

Perry Park and Civil War Memorial Preservation Proposal  
For the Community Preservation Committee's Consideration

By Stephanie Bartelt

18 Chestnut St

Groveland MA 01834

978.828.6378

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December 29, 2023



## **Perry Park and adjacent Civil War Memorial restoration proposal**

To restore and preserve a park and adjacent memorial of historical significance for public enjoyment.

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**STEPHANIE BARTELT**

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18 Chestnut St  
Groveland MA  
01834

December 29, 2023

Groveland Community Preservation Committee  
% Michael Dempsey  
Groveland Town Hall  
Groveland MA 01834

Dear Members of the Committee:

Please accept this proposal to fund a small restoration project for Perry Park and the adjacent Civil War Memorial (erected 1866). Perry Park has fallen into disrepair, with benches and picnic tables destroyed by vandals, several trees destroyed by emerald ash borer, encroaching Japanese knotweed, visible tire tracks through the park, and an unattractive attempt at drainage using rip rap. Cleaning up the park, restoring the benches, and creating a native or low-mow grounds will save on maintenance, prevent ongoing vandalism, provide a community gathering spot, and educate the public about pollinators, native plants, and how to decrease water and chemical dependence of their lawns.

Please find project details enclosed.

Hopefully yours,



Stephanie Bartelt

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## Applicant Information:

Stephanie Bartelt  
18 Chestnut St  
Groveland MA 01834  
978.828.6378  
[sbartelt@mac.com](mailto:sbartelt@mac.com)

Member of the Groveland Conservation Commission

## B. Location of Project

Perry Park (including Perry Park Common) and adjacent Civil War Memorial Restoration  
Corners of Main, King, and Union Streets Groveland

## C. Funding Information

This project is categorized as open space, historic preservation (the civil war memorial was erected in 1866 and sits across from the Congregational Church, which houses a Paul Revere Bell, and sits in a neighborhood known for its Underground Railroad), as well as recreation.

## D. Project Cost

A concept design was requested and prepared by Copley Wolff, a landscape architectural firm in Boston, Massachusetts for \$28,000. A 10% contingency is \$2800.  
Total Cost is \$30,800

## E. Project Information

1. Description: This project is an effort to restore a small park and memorial of historical significance for the purpose of public enjoyment, education, and recognition. Within the last 5 years, Japanese knotweed has begun to expand between the park and abutting properties. Last year, the town was forced to cut down ash trees in the park after an emerald ash borer infestation. This past fall, a granite bench was toppled, and a solid picnic table was vandalized, and tire tracks were found in the sensitive soil of the park. If accepted, the plan will obtain abutter approval to eradicate the knotweed in and around the park, create a native low or no-mow ground cover with native grasses and sedges interplanted with appropriate meadow species including trees, flowers and shrubs. The plan includes a gazebo for public enjoyment of the space, with restoration of the granite bench and picnic table. The area is low lying and sensitive to disturbance, therefore perfect for demonstrating a low or no-mow ground cover or meadow. Natives species will invite birds, fireflies, and pollinators. Signage can reflect the importance of native

species and educate the public on various changes to make in lawn maintenance to reduce water and chemical dependence, particularly important in a riverside community.

2. Goals: The goal of this project is to restore vandalized public spaces, and a park that has been ravaged by invasive plants (e.g. Japanese knotweed) and insects (e.g. emerald ash borer). The restoration will highlight the importance of native species in our environment, promote the use and protection of public spaces, and help the public to recognize an area of immense historical importance. Many people are unaware of the Civil War Memorial, the Paul Revere Bell, and the Underground Railroad, all within steps of each other in this beautiful corner of the world.
3. Community Need:
  - a. As climate change continues, it is important for communities to recognize the environmental impact of traditional lawns, impervious roadways, invasive species, pesticides and herbicides on the world around them. Protecting our pollinators is essential. Japanese knotweed is slowly creating monolithic dead spaces along river ways and wetlands in the United States. Successfully eradicating it from this park will illustrate that it can be conquered on a small scale and create the moment for working towards larger scale removal of invasive species. Additionally, vandalism is not harmless; it is the destruction of public property and natural beauty and peace of a neighborhood. Vandalism affects property values and encourages crime. Beautifying a forgotten park will only protect it.
  - b. Perry Park (and Common) is alongside a major thoroughfare on State Highway 113. Beautifying the community welcomes potential business transactions and outdoor enthusiasts to the area. Making the park as low maintenance as possible will save the town money.
4. Community Support: The applicant is a Conservation Commissioner and this project has the support of the Conservation Commission. There is no known opposition.
5. Timeline: The project is anticipated to start within the next 6 months at the discretion of the landscape architect and contractors.
6. Implementation: The expectation of this project is to provide community education around native species, invasive plant eradication, and historical significance of the area. Updates about the project will be posted to local social media and town website. A gazebo will be available for public use.

7. Success Factors: Success of the project will be its ongoing growth and sustainability, and providing the community the opportunity to learn about human impact on the environment.
8. Budget: (see attached estimate details from Copley Wolff)
  - a. \$28,000 (see attached)
    - b. See attached architect proposal.
    - c. It is expected that restoring the park and using low or no-mow species will drastically reduce the amount of maintenance (worker, fuel, equipment).
    - d. The park space already exists.
  - e. Signage has not been estimated; anything over \$500 will be privately raised.
    - f. The park already exists. There is no historical restoration needed as the memorial is in good condition.
9. Other Funding: At this time no other funding has been explored for this small project, but private donations may be necessary for signage related to public education.
10. Maintenance: Any ongoing maintenance for the project that may be necessary is already performed by the town as this is a public park. However, maintenance of a native meadow requires little to no mowing, therefore reducing cost burden for the town. If knotweed eradication is incomplete, it may be necessary to perform additional efforts, but the area is small and therefore manageable as compared to other knotweed infestations in the town.
11. Additional Information:
  - d. Approvals: The proposal was discussed at a Conservation Commission meeting on 12/13/2023 and positively received. The Town Administrator assisted in procuring an estimate for the project. It is expected to require town meeting approval for CPA funding.
  - f. A professional landscape architecture firm will be coordinating the work required for the project. See attached.



10 Post Office Square  
Suite 1315  
Boston, MA 02109  
COPLEY-WOLFF.COM

December 20, 2023

Rebecca Oldham  
Town Administrator  
Town of Groveland  
183 Main Street  
Groveland, MA 01834

**Re: Perry Park**

Dear Rebecca:

Thank you for inviting Copley Wolff to prepare a proposal for landscape architectural services related to the conceptual design of Perry Park. We enjoyed working with the Town on the design of the Groveland Dog Park and are excited by the possibility of collaborating on this new park project. Based on our correspondence, we understand the scope includes the following:

- Development of a landscape architectural concept design for the existing Perry Park and Perry Park Common located at the intersection of Main and King Streets.
- Design to include native planting areas, a gazebo, seating opportunities, and other elements to be determined during the planning process.

Based on the project description above and attached Scope of Services, Copley Wolff's proposed fee is outlined below. Additional information regarding estimated hours and hourly rates is attached.

**Copley Wolff Fee**

<u>Concept Design</u>	<u>\$28,000</u>
<b>Total</b>	<b>\$28,000</b>

Design work can commence upon receipt of the signed proposal.

Invoices will be submitted monthly as a lump sum based on percentage complete. Additional work requested, that is not included in the Scope of Services, will be billed on a Time & Materials basis at current billing rates.



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Your signature below indicates acceptance of this proposal and will constitute written notice to proceed. Thank you for the opportunity to work with you on this transformative project!

Sincerely,

Christine Wilson, ASLA, PLA  
Principal

**Landscape Architectural Services Authorization**

Client: Town of Groveland

Project: Perry Park

Proposal Date: December 20, 2023

Signature: \_\_\_\_\_

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

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

## **Scope of Services**

Copley Wolff will provide the following Scope of Services.

### **Concept Design:**

- Review existing planning and historic documents and site information
- Review site survey and preliminary design work
- Visit the site to document and assess existing conditions
- Develop conceptual site plan options [3]
- Assemble precedent images in support of concepts
- Solicit client feedback
- Concept refinements based on client feedback
- Prepare annotated site plan rendering
- Opinion of Probable Construction Cost
- Meetings:
  - Project Kick-Off Meeting [1]
  - Initial Concept Options Review [1]
  - Final Concept Design Review [1]
  - Internal Meetings with Town Staff [2]





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## TERMS AND CONDITIONS

### Standard Hourly Rates:

Principal	\$225-\$250
Sr. Associate	\$175
Associate	\$150
Landscape Architect/Designer II	\$130
Landscape Architect/Designer I	\$120
Administrative Support	\$100

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees based on Copley Wolff's current Standard Hourly Rates. Additional services will not be provided without the CLIENT's prior authorization to proceed.

**Billings/Payments:** Invoices will be submitted monthly for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date. If invoices are not paid after 90 days, Copley Wolff may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services.

**Standard of Care:** Copley Wolff will perform its services with due and reasonable diligence consistent with sound professional practices.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys, and instructions required by this agreement. Copley Wolff may use all such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Design modifications that result from inaccurate or incomplete information provided by others shall be subject to increased project fees.

**Opinion of Probable Cost:** When included in Copley Wolff's Scope of Services, opinions or estimates of probable construction cost are prepared based on Copley Wolff's experience and qualifications and represent Copley Wolff's judgement as a professional generally familiar with the industry. Copley Wolff has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, Copley Wolff cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Copley Wolff's opinions or estimates of probable construction cost.

**Construction Phase Services:** If Construction Phase Services are included in the Scope of Services, the CLIENT hereby retains Copley Wolff to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and Copley Wolff, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Copley Wolff to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

**Ownership of Documents:** All documents produced by Copley Wolff under this Agreement shall remain the property of Copley Wolff and will not be used by the CLIENT for any other endeavor without the consent of Copley Wolff. The CLIENT agrees to indemnify and hold harmless Copley Wolff from any claims that arise due to the reuse, or misuse of the work documents.



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**Subconsultants:** Copley Wolff may use the services of subconsultants when, in Copley Wolff's sole opinion; it is appropriate and customary to do so.

**Indemnifications:** Copley Wolff and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Defects in Service:** The CLIENT shall promptly report to Copley Wolff any defects or suspected defects in Copley Wolff's services of which the CLIENT becomes aware, so that Copley Wolff may take measures to minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify Copley Wolff shall relieve Copley Wolff of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Risk Allocation:** To the maximum extent permitted by law, Copley Wolff's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the lesser of \$100,000 or Copley Wolff's fee. Such causes include, but are not limited to, Copley Wolff's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or Copley Wolff, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and Copley Wolff shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay Copley Wolff for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Force Majeure:** Copley Wolff is not responsible for delays caused by factors beyond Copley Wolff's reasonable control. When such delays beyond Copley Wolff's reasonable control occur, the CLIENT agrees Copley Wolff is not responsible for damages, nor shall Copley Wolff be deemed to be in default of this Agreement.

**Insurance:** Copley Wolff carries the following insurance coverages. Any required coverage greater than these amounts shall be paid by the CLIENT.

Commercial General Liability:	\$1,000,000/occur, \$2,000,000/project
Excess Liability:	\$5,000,000
Automobile Liability (rental/hire only):	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$5,000,000

**Governing Law:** The CLIENT and Copley Wolff agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.