Downtime for discovering an unmarked utility at Sta 35+25 RT. Utility determined to be an unmarked 6" cast iron water main. 4 hours of crew down time to determine ownership of pipe and then for abandoning the water main.

Quantity		Unit	Rate		Amount
<b>Labor</b>					
1	Operator Foreman	4.0	HR \$ 81.43	= \$	325.72
1	Operator	4.0	HR \$ 81.43	= \$	325.72
2	Laborer	4.0	HR \$ 62.05	= \$	496.40
			<i>Burden</i> 44%	\$	505.05
			<i>Labor Subtotal</i>	\$	1,652.89
<b>Equipment</b>					
2	Tool Truck	4.0	HR \$ 30.34	= \$	242.72
1	2018 Cat 335FLCR	4.0	HR \$ 200.31	= \$	801.24
1	Cat 926 Loader	4.0	HR \$ 81.27	= \$	325.08
1	John Deere 410L Backhoe	4.0	HR \$ 99.34	= \$	397.36
1	Trench Box	4.0	HR \$ 10.09	= \$	40.36
			<i>Equipment Subtotal</i>	\$	1,806.76
<b>Subcontractor</b>					
1	Hired Triaxle - RS Flannery Trucking	4.0	HR \$ 107.50	= \$	430.00
			<i>Subcontractor Subtotal</i>	\$	430.00
<b>Materials</b>					
1	Sewer Brick	10	EA \$ 1.10	= \$	11.00
1	Type S Mortar	1	EA \$ 8.21	= \$	8.21
			<i>Materials Subtotal</i>	\$	8.21
	<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>		15%	\$	520.18
	<b>Overhead and Profit on Subcontractors</b>		5%	\$	21.50
	<b>Subtotal</b>			\$	4,439.53
	<b>Bond</b>		1.30%	\$	57.71
	<b>Total</b>			\$	<b>4,497.24</b>



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Date: 1/9/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalkwyk, P.E.  
 Date of Work: 4/21/2022 COR # 9

Description: Unmarked water services discovered at the Photo Hut at Devens Plaza. The first, an unmarked 1" steel line was discovered while installing the water and drain line. Onyx notified the gas and water personnel for which a small hole was drilled within to determine that the steel pipe was empty and abandonment was appropriate. A second 1.5" unmarked copper pipe was then discovered in conflict with the proposed water and drain pipe. This pipe was determined to be live and needed to be reconnected over the drain line. Downtime and repair of 1.5" water service.

Quantity		Unit	Rate	Amount
<b>Labor</b>				
1	Operator Foreman	4.0	HR \$ 81.43	= \$ 325.72
1	Operator	4.0	HR \$ 81.43	= \$ 325.72
2	Laborer	3.5	HR \$ 62.05	= \$ 434.35
			<i>Burden</i> 44%	\$ 143.32
			<i>Labor Subtotal</i>	\$ 1,229.11
<b>Equipment</b>				
2	Tool Truck	4.0	HR \$ 30.34	= \$ 242.72
1	2018 Cat 335FLCR	4.0	HR \$ 198.92	= \$ 795.68
1	John Deere 410L Backhoe	4.0	HR \$ 99.34	= \$ 397.36
1	Cat 926 Loader	4.0	HR \$ 91.11	= \$ 364.44
1	Trench Box	4.0	HR \$ 10.09	= \$ 40.36
			<i>Equipment Subtotal</i>	= \$ 1,840.56
<b>Subcontractor</b>				
1	Hired Triaxle - Slim's Trucking	4.0	HR \$ 107.50	= \$ 430.00
			<i>Subcontractor Subtotal</i>	\$ 430.00
<b>Materials</b>				
1	1.5" Brass Coupling	2	EA \$ 89.00	= \$ 178.00
			<i>Materials Subtotal</i>	\$ 178.00
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b> 15%	\$ 487.15
			<b>Overhead and Profit on Subcontractors</b> 5%	\$ 21.50
			<b>Subtotal</b>	\$ 4,186.31
			<b>Bond</b> 1.30%	\$ 54.42
			<b>Total</b>	\$ 4,240.73



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Date: 3/9/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalwyk, P.E.  
 Date of Work: 5/11/2022 COR # 10  
 Description: TM19-945 Tree and Stump Removal at House #188

Quantity		Unit	Rate	Amount
<b>Labor</b>				
1	Operator Foreman	4.0	HR \$ 81.43 =	\$ 325.72
1	Operator	4.0	HR \$ 81.43 =	\$ 325.72
2	Laborer	4.0	HR \$ 62.05 =	\$ 496.40
			Burden 44%	\$ 505.05
			<i>Labor Subtotal</i>	\$ 1,652.89
<b>Equipment</b>				
2	Tool Truck	4	HR \$ 30.34 =	\$ 242.72
1	2018 Cat 335FLCR	4	HR \$ 200.31 =	\$ 801.24
1	Cat 926 Loader	4	HR \$ 81.27 =	\$ 325.08
	<b>Equipment Subtotal</b>		<i>Equipment Subtotal</i>	\$ 1,369.04
<b>Sub Contractor</b>				
1	Hired Triaxle - R.S Flannery Excavating	4.0	HR \$ 120.00 =	\$ 480.00
			<i>Sub Contractor Subtotal</i>	\$ 480.00
<b>Materials</b>				
				= \$ -
			<i>Materials Subtotal</i>	\$ -
	<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%		\$ 453.29
	<b>Overhead and Profit on Subcontractors</b>	5%		\$ 24.00
	<b>Subtotal</b>			\$ 3,499.22
	<b>Bond</b>	1.30%		\$ 45.49
	<b>Total</b>			\$ 3,544.71





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Date: 3/9/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalwyk, P.E.  
 Date of Work: 4/13/2022 COR # 11  
 Description: TM11-6425 Temporary Pavement Markings

Quantity	Subcontractor	Unit	Rate	Amount
1	Roadsafe Traffic Systems, Inc.	1.0 LS	\$ 7,700.00 =	\$ 7,700.00
1	Markings Inc.	1.0 LS	\$ 5,392.34 =	\$ 5,392.34
			<i>Subcontractor Subtotal</i>	\$ 13,092.34
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b> 15%	\$ -
			<b>Overhead and Profit on Subcontractors</b> 5%	\$ 654.62
			<b>Subtotal</b>	\$ 13,746.96
			<b>Bond</b> 1.30%	\$ 178.71
			<b>Total</b>	\$ 13,925.67



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Date: 3/9/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalwyk, P.E.  
 Date of Work: 5/2/2022 COR # 12  
 Description: TM18-5000 Unmarked AC pipe discovered during watermain installation. Unmarked 6 in pipe heading towards Ruby Donuts.

Quantity		Unit	Rate		Amount
<b>Labor</b>					
1	Operator Foreman	4.0	HR \$ 81.43	= \$	325.72
1	Operator	4.0	HR \$ 81.43	= \$	325.72
2	Laborer	4.0	HR \$ 62.05	= \$	496.40
			<i>Burden</i>	44%	\$ 1,147.84
			<i>Labor Subtotal</i>		\$ 2,295.68
<b>Equipment</b>					
2	Tool Truck	4.0	HR \$ 30.34	= \$	242.72
1	2018 Cat 335FLCR	4.0	HR \$ 200.31	= \$	801.24
1	Cat 926 Loader	4.0	HR \$ 81.27	= \$	325.08
1	Trench Box	4.0	HR \$ 10.09	= \$	40.36
			<i>Equipment Subtotal</i>		\$ 1,409.40
<b>Subcontractor</b>					
1	R.S. Flannery Excavating	4	HR \$ 125.00	= \$	500.00
			<i>Equipment Subtotal</i>		\$ 500.00
<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>					15% \$ 555.76
<b>Overhead and Profit on Subcontractors</b>					5% \$ 25.00
<b>Subtotal</b>					\$ 4,785.84
<b>Bond</b>					1.30% \$ 62.22
<b>Total</b>					\$ <b>4,848.06</b>



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Date: 4/27/2023 Job No. EX-21-0011  
 Owner: Town of Ayer Project: West Main Street  
 Dept of Public Works  
 25 Brook St. Contract # 21DPW11  
 Ayer MA. 01432  
 Attention: Dan Van Schalwyk, P.E.  
 Date of Work: 4/26/2022, 4/28/2022 COR # 13  
 Description: TM16-5000 Unmarked & unknown 6" Pipe Discovered at Sta.37+25 during watermain installation.

Quantity		Unit	Rate	Amount
<b>Labor</b>				
	<b>Labor</b>			
1	Operator Foreman	7.0	HR \$ 81.43	= \$ 570.01
1	Operator	7.0	HR \$ 81.43	= \$ 570.01
2	Laborer	7.0	HR \$ 62.05	= \$ 868.70
			<i>Burden</i> 44%	\$ 633.03
			<i>Labor Subtotal</i>	\$ 2,641.75
<b>Equipment</b>				
	<b>Equipment</b>			
2	Tool Truck	14.0	HR \$ 30.34	= \$ 849.52
1	2018 Cat 335FLCR	7	HR \$ 200.31	= \$ 1,402.17
1	Cat 926 Loader	7	HR \$ 81.27	= \$ 568.89
1	Trench Box	7	HR \$ 10.09	= \$ 70.62
			<i>Equipment Subtotal</i>	\$ 2,891.20
<b>Subcontractor</b>				
1	Hired Triaxle - RS Flannery	7.0	HR \$ 120.00	= \$ 840.00
			<i>Sub Contractor Subtotal</i>	\$ 840.00
	<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15%	\$	829.94
	<b>Overhead and Profit on Subcontractors</b>	5%	\$	1,680.00
	<b>Subtotal</b>		\$	8,042.90
	<b>Bond</b>	1.30%	\$	104.56
	<b>Total</b>		\$	<b>8,147.46</b>



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Date: 4/11/2023 Job No. EX-21-0011  
Owner: Town of Ayer Project: West Main Street  
Dept of Public Works  
25 Brook St. Contract # 21DPW11  
Ayer MA. 01432  
Attention: Dan Van Schalwyk, P.E.  
Date of Work: TBD COR # 14  
Description: Installation of cape cod berm and pad by PJ Albert. Liquid asphalt based on \$665 per ton and subject to escalation.

Quantity		Unit	Rate	Amount
1	<b>Subcontractor</b> PJ Albert - Cape Cod Berm and Pad (470 LF)	1.0 LS	\$ 7,990.00	= \$ 7,990.00
			<i>Subcontractor Subtotal</i>	\$ 7,990.00
			<b>Overhead and Profit on Direct Labor, Equipment, and Materials</b>	15% \$ -
			<b>Overhead and Profit on Subcontractors</b>	5% \$ 399.50
			<b>Subtotal</b>	\$ 8,389.50
			<b>Bond</b>	1.30% \$ 109.06
			<b>Total</b>	\$ 8,498.56



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**"PAVING IS OUR BUSINESS, QUALITY OUR REPUTATION"**

<b>To:</b> Onyx Corporation	<b>Contact:</b> Nick Begley
<b>Address:</b> 18 Wetherbee Street Acton, MA 01720	<b>Phone:</b> (978) 263-1185 <b>Fax:</b> (978) 287-4052
<b>Project Name:</b> West Main Street Berm	<b>Bid Number:</b> 330231
<b>Project Location:</b> West Main Street, Ayer, MASS	<b>Bid Date:</b> 3/30/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ITEM # 1	BERM Installed On Berm Pad In One Mobilization.	470.00	LF	\$12.00	\$5,640.00
ITEM # 2	BERM PAD: Note The Pad Is Required As The Asphalt Was Off Set To Accommodate New Granite, Berm Pad Will Need To Be 2 Feet Wide.	470.00	LF	\$5.00	\$2,350.00

**Total Bid Price: \$7,990.00**

**Notes:**

- Prices quoted are based on current FOB refinery prices on liquid asphalt. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the agreement. The base price for liquid asphalt for this quote is \$665.00 per ton. The asphalt price will require an extra charge of \$0.055 per ton for every \$1.00 per ton increase in the price of liquid asphalt.
- Price based on a 1 mobilization(s). Any additional mobilization that may become necessary will be \$2,500.00 per mobilization.
- All prep for paving by others, other than stated herein.
- Any increase in the scope of work performed will result in proportional increase in the price for this contract.
- All traffic & safety controls by others.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>P.J. Albert Inc. Paving &amp; Excavating</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Phil Albert 978-345-7828 phil@pjalbert.com</p>
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complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

#### **ARTICLE 7 – INTEREST**

7.01 Not Applicable

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally enough to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 5, inclusive).
  - 2. Performance bond and Payment bond
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings consisting of 6 sheets with each sheet bearing the following general title: Pleasant Street Drainage Improvements.
  - 7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_.
  - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:



- a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated \_\_\_\_\_.

OWNER:

CONTRACTOR

Select Board  
Town of Ayer  
Ayer, Massachusetts

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

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

Title: Chair

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

Title: Member

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

Title: Member

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: \_\_\_\_\_

\_\_\_\_\_

Title: Treasurer

\_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: Clerk

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SECTION 00300

FORM FOR GENERAL BID

Ayer Department of Public Works  
Ayer, Massachusetts  
Pleasant Street Drainage Improvements

The following Bid is submitted to: Town of Ayer Department of Public Works  
25 Brook Street  
Ayer, MA 01432

By (Contractor Name): CHB Excavating Inc  
(Address for Giving Notice): 197 Concord Rd Westford ma  
01886

A. The Undersigned proposes to furnish all labor and materials required for the Pleasant Street Drainage Improvements in Ayer, Massachusetts, in accordance with the accompanying plans and specifications prepared by The Ayer DPW for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number 0  
Dated \_\_\_\_\_

C. BASE BID -The proposed contract price for the **Base Bid including Bid Items 1 through 5** complete is

Fifty Seventy Thousand Seven Hundred  
Dollars and zero cents dollars (\$ 70,750.00 ).  
(in Words) (in Figures)

D. The subdivision of the proposed contract price is as follows:

Item No.	Quantity	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	410 LF	12-Inch HDPE Drain Pipe The Sum of \$ <u>Sevnty Five Dollars and zero cents</u> Per Linear Foot	\$ <u>75.00</u>	\$ <u>30,750.00</u>
2	3 EA	Drain Manhole The Sum of \$ <u>Eight Thousand Dollars and zero cents</u> Per Each	\$ <u>8,000.00</u>	\$ <u>24,000.00</u>
3	60 CY	Gravel Subbase The Sum of \$ <u>Fourty Dollars and zero cents</u> Per Cubic Yards	\$ <u>40.00</u>	\$ <u>2,400.00</u>
4A	175 SY	Trench Binder Course Bituminous Pavement The Sum of \$ <u>Thirty six Dollars and zero cents</u> Per Square Yards	\$ <u>36.00</u>	\$ <u>6,300.00</u>
4B	175 SY	Trench Top Course Bituminous Pavement The Sum of \$ <u>Thirty six Dollars and zero cents</u> Per Square Yards	\$ <u>36.00</u>	\$ <u>6,300.00</u>
5	200 SY	Loam and Seed The Sum of \$ <u>Five Dollars and zero cents</u> Per Square Yards	\$ <u>5.00</u>	\$ <u>1,000.00</u>

- F. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents as prepared by The Ayer Department of Public Works and dated March 2023 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within **100** calendar days after the date when the Contract Time commences to run provided in the General Conditions and completed and ready for final payment within **130** calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve

Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$500 per day after substantial completion time limits and \$500 per day after final completion time limits.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the work in its entirety in the manner and under the conditions required.

In comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on the responsiveness, responsibility, and other Factors set forth in the Instructions, the award may be made to said Successful Bidder on its Base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

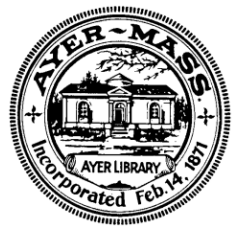
Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The following documents are attached to and made a condition of this Bid:

- (a) This Bid Form in its Entirety.
- (b) Required Bid Security.
- (c) Required Experience Statement (Section 00405) with supporting data.

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

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

**MEMORANDUM**

**DATE:** April 28, 2023

**TO:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

A handwritten signature in blue ink, appearing to read 'R.A.P.', is written over a light blue rectangular background.

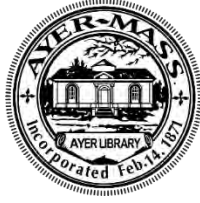
**SUBJECT: Local Devens Committee Discussion for the May 2, 2023 Select Board Meeting**

Dear Honorable Select Board Members,

At the April 18, 2023 Select Board Meeting, under New Business/Select Board Questions, Select Board Member Scott Houde asked for a discussion on the formation and next steps for the Local Devens Committee to take place at the May 2, 2023 Select Board Meeting. To facilitate the discussion at the meeting, I have provided the following documents for review by the Select Board (See attached):

- Proposal for the Establishment of an Ayer-Devens Jurisdiction/Disposition Study Committee (Approved by the Select Board in November 2018)
- Proposed Request for “Expressions of Interest to Serve” Ayer + Devens 2033 Study & Report Committee (Prepared by the Ayer Office of Community and Economic Development)
- Proposed Letter of Interest to Serve/Application Form for the Ayer + Devens 2033 Study & Report Committee (Prepared by the Ayer Office of Community and Economic Development)

Thank you.



## Request for “Expressions of Interest to Serve” Ayer+Devens 2033 Study & Report Committee

### The Opportunity to Serve

The Town of Ayer, through the Ayer Select Board and the Office of the Ayer Town Manager, are pleased to notify the residents of Ayer of this noteworthy opportunity for local civic service as an appointed member of the **“Ayer+Devens 2033 Study & Report Committee”**.

The Town of Ayer seeks and requests “Expressions of Interest to Serve” on the Committee from Ayer residents. The appointee/s term of service and Committee meeting schedule will be determined through the Committee establishment process. The production of the “Study” and final “Joint Report” will likely require a process in excess of 2-3 years. The process will afford the opportunity for a smooth succession of new committee members being appointed, if needed, as the “Study & Report” process advances to completion.

The “Ayer+Devens 2033 Study & Report Committee” will determine and establish the Committee meeting schedule (monthly/quarterly/etc.) beginning in July 2023, until completion and delivery of the Study & Joint Report, on or before July 1, 2033.

### Introduction

As per Massachusetts General Law (MGL) Chapter 498, Section 23, Acts of 1993 - Permanent Government Structure:

*“On or before July first, two thousand and thirty (**July 1, 2030**), the commission (Devens Enterprise Commission), the boards of selectmen of the towns (Ayer/Harvard/Shirley) with the advice of the planning boards, and the bank (MassDevelopment) **shall initiate a Study, hereinafter called the Study, concerning permanent government structure for the ongoing operation and administration of Devens**. The study shall evaluate alternative structures for government, ownership and operation of open space, recreation, and other lands and facilities, infrastructure, easements, equipment and records, with such alternative structures, including by not limited to, town government and joint entities or combinations thereof, or the bank and joint entities or combinations thereof, or the bank and the commission, and shall identify transition costs and further investments needed. During the preparation of the study, public participation shall be encouraged and public hearings held.”*



***“On or before July 1, 2033, the commission, the boards of selectmen of the towns, and the bank shall submit the Study and a Joint Report to the Governor, the Secretary and to the Clerk of the House and the Clerk of the Senate recommending a permanent government structure for the ongoing operation and administration of Devens. Such report shall also identify any surplus funds that have been generated during the development of Devens, after considering the costs of funding appropriate reserve accounts, costs of retiring all bonds, notes and other debt instruments issued to maintain and develop Devens, and all the commission's and bank's unreimbursed costs related in any way to the redevelopment of Fort Devens, including, without limitation, all costs incurred in the operation, maintenance and development of Devens, and recommend how any such surplus funds and any future surplus funds shall be distributed, which recommendation shall include distributing all or a portion of such surplus to the towns.”***

### **About the Ayer+Devens 2033 Study & Joint Report**

The Ayer+Devens 2033 Study & Report Committee will formulate and adopt the final Committee Mission Statement: A DRAFT/Example Mission Statement produced by AOCED as follows: “The Committee is charged with the advancement and delivery of a unified civic decision, through public study and report, for the permanent governance of the approximately 1,000 acres of historic Ayer municipal land at Devens on or before July 1, 2033.”

The work of the Committee will be accomplished through a well-structured and scheduled civic process resulting in the initiation of the “Study”, and the production of the final “Joint Report”, on or before (2033).

The Committee will coordinate and work in partnership with the Ayer Select Board, the Ayer Planning Board, all municipal departments & committees, contracted study & report project consultant/s, fellow municipal officials and committees in the Towns of Harvard & Shirley, the Devens Jurisdictional Framework Committee (DJFC), the Devens Enterprise Commission staff and board (DEC), MassDevelopment staff and board, the Montachusett Regional Planning Commission, and the residents of the Town of Ayer.

### **The Study (Permanent Governance)**

As stated in Chapter 498: “*The Study shall evaluate alternative structures for government, ownership and operation of open space, recreation, and other lands and facilities, infrastructure, easements, equipment and records, with such alternative structures, including by not limited to, town government and joint entities or combinations thereof, or the bank (MassDevelopment) and joint entities or combinations thereof, or the bank (MassDevelopment) and the commission (DEC), and shall identify transition costs and further investments needed. During the preparation of the study, public participation shall be encouraged, and public hearings held.*”

**The Joint Report** (Permanent Governance)

As stated in Chapter 498: *(DEC), (The Town of Ayer/Harvard/Shirley Select Boards), & (MassDevelopment) “shall submit the Study and a Joint Report to the Governor, the Secretary and to the Clerk of the House and the Clerk of the Senate recommending a permanent government structure for the ongoing operation and administration of Devens. Such report shall also identify any surplus funds that have been generated during the development of Devens, after considering the costs of funding appropriate reserve accounts, costs of retiring all bonds, notes and other debt instruments issued to maintain and develop Devens, and all the commission's and bank's unreimbursed costs related in any way to the redevelopment of Fort Devens, including, without limitation, all costs incurred in the operation, maintenance and development of Devens, and recommend how any such surplus funds and any future surplus funds shall be distributed, which recommendation shall include distributing all or a portion of such surplus to the towns.”*

**Submission Requirements:**

(See attached Expression of Interest application form)

**(Proposed) “Expression of Interest” Submission Deadline:**

Friday, June 9, 2023.

LETTER OF INTEREST TO SERVE  
Application Form  
“Ayer+Devens 2033 Study & Report Committee”

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Interest**

Please tell us why you are interested in serving on the “Ayer+Devens 2033 Study & Report Committee”?

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**Experience**

What relevant experience or qualifications can you bring to your civic service on the “Ayer+Devens 2033 Study & Report Committee”?

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**Term of Service**

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the “Ayer+Devens 2033 Study & Report Committee” - that could be 2-3 years in length?

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**A Team Effort**

The upcoming and important work of the “Ayer+Devens 2033 Study & Report Committee” will function and achieve its mission goals through a “Team Effort”. As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

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**Current & Past Service**

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes \_\_\_ No \_\_\_

If yes, please list Boards or Commissions and dates of service:

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**Capability to Participate**

Do you have the capability to actively participate in scheduled “Ayer+Devens 2033 Study & Report Committee” at both “In-Person Committee Meetings” and “Remote ZOOM Meetings”?

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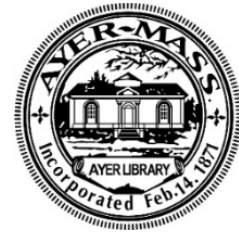
**Once this Application Form is completed:**

1. Your “Letter of Interest to Serve” & completed Application Form will be submitted to the Office of the Ayer Town Manager.
2. The Office of the Ayer Town Manager will review all submitted “Letters of Interest to Serve” and prepare recommendations for appointment to Ayer Select Board.
3. Recommendations for appointments will be presented at a scheduled Ayer Select Board Meeting.
4. At this meeting, the Ayer Select Board will review, discuss, and vote to appoint or not appoint the prospective candidate to the “Ayer+Devens 2033 Study & Report Committee”.

The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive “Study” and “Joint Report” production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your “Letter of Interest to Serve”, your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at [amanoian@ayer.ma.us](mailto:amanoian@ayer.ma.us).

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or [amanoian@ayer.ma.us](mailto:amanoian@ayer.ma.us)



**Town of Ayer  
Ayer Select Board  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432**

*Broadcast and Recorded by APAC*

**April 18, 2023**  
**Open Session Meeting Minutes**

**SB Present:** Jannice L. Livingston, Chair; Shaun C. Copeland, Vice-Chair; Scott A. Houde, Clerk

**Also Present:** Robert A. Pontbriand, Town Manager

**Call to Order:** J. Livingston called the meeting to order at 6:00 PM. J. Livingston stated that this meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099).

**Pledge of Allegiance:** Select Board members and meeting attendees stood and recited the Pledge of Allegiance.

**Approval of Meeting Agenda:**

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to approve the meeting agenda.  
**Motion passed 3-0.**

**Announcements:** J. Livingston announced that the Annual Town Meeting will take place on Monday, April 24, 2023 at 7pm in the Auditorium of the Ayer Shirley Regional High School. J. Livingston announced that the Town-wide Clean-Up will take place this Saturday, April 22, 2023 from 9am to 1pm. Volunteers should meet at Sandy Pond Beach.

**Public Input:** None.

J. Livingston asked if the Select Board had any objection to having the Update from Laurie Nehring before the Public Hearing since there is some time before the Hearing can be called. The Select Board had no objection.

**Update from Laurie Nehring: Laurie Nehring of PACE (People of Ayer Concerned about the Environment):** L. Nehring presented the Select Board with an update on two important initiatives: the Massachusetts PFAS Health Study for which Ayer is a part of and the Water Chestnut Pull Campaign for Grove Pond.

*Massachusetts PFAS Health Study Update:* L. Nehring provided an overview and handouts regarding the PFAS Health Study. This is a four-year national study under the Center for Disease Control of which the Silent Spring Institute and PACE are part of. The study is looking at the effects of PFAS in drinking

water. Though PFAS is no longer in the Ayer drinking water supply at one time it was and people were exposed.

L. Nehring stated that we need 100 children from Ayer to participate in the study and 300 adults. To date we have 93 out of the 300 adults needed and we have about 169 people involved in some stage of the study. The study has been struggling to get children as children have to come out of school for part of it. There is also an additional piece for children besides the blood and urine sampling and that is a neuro-behavioral assessment. Adults who participate will receive up to \$50 in gift cards as well as receive their full blood panel results. Children who participate will receive up to \$75 in gift cards.

L. Nehring stated that she is looking for help in promoting the study and anything that the Select Board of Town can do would be greatly appreciated. She stated that they had a table at Town Hall last Fall during the Election and was hoping to do that again.

Susan Copeland, Town Clerk was recognized by J. Livingston and stated that unfortunately there were some issues last fall with the table set up during the election at Town Hall. The Town did receive complaints from voters, members of the public, and other Town offices. There needs to be a better set-up or place for this. It did impact the election.

Robert Pontbriand, Town Manager stated that he would meet with Laurie Nehring and the Town Clerk to discuss further.

J. Livingston asked if PACE has gone to the Board of Health?

Laurie Nehring stated yes.

S. Houde asked for clarification on what age groups of children you are looking for.

Laurie Nehring stated children born before 2018.

*Water Chestnut Pull Campaign for Grove Pond:* L. Nehring provided the Select Board with an update on the Water Chestnut Pull Campaign for Grove Pond which will be starting in May and take place two to three days a week through May and June. Ayer Shirley Regional School District Students can get community service credit for participating. The water chestnut is an invasive aquatic plant that will take over the entire pond in a very short time, creating a thick mat of plants that paddlers struggle to get through. Sunlight cannot penetrate, killing most of the pond life. Over the next three to four years, we can effectively tackle this problem at Grove Pond. Last year was very successful and PACE is looking for help to promote and get other organizations and individuals involved. PACE can provide up to five canoes and individuals are encouraged to bring their own canoes or kayaks. The average pull last for three to four hours.

J. Livingston asked if PACE had talked with Conservation?

L. Nehring stated yes.

**Public Hearing – Pole Petition – National Grid – Plan Number #30438359 – Westford Road near Loon Hill Road:**

S. Houde read the Public Hearing Notice for a Pole Petition from National Grid, Plan Number #30438359 for the location at Westford Road near Loon Hill Road.

George Combs, Engineer from National Grid presented the Select Board with an overview of the Pole Petition request as contained in the Select Board Meeting Packet.

R. Pontbriand advised that the Pole Petition was sent for inter-Departmental review and there were no objections or concerns from Town Departments.

J. Livingston asked if the Select Board had any questions. There were none.

J. Livingston asked if there were any questions from the Public. There were none.

**Motion:** A motion was made by S. Copeland and seconded by S. Houde to approve the Pole Petition from National Grid – Plan Number #30438359 – Westford Road near Loon Hill Road. **Motion passed 3-0.**

**Central Ave./Groton Harvard Road Intersection Update:** The Select Board received a presentation and update from the DPW Director Dan Van Schalkwyk; Town Engineer Matt Herson; Police Chief Gill; and Fire Chief Johnston regarding traffic and safety concerns at the Central Avenue/Groton Harvard Road Intersection.

D. Van Schalkwyk stated from his presentation that the existing conditions of the intersection consist of a skewed intersection geometry; it is 200 feet north of a railroad crossing; both roads are classified as “urban collectors”; over 8,000 vehicles cross through on an average day; there is an overhead flashing beacon installed in 1999; and a flashing stop control for Groton-Harvard Road installed in 2015.

D. Van Schalkwyk advised that in terms of the Central Avenue approaches there are one lane approaches with no turn lanes; no stop control; 35 mph posted speed limit (eastbound); 30 mph posted speed limit (westbound) and the level of service is “A” during AM & PM peak hour traffic. In terms of the Groton-Harvard Road Approaches there are one lane approaches (no turn lanes); stop control for both approaches; 25 mph posted speed limit; and a level of service of “C” – “F” during AM & PM peak hour traffic.

D. Van Schalkwyk stated that in terms of crash data there have been 81 total recorded crashes since 2022. He noted that “near misses” are not recorded in the data. The recorded crashes have been mostly “angle” crashes due to a failure to yield to right of way; 19 crashes resulted in possible/minor injuries; 0 fatal injuries.

D. Van Schalkwyk advised that an intersection improvement study was performed by WorldTech Engineering which included a review of pertinent traffic data including traffic volume, level of service, and crash history resulting in a recommendation for some interim improvements and analysis of future intersection reconstruction alternatives.

D. Van Schalkwyk stated that he, the Town Engineer, and the Chiefs are recommending an interim improvement plan which would consist of a four-way stop control; additional signage and pavement markings; and no changes to the curb, pavement, or drainage at this time. These interim measures would be relatively inexpensive and could be performed by the DPW.

D. Van Schalkwyk presented the three reconstruction options for the future of the intersection:

*Option 1:* No traffic signal; new left turn lane – Groton-Harvard Road (southbound); reconstruction of intersection – improvements to curb, roadway alignment, drainage, crosswalks, pavement markings. The preliminary cost estimate for Option 1 would be \$1,010,000.

*Option 2:* Traffic signal; new left turn lane – Groton-Harvard Road (southbound); reconstruction of intersection – improvements to curb, roadway alignment, drainage, crosswalks, pavement markings. Preliminary Cost Estimate for Option 2 would be \$1,270,000.

*Option 3:* Roundabout; reconstruction of intersection – improvements to curb, roadway alignment, drainage, crosswalks, pavement markings. The preliminary Cost Estimate for Option 3 would be \$1,170,000.

D. Van Schalkwyk stated that in terms of next steps they are recommending the implementation of the interim improvements; an evaluation of the interim improvements once in place; and further consideration for future reconstruction of the intersection and procure necessary funding for design and construction services.

Chief Gill stated that this intersection experiences the most traffic collisions in Town. There have also been a couple of vehicle rollovers and deep off-road accidents. These are not “fender bender” collisions and though there have been no fatalities there have been injuries. A recent accident about two weeks ago necessitated a review of this intersection. As stated earlier, near-misses are not recorded and there have been many of these which many of you may have witnessed or experienced.

J. Livingston stated that she learned to drive at that intersection. It is great that you have come up with a plan. I am concerned about the proposal for a four-way stop as an interim measure. What about the train crossing and the four-way stop in terms of timing and train traffic?

Matt Herson, Town Engineer stated that the four-way stop would not be a perfect solution, but it would mitigate the angle crashes that are occurring.

Chief Johnston stated that most crashes at that intersection result in the vehicle being towed which is a testament to modern car safety technology.

S. Copeland stated that he is in favor of the four-way stop and the interim improvements.

S. Houde stated that he is in favor of the four-way stop and the interim improvements. I live off Groton-Harvard Road and have a lot of experience with this intersection. Would it be possible to develop some signage for when the train is stopped to direct traffic accordingly? Also, in terms of the longer-term solution why would we need a left turn lane on Groton Harvard Road headed southbound? This would have to go back pretty far in terms of traffic backing up when a train is crossing.

D. Van Schalkwyk stated that he will look at developing some signage with respect to traffic direction when there is a train stopped. He also advised that the left turn lane is a proposed/consideration for the longer-term solution but would need to be looked at in detail and he agreed with S. Houde regarding it backing up.

J. Livingston asked if a turn lane on Central Avenue to take a left onto Groton-Harvard Road would help?

M. Herson stated that it could and that they would investigate that further.

R. Pontbriand asked how long it would take to implement the interim improvements?

D. Van Schalkwyk stated that he wanted to verify with the State that no further approvals from them would be needed but it would take about two months to implement.



Pauline Conley (Resident) asked if there would be any pedestrian improvement under the interim improvement plan? She also thanked Chief Gill for his Officers assistance when crossing at that intersection.

D. Van Schalkwyk stated that we will need to look at pedestrian improvements in detail. They were not the focus of the interim improvements at this time as the vehicular traffic was the focus. We will look to see if there is anything we can do with the interim improvements to address pedestrian safety.

There was consensus among the Select Board for the Town to proceed with the interim improvements to the Central Avenue/Groton-Harvard Road Intersection as presented.

D. Van Schalkwyk stated to the Select Board that the DPW will be issuing its standard water conservation notice effective May 1, 2023 and wanted the Select Board to be aware.

**Town Manager's Report - Administrative Update/Review of Town Warrant(s):** R. Pontbriand provided a brief Administrative Update to the Select Board on the various activities, initiatives, and projects of the Town since the Select Board last met and referenced the Town Warrants that are in the Select Board's packet that were approved since the Select Board last met. He stated that the main focus has been final preparations for the Annual Town Meeting on Monday, April 24, 2023 at 7pm in the Auditorium of the Ayer Shirley Regional High School. He also stated that the Town had a very successful rededication ceremony for the 1943 Howitzer on Patriot's Day. The Cote Family was in attendance and very appreciative of the historic restoration that was done using Town of Ayer Community Preservation Funds.

*Discussion on Use of Consent Agenda for Annual Town Meeting:* R. Pontbriand was joined by the Town Moderator Geof Tillotson and the Town Clerk, Susan Copeland for a brief discussion with the Select Board regarding the use of a Consent Agenda for the Annual Town Meeting. R. Pontbriand provided an overview of a Consent Agenda which is used by many Town Meetings in Massachusetts as a way to approve multiple Articles which are non-controversial and annual business Articles of the Town Meeting for the purposes of maximizing Town Meeting's time to focus on more substantive Articles. If a member of Town Meeting as a question on an Article that is to be moved by Consent, through the Moderator that question will be answered. It is important to note that the use of the Consent Agenda is to facilitate the meeting and focus on the major Articles. It is not intended to prevent any questions from Town Meeting nor is it intended to just pass something through.

R. Pontbriand continued that in terms of the upcoming Town Meeting, Articles 6, 7, 8, and 9 which are the annual Enterprise Fund Articles would be ideal to be moved by consent as they are not controversial; appear annually on the Town Meeting Warrant; and are general business Articles of the Town for which all of the material has been publicly vetted by the Rate Review Committee, Select Board, Fin Com, and the information is also in the Budget Book. He also stated that Articles 22, 23, 24, and 25 which are Transfer Articles that transfer the unexpended balances from previously approved and completed projects to new projects would be ideal to be moved by consent as they are not controversial and are general business Articles of the Town.

J. Livingston stated that the moving of Articles by consent is not new to Town Meeting and it does not take away anyone's rights at Town Meeting. If there is a question or a point, it will be answered/addressed.

G. Tillotson stated that the use of Consent Agendas has been around for a while and it a best practice of many Town Meetings. It is designed to facilitate the Town Meeting and to focus on the major Articles before the Town Meeting.

S. Copeland stated that she researched the history of the Enterprise Articles and for over ten years there has not been a question or point on them. It takes longer to read them than to approve them. She also stated that the intent for Town Meeting will be to go through the Warrant Articles in order and when Town Meeting gets to Articles in the Warrant that could be moved by consent, that will be the time for consideration. Town Meeting is not going to skip over Articles and then circle back. We are going to address each Article in order on the Warrant and when we arrive at say Article 6 which is the first Enterprise Article then the issue of moving by consent will be presented.

There was consensus by the Select Board to proceed in this manner at Town Meeting.

**New Business/Select Board Member Questions:** S. Houde asked if the Select Board could discuss next steps with respect to a local Devens Committee at the next meeting on May 2, 2023.

**Approval of Meeting Minutes:** A motion was made by S. Houde and seconded by S. Copeland to approve the meeting minutes from March 27, 2023. **Motion passed 3-0.**

**Adjournment:** A motion was made by S. Houde and seconded by S. Copeland to adjourn the meeting at 6:56pm. Motion passed 3-0.

The meeting adjourned at 6:56pm.

Minutes Recorded and Submitted by Robert A. Pontbriand, Town Manager

**Date Minutes Approved by SB:** \_\_\_\_\_

**Signature Indicating Approval:** \_\_\_\_\_