

# **Bond Case Briefs**

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## **CONTRACTS - MASSACHUSETTS**

### **Celco Const. Corp. v. Town Of Avon**

**Appeals Court of Massachusetts, Norfolk - March 2, 2015 - N.E.3d - 2014 WL 7928217**

Successful bidder for work on a town water main extension project brought action against town after it refused bidder's request for an equitable adjustment to the contract price to recover its increased costs for rock removal after the amount of rock turned out to exceed the estimate by more than 1,500 cubic yards. The Superior Court Department entered summary judgment in favor of town. Bidder appealed.

The Appeals Court held that bidder was not entitled to an equitable adjustment.

Bid documents expressly disclaimed the accuracy of the stated amount of rock and stated that the amount of rock was indeterminate, and the nature of the rock itself, and the means and cost to remove it, did not differ in any way from what was anticipated in the contract documents.