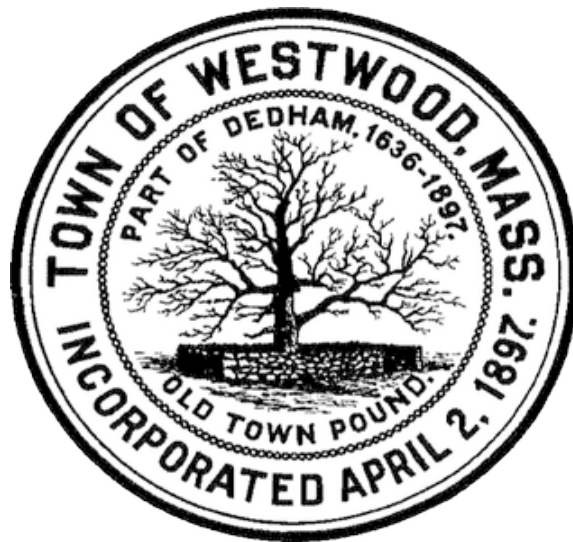


PROJECT MANUAL FOR
COMPLETE STREETS IMPROVEMENTS

DOWNEY STREET SIDEWALK

Town of Westwood

IFB #DPW-23-B-025



May 2023

Prepared by:



TEC, Inc.
282 Merrimack Street
Lawrence, MA 01843



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ADVERTISEMENT TO BID MGL c.30 §39M Over \$50K

The **TOWN OF WESTWOOD**, the Awarding Authority, invites sealed bids from Contractors for Complete Streets Improvements for the Downey Street Sidewalk in Westwood, Massachusetts, in accordance with the documents prepared by **TEC, INC.**

The work under this contract consists of sidewalk construction along the south side of Downey Street, from Booth Drive to Canton Street in Westwood, MA. The project area limits encompass approximately 1,575 feet of Downey Street and 500 feet of Canton Street.

The proposed improvements will include the construction of a cement concrete sidewalk with granite curbing along the south side of the Downey Street corridor, a new pedestrian crossing of Canton Street, ADA/AAB compliant pedestrian curb ramps and driveway aprons, drainage structures and pipe, guardrail, modified rockfill slopes, tree planting, and other incidental work.

MassDOT prequalification of contractors with the class of work as, Highway Construction, for the project with an estimated value of **\$462,090** will be required.

Bid documents and plans are available beginning **May 17, 2023 at 9:00 AM EDT** via <https://www.townhall.westwood.ma.us/departments/procurement/procurement-requests>

All bidding Requests for Information (RFIs) shall be forwarded to Procurement@townhall.westwood.ma.us by May 24, 2023 at 12:00 PM EDT.

Bids are subject to M.G.L. c.30§39M and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

Bids will be received until **June 1, 2023 at 11:00AM EDT** and publicly opened at the Procurement Department Westwood Town Hall, 580 High Street, Westwood, MA 02090.

Bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (including all alternates), and made payable to the **TOWN OF WESTWOOD**.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

INVITATION FOR BIDS
Complete Streets Improvements
Downey Street Sidewalk
IFB #DPW-23-B-025

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 am on June 1, 2023** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood, MA 02090

- Bids must be delivered in a manner such that the package is hand-delivered to a Westwood Town Hall employee bound with only paper clips and/or clamps. No binders, folders or stapled packages will be accepted. If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff member to be considered properly delivered.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked “***IFB #DPW-23-B-025, Downey Street Sidewalk***”
- MassDOT prequalification of contractors with the class of work as, Highway Construction, for the project with an estimated value of **\$462,090** will be required. Contractors shall be responsible for submitting a waiver request to bid with the MassDOT Construction Prequalification Department if the above-mentioned Project Value is over their single contract limit.
- **The proposal must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- **The proposal must also include a Bid Signature Form.** When the Bid Signature Form is completed, it declares:
 - The only parties interested in this bid are the Principals named herein.



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- No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.

- **Bid Form**

- Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) of the total bid price, made payable to the Town of Westwood.
- All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
- The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor
- The bidder to whom the bid is awarded will be required to execute an Agreement within thirty (30) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
- Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
- All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
- Unbalanced bidding is expressly prohibited and all unit bid prices will be compared for reasonable conformance with the engineer's estimate. The Town has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-ends its bid as to amount to an advanced payment, there are extreme variations from the engineer's estimate or other bids received, if in the opinion of the Town, the unit prices create a reasonable doubt that the apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.



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- In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- Questions concerning this invitation for proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood, MA 02090 or by email at Procurement@townhall.westwood.ma.us. Questions may be delivered or mailed. The Deadline for submitting Questions is May 24, 2023 at 12:00 Noon. Written responses will be posted at <https://www.townhall.westwood.ma.us/departments/procurement/procurement-requests> no later than three (3) days prior to bid opening.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments C-I **must be completed and be submitted** with the bid documents.
 - Attachment A – Price Adjustments
 - Attachment B – Wage Rates (under separate cover)
 - Attachment C – Bid Table
 - Attachment D – Bid Pricing Sheet
 - Attachment E – Labor Harmony and OSHA Training
 - Attachment F – Certificate of Non-Collusion
 - Attachment G – Tax Compliance Certificate
 - Attachment H – Signature Page
 - Attachment I – Reference Form
 - Attachment J – Project Plans (under separate cover)



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

II. PROJECT DESCRIPTION

The work under this contract consists of sidewalk construction along the south side of Downey Street, from Booth Drive to Canton Street in Westwood, MA. The project area limits encompass approximately 1,575 feet of Downey Street and 500 feet of Canton Street.

The proposed improvements will include the construction of a cement concrete sidewalk with granite curbing along the south side of the Downey Street corridor, a new pedestrian crossing of Canton Street, ADA/AAB compliant pedestrian curb ramps and driveway aprons, drainage structures and pipe, guardrail, modified rockfill slopes, tree planting, and other incidental work.

Unit Quantities Specified:

- Quantities and measurements indicated in this IFB are for bidding and contract purposes only. Quantities and measurements ACTUALLY supplied or placed in the Work and verified by the Engineer shall determine payment.
- If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, Contractor shall provide the required quantities at the unit price contracted.

Base Bid: Work under the Base Bid includes new cement concrete sidewalk, granite curb, minor HMA permanent patching, minor drainage improvements, ADA/AAB-compliant pedestrian curb ramps, traffic signs & pavement markings, loam & seed, guardrail, modified rock slope, and other incidental work.

Bid Alternate No. 1: Work under Bid Alternate No. 1 includes tree planting and protection as shown on the Bid Alternate 1 – Tree Planting plans.

Bid Alternate No. 2: Work under Bid Alternate No. 2 includes an alternate drainage outlet route for the gutter inlet at STA 12+57 RT as shown on the Bid Alternate 2 – Alternate Drainage Outlet plans. The gutter inlet connects to an existing drainage system on Booth Drive via 12” pipe. Work includes drainage installation, permanent HMA patching, and other incidental work.

Delivery Requirements: All delivery charges shall be included in the contract unit prices under various items.

- The Delivery should be made to the project site



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

Insurance Specifications:

- **Workman's Compensation:** - The Contractor shall, before commencing performances of this contract, provide, by insurance, for the payment of compensation in the furnishing of other benefits under General Laws, Ch. 152 to all persons to be employed under the Contract and shall continue such insurance in full force and effect for the term of the Contract, all in accordance with Massachusetts General Laws, chapter 149, S34A.
- **Bodily Injury Liability Including Death:** - The Contractor shall take and maintain during the life of the Contract insurance coverage in the amount of one million dollars on account of any one person and one million dollars on account of any one accident and one million dollars aggregate limit. Extra territorial and guest clause shall be included.
- **Property Damage Liability:** - The Contractor shall take out and maintain during the life of the Contract property damage liability insurance in the amount of one million dollars in the aggregate.
- **Motor Vehicles Including Hired Vehicles:** - The Contractor shall take out and maintain during the life of the Contract motor vehicle insurance for bodily injury liability including death in the amount of one million dollars on account of any one person and one million dollars on account of any one accident. Additionally, property damage liability in the amount of one million dollars on account of any one accident and one million dollars' aggregate. The contractor covenants and agrees to hold the town and its employees, agents and officials, harmless from loss or damage for personal injury and/or property damage arising from or in connection with operations under this Contract.
- **Indemnification Clause:** - The Contractor acknowledges and agrees that he is responsible, as an Independent Contractor, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify and hold harmless the Town and its officers, Boards and its employees, from any loss, damage, cost, charge, expense or claim which may be made against it or them or to which it or they may be subject by reason of an alleged act, action, neglect, omission or default on the part of the Contractor or any of his agents, servant, or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses. And, if any claim is made, the Town may retain out of any payments, then, or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. The public liability and property damage insurance and owner's contingent policies, as the case may be, shall include the above stated Indemnification Clause.



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III. PRICING AND PAYMENT

- Unit Prices
 - Item and the quantity of units completed. Unit prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
 - The Town reserves the right to increase or decrease the scope of the Contract work by up to and including twenty-five percent (25%) of the original scope without adjusting the lump sums or unit prices.
 - **Bid unit prices on common Base Bid and Bid Alternate items shall be the same price.**
- The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work that is incorporated in or made necessary by the Work.

IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Project Description and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All deliveries must comply with the Specifications identified above in Section II, Project Description.

V. RULE FOR AWARD

- The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to Massachusetts General Laws Chapter 30, Section 39M, as amended. Such bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.
- Upon evaluation of bids, the Awarding Authority will determine whether to award a contract for only the Base Bid, OR for the total of the Base Bid plus Bid Alternate No. 1, OR for the total of the Base Bid plus Bid Alternate No. 1 plus Bid Alternate No. 2 (as described in Attachment D, Bid Pricing Sheet). The combination serving as the basis for award is contingent on the available project funding.

VI. OTHER REQUIREMENTS

- The funding for this project is, in part, through the MassDOT Complete Streets Funding Program and, as such, is subject to the following schedule requirements:
 - Commence construction on or before May 15, 2023
 - Substantial Completion on or before August 17, 2023
 - Final Completion on or before August 31, 2023



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- At the pre-construction meeting, the selected contractor shall submit to the Engineer a construction schedule in bar graph form, satisfactory to the Engineer, showing in detail the proposed progress for the construction of the various parts of the Work. Submission of said schedule shall be a condition precedent to approval of the Contractor's first application for payment. After construction commences, the Contractor shall submit to the Engineer bi-weekly construction schedule updates.
- The contractor shall be responsible for performing all construction layout and stakeout. The Engineer will release record AutoCAD drawing files to the Contractor to utilize in construction layout.

VII. SPECIAL PROVISIONS

WESTWOOD

Complete Streets – Downey Street Sidewalk Improvements

SCOPE OF WORK

The work under this contract consists of sidewalk construction along the south side of Downey Street, from Booth Drive to Canton Street in Westwood, MA. The project area limits encompass approximately 1,575 feet of Downey Street and 500 feet of Canton Street.

The proposed improvements will include the construction of a cement concrete sidewalk with granite curbing along the south side of the Downey Street corridor, a new pedestrian crossing of Canton Street, ADA/AAB compliant pedestrian curb ramps and driveway aprons, drainage structures and pipe, guardrail, modified rockfill slopes, tree planting, and other incidental work.

All work under this Contract shall be done in conformance with the MassDOT *2023 Standard Specifications for Highways and Bridges*, the MassDOT *2017 Construction Standard Details*, the MassDOT *Traffic Management Plans and Detail Drawings*, *MassDOT Work Zone Safety Temporary Traffic Control*, the MassDOT *1990 Standard Drawings for Signs and Supports*; the MassDOT 2015 Overhead Signal Structure and Foundation Standard Drawings, the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with Massachusetts Amendments; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; *The American Standard for Nursery Stock*; the Plans and these Special Provisions.

DEFINED TERMS (Supplementing Subsection 1.03)

Throughout the MassDOT Standard Specifications, wherever the term “the Department” appears it shall be replaced with “the Owner”, which term shall be defined to mean the Town of Westwood, acting through its Department of Public Works.



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CONSTRUCTION STAKING (Supplementing Subsection 5.07)

In the first sentence of this section replace, “The Department will” with “The Contractor shall”.

Upon request by the Contractor, the Engineer will furnish information and ties for the survey baseline and benchmarks, within ten calendar days. The Contractor shall perform all survey work required to complete the Contract. If requested by the Engineer, the Contractor shall stake out geometry points and 50-foot station locations for the construction baselines. The Engineer will furnish AutoCAD files for the Contractor’s use in layout of proposed curbing, striping, sidewalk, etc.

All costs associated with construction staking and survey are the responsibility of the Contractor and shall be considered incidental to the various contract items. No additional compensation shall be allowed therefore.

CONTROL OF WATER

The Contractor shall be required to provide all labor, materials, equipment and incidental items necessary to perform the contract work in the dry. Control of water, if required, shall be considered incidental to the various contract items and no separate payment will be made therefore.

UTILITY TRENCH BEDDING

Crushed stone required for bedding drainage pipe and structure installations shall be considered incidental to the respective drainage pipes and structures being installed. No separate payment will be made for utility bedding materials, but all costs in connection therewith shall be considered incidental to the applicable utility items.

TEMPORARY TRAFFIC CONTROL

The Contractor shall implement all temporary traffic control signs, devices, and setups in accordance with the latest edition of the MassDOT Traffic Management Plans and Detail Drawings, and as required by the Engineer.

ORDER OF CONDITIONS – MGL Chapter 131, § 40 (Supplementing Subsection 7.01)

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. The Town of Westwood Conservation Commission has issued an Order of Conditions pursuant to MGL Chapter 131, Section 40; said Order is included within the contract documents. The Contractor shall comply with all General and Special Conditions. No separate payment will be made for labor, materials, equipment and incidental costs associated with compliance with the Order of Conditions, but all costs in connection therewith shall be considered incidental to the various Contract unit prices.

The Contractor shall provide Commonwealth of Massachusetts Department of Environmental Protection (DEP) File Number Signs at each applicable resource area in accordance with the Order of Conditions. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the Contractor with no additional compensation other than the Contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is #338-0345.

TEMPORARY SUPPORT OF EXCAVATION

The Contractor is advised that temporary support of UP 80-10 at approximate Station 13+40 RT may be required during installation of drainage infrastructure in proximity to existing utility pole and shall be at the expense of the Contractor if required. If Bid Alternate 2 is selected, this shall instead apply to the utility pole on Booth Drive at approximate Station 11+87 RT. The Contractor shall be responsible for making all necessary arrangements to have the utility company(s) provide temporary support of the utility pole to facilitate adjacent excavation in conjunction with installation of drainage infrastructure. No separate payment will be made for coordination with or reimbursement to the utility company(s) for temporary support of the utility pole, but all costs in connection therewith shall be included in the unit prices bid for the applicable Contract items.

UTILITY CONTACTS

Utility Contacts are shown on the website
<https://hwy.massdot.state.ma.us/webapps/utilities/select.asp>
Select "District 6" and then Select Westwood

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed:

Eversource Electric "A"
1165 Massachusetts Avenue
Dorchester, MA 02125

Terence Doonan
terence.doonan1@eversource.com
617-541-5714

Eversource Gas
157 Cordaville Road, 3133
Southborough, MA 01772

Jeffrey Evans-Mongeon
Jeffrey.Evans-Mongeon@eversource.com
508-305-6970

Enbridge (Gas)
8 Wilson Way
Westwood, MA 02090

Kathy M. Aruda
kathleen.aruda@enbridge.com
508-938-7728

Verizon (Telephone)
385 Miles Standish Boulevard
Taunton, MA 02780

Karen Mealey
774-409-3160
karen.m.mealy@verizon.com



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

UTILITY CONTACTS (Continued)

Dedham-Westwood Water District (Water)
PO Box 9137
Dedham, MA 02027

Matthew Lanen
mlanen@dwwd.org
781-329-7090

Westwood DPW - Sewer
50 Carby Street
Westwood, MA 02090

Todd Korchin
tkorchin@townhall.westwood.ma.us
781-251-2578

MWRA (Sewer)
2 Griffin Way
Chelsea, MA 02150

Kevin McKenna
Kevin.McKenna@mwra.state.ma.us
617-305-5956

RCN (Cable)
956 Massachusetts Avenue
Arlington, MA 02476

Alex Ortiz
alex.ortiz@rcn.net
781-316-8878

Crown Castle (Cable)
80 Central Street
Boxborough, MA 01719

Mark Bonanno
Mark.bonanno@crowncastle.com
508-616-7818

Comcast Cable Corporation
PO Box 6505, 5 Omni Way
Chelmsford, MA 01824

Wendy Brown
Wendy_Brown@comcast.com
978-848-5163

Eversource Fiber (Cable)
247 Station Drive Mail Stop: SUM SE 320
Westwood, MA 02090

Bechir Khoury
bechir.khoury@eversource.com
781-441-3864

Westwood Fire Alarm (Fire Alarm)
637 High Street
Westwood, MA 02090

William Scoble
781-326-3885

Westwood DPW-Engineering
50 Carby street
Westwood, MA 02090

Todd Korchin
tkorchin@townhall.westwood.ma.us
781-251-2578

AT&T / Teleport Communications
America, c/o Siena Engineering Group
50 Mall Road – Suite 203
Burlington, MA 01803

Erica Hudson
erica.hudson@sienaengineeringgroup.com



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

GAS:

Outage/ Emergency: 800-592-2000

New Service: 866-678-2744

Customer Support: 800-592-2000

ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562

New Service: 1-888-633-3797 (1-888-need pwr)

Customer Support: 1-800-340-9822

MATERIAL OPTIONS

The Contractor shall inform the Engineer of his option prior to the installation of the material. Once the option is designated, all material for the option item(s) shall remain the same throughout the job.

OPTIONS

<u>Item Number</u>	<u>Item Description</u>	<u>Unit</u>
234.12	12 Inch Drainage Pipe-Option	Foot

Pipe Options

Reinforced Concrete Pipe

Corrugated Plastic (Polyethylene) Pipe

Corrugated Plastic (Polypropylene) Pipe

<u>Item Number</u>	<u>Item Description</u>	<u>Unit</u>
235.12	12 Inch Drainage Pipe Flared End - Option	Each

Pipe End Options

Reinforced Concrete Pipe Flared End

Corrugated Plastic (Polyethylene) Pipe Flared End



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.511

TREE PROTECTION – ARMORING & PRUNING

EACH

The work under this item shall conform to the relevant provisions of Sections 101 and 771 of the Standard Specifications and shall be for furnishing and installing temporary tree trunk protection and for limb pruning to prevent injury to the tree from construction equipment and activities.

Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It is to be used where shown on the plans and as directed by the Engineer.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected material shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch.

Other materials or methods may be acceptable if approved by the Engineer or Town Tree Warden.

METHODS OF WORK

Prior to construction activities, the Engineer, the Contractor, and the Town Tree Warden shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer or Town Tree Warden.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.



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ITEM 102.511 (Continued)

DAMAGES & PENALTIES

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense obtain an Arborist. The Arborist shall be approved by the Engineer.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall provide and install a replacement tree(s) of the same species with equivalent total diameter inch at breast height (DBH) as the damaged tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per each. This will include full compensation for all labor, equipment, materials, and incidental costs required for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

In the event of tree damage, cost of Arborist services, of remediation measures, and/or tree removal will be borne by the Contractor.

Payment under this item will be scheduled throughout the length of contract:

- 40% of value shall be paid upon installation of trunk armoring and completion of pruning work, if required
- 60% shall be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

The cost of furnishing, installation and maintenance of replacement trees due to damage from the Contractor's operations shall be borne by the Contractor, with no additional compensation therefore.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.513

TREE PROTECTION – AIR EXCAVATION AND ROOT PRUNING

EACH

This item is for the services of excavating soil with an air pressure tool in order to expose tree roots, and for associated services and materials required to complete the work of pruning, backfilling with existing soil, watering, mulching, and fertilizing. This item shall include the furnishing and operating of the air excavating tool.

ASSOCIATED ITEM: All references to Arborist herein shall refer to the Arborist under Item 102.55. Arborist shall meet the requirements as specified under Item 102.55 and shall be compensated under that item.

Trees to be air spaded shall be those determined necessary by the Engineer per the recommendations of the Arborist.

REFERENCES

The standards from American National Standards Institute (ANSI): A300 (Part 8)-2013 Root Management with special attention to Section 84 shall apply to this work. If requested, the Contractor shall provide to the Engineer one copy of this reference. Provision of reference shall be incidental to this item.

METHODS

Air excavation and pruning work shall be performed by or overseen by the Arborist.

Air excavation of soil and root pruning shall occur any time prior to equipment work within the root zone of marked trees.

Air excavation shall be done along the limit of proposed excavation. Trench shall be of sufficient width to observe and cut roots and shall be to the depth of proposed excavation. Immediately following air excavation, roots shall be pruned.

Following pruning, roots shall immediately be fully covered with backfill and immediately watered. Roots shall continue to be watered and fertilized as required by the Arborist.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Tree Protection – Air Excavation and Root Pruning will be measured and paid at the Contract unit price per each, where air spading, pruning, watering, and fertilizing are performed. The Contract unit price for this item shall include full compensation for all labor, equipment, materials, and incidentals required to complete the work.

Arborist services will be paid separately under Item 102.55



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ITEM 102.522

TREE AND PLANT PROTECTION FENCE

FOOT

The work under this item shall conform to the relevant provisions of Sections 644 and 771 of the Standard Specifications and the following:

Work shall include furnishing, installing, removing, resetting, and maintaining fence in a vertical and effective position at all times, and final removal of temporary fence.

The purpose of the fence is to prevent damage to newly planted trees due to deer browsing, within the individual locations as shown on the plans, as required by the Engineer, and as described herein.

Protection shall be for the duration of the establishment period defined in Section 771 of the Standard Specifications, unless otherwise required by the Engineer.

MATERIALS

Temporary fence for the proposed trees after construction shall be such that it provides a minimum 96-inch-tall barrier that remains vertical and effective (not sagging) for the duration of period required. Fence shall be plastic safety fence, metal wire, wooden snow fencing, or other approved material.

Per the Arborist or Engineer, additional posts, deeper post depths, and/or additional attachments shall be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

Fence shall be located a minimum of 4' from the furthest growth, or as otherwise required by the Engineer. Fence shall surround the tree to fully protect from deer browsing.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.522 (Continued)

METHOD OF WORK

Prior to planting new trees, the Contractor shall conduct a site walk with the Engineer, Town Tree Warden, and the Arborist to confirm tree locations and area to install Tree and Plant Protection Fence. All new trees shall be protected with tree and plant protection fence immediately after completing a full installation and shall be maintained in a vertical and effective position at all times.

Fence shall be repositioned where and as required for optimum effectiveness. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

The fenced in area shall be protected at all times from deer browsing, compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance. In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer in coordination with an Arborist.

After the establishment period, or when required by the Engineer, fence, stakes, and other materials shall be removed and disposed off-site by the Contractor.

TREE AND PLANT DAMAGES OR LOSS

If the tree protection fence area is intruded upon, at the discretion of the Engineer, the Contractor will be required to fix the fence to follow the standards. Cost of furnishing and installing additional or more durable barrier shall be paid by the Contractor.

If the Contractor intrudes into the protection area without approval, soil will be considered compacted and tree root damage will be assumed. Action will be taken as specified below.

In the event that new trees are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall coordinate with the Arborist. The Arborist shall be approved by the Engineer or Tree Warden.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering, the damage will be repaired as soon as possible within the appropriate season for such work and according to industry standards.

If the Engineer determines that damages are irreparable, the Contractor shall follow the Warranties and Penalties section of Item 771.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.522 (Continued)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Tree and Plant Protection Fence will be measured and paid for by the linear foot of fence installed, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Payment of 40 percent of value will be made upon installation of fence. The remaining 60 percent will be made when protection materials have been removed and disposed off-site.

No separate payment will be made for site walk, maintenance, final removal and disposal of the protective materials, remedial actions, including addition of more durable barriers, or repair of damages, but all costs in connection therewith shall be included in the Contract unit price bid.

In the event of irreparable damage due to lack of proper protective measures being taken there will be no compensation to the Contractor.

Arborist services will be paid separately under Item 102.55 unless for the purpose of damage assessment.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.55

ARBORIST

HOUR

The work under this item is for the services of a Certified Arborist. Arborist shall be an International Society of Arboriculture (ISA) Certified Arborist or a Massachusetts Certified Arborist. The Arborist shall have at least 10 years of experience in tree care, including tree protection during construction, and shall demonstrate a familiarity with the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1 Pruning, Part 5 Construction Management Standards, and Part 9 Tree Risk Assessment.

The Arborist's general responsibilities include protecting high priority trees within and adjacent to the project limits, staging areas, and access routes; recommending removal of diseased, damaged or otherwise unhealthy trees that pose a potential safety hazard; evaluating effects of construction on future health of trees close to proposed work; and recommending and/or overseeing tree work and care.

The Arborist for this item shall not be from the same company as the company responsible for selective clearing or tree removal work.

For projects with multiple phases, projects where construction activities (work or stockpiling) shifts, or when otherwise required by the Engineer, the Arborist shall re-evaluate conditions and provide follow-up recommendations.

SCOPE OF WORK

The Arborist shall be responsible for the following tasks:

- Initial Evaluation and Report
 - Recommend and prioritize trees that require removal as appropriate to contract scope, project limits and project intent;
 - Review and modify, if required, tree protection measures shown on the drawings;
 - Review and mark limits of protective fencing for trees and groups of trees to be retained;
 - Review and recommend protection measures for high priority trees;
 - Submit a marked-up Construction Plan that briefly notes recommendations and decisions made in the field;
 - Submit a corresponding report including photo documentation
- Oversight
 - Direct or execute pruning of branches and/or roots, air spading, and/or other tree care operations



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 102.55 (Continued)

- Monitoring and Inspections
 - Periodically inspect fencing and ensure root zones are protected and clear of equipment and materials as required by the Engineer
 - Reevaluate tree protection measures for various phases of a project
 - Submit inspection notes with relevant and dated photos to the Engineer
- Special Care
 - Oversee tree pruning for health and aesthetics
 - Recommend fertilizations and amendments
 - Recommend and oversee pest control

METHODS

Prior to any work, the Arborist shall walk the site with the Contractor, the Engineer, the Town Tree Warden to review trees, limits of construction activities, and other concerns. Where required for proper assessment of tree impacts, limits of work shall be staked or otherwise marked in the field prior to the site walk.

Trees to be removed shall be painted wrapped with ribbon, or otherwise marked.

Trees to be retained shall be marked such that it does not mar or damage the tree and such that marker is not easily removed. As applicable to the work and scope of the project, trees designated for removal or to be retained shall be noted on the plan and/or in the Arborist's report and photographed.

Trees designated to remain that are damaged or removed by construction activities shall be noted and photographed for inclusion in inspection reports submitted to the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.55 will be measured and paid for at the contract unit price per Hour of time spent onsite, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ITEM 222.3 FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD EACH

The work under this item shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

Work under this item consists of furnishing Frame and Grate (or Cover) Municipal Standard.

Frames and grates shall have a two-directional or “grid-pattern” type and shall be manufactured by a MassDOT approved fabricator listed on the Qualified Construction Materials List (QCML). Casting date shall be listed on the QCML.

Frames and covers shall have a diamond pattern; pick holes and the appropriate word “DRAIN” or “SEWER” cast in 3-inch letters to match the corresponding utility. Frames and covers shall be manufactured by a MassDOT approved fabricator listed on the Qualified Construction Materials List (QCML). Casting date shall be listed on the QCML.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 222.3 will be measured and paid at the Contract unit price per Each Frame and Grate (or Cover) Municipal Standard furnished and installed, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Frame and Grate or Frame and Cover shall be considered as a one unit.



**TOWN OF WESTWOOD
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ITEM 235.12 12 INCH DRAINAGE PIPE FLARED END - OPTION EACH

The work under this item shall conform to the relevant provisions of Section 230 of the Standard Specifications and the following:

Pipe Flared End shall meet requirements of Subsection 230.40 for the option selected.

MATERIALS

Corrugated Plastic (Polyethylene) Pipe Flared Ends shall be manufactured from high density polyethylene meeting ASTM D1248 and D3350 with 2% (minimum) carbon black. When the pipe is properly positioned, the end section shall require the invert of the pipe and the invert of the end section to be at the same elevation for the optimum flow out of the end section. The end section shall engage a minimum of two pipe corrugations and secure with a threaded stainless-steel rod and nuts. Flared ends and fittings shall be supplied by the same manufacturer to ensure proper fit of components and commonality of material.

METHOD OF MEASUREMENT

Item 235.12 will be measured and paid for at the contract unit price per Each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 280.15

SIDEWALK FLUME

LUMP SUM

GENERAL

The work under this item shall conform to the relevant provisions of Sections 201, 280, 701, 901, and 960 of the Standard Specifications and the following:

This Item includes the construction of a sidewalk section with a drainage flume with cast frame & covers. The work also includes but is not limited to the preparation of subgrade and borrow foundation; fine grading, formation of the integrated inlet and throat, granite curb at the back of the walk, and adjustment of the first 6" of roadway gutter pavement, jointing and protective coatings.

Contractor shall verify all dimensions for the constructability of the sidewalk flume. Only after verification shall any reinforcement, structural steel, frames, or covers be ordered. The Contractor shall confirm elevations at the invert-in, the roadway gutter, the invert-out, and the top of the walk. Storm water drainage is to be away from the roadway. The sidewalk flume shall be constructed such that the longitudinal slope and cross slope of the cement surface and the frames & covers shall comply with ADA/AAB guidelines and shall meet and match adjacent sidewalk slopes. Covers are not bolted down.

REFERENCES

In addition to the MassDOT Standard Specifications, the Contractor may refer to the following MassDOT Construction Standard Drawings:

E 201.6.0 Catch Basin Frame

E 203.1.0 Drop Inlets – Frame Sections and 2-3 flange 4" C.I. Frames

E 203.2.0 Drop Inlets Type AF – Precast

SUBMITTALS

Submit shop drawings for the castings and concrete work. Provide invert elevations and flume drainage slopes, roadway cross slopes, sidewalk longitudinal and cross slopes, and top of cover elevations and slopes. Indicate non-skid treatment for the cover. Identify steel reinforcement. Identify concrete mix.

Submit weigh slips for cement concrete (if casting in place) with mix design on the slip.

Submit delivery slips for steel reinforcing (if casting in place).

MATERIALS

Materials are as shown on the detail Sketch. Otherwise, comply with MassDOT material specifications. Castings shall comply with MassDOT Section 201.40.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 280.15 (Continued)

Cement Concrete, if cast in place, shall be from an approved MassDOT supplier. Precast items, if used, shall be from an approved MassDOT supplier.

Steel shall be from an approved MassDOT metal supplier. Pattern on steel plate shall be non-skid. Alternatively, provide a non-skid surface.

CONSTRUCTION METHODS

Coordinate sidewalk and roadway construction with flume construction. Confirm elevations and dimensions prior to ordering castings. The sidewalk flume shall be constructed such that the longitudinal slope and cross slope of the cement surface and the frames & covers shall comply with ADA/AAB guidelines and shall meet and match adjacent sidewalk slopes. Construction must otherwise comply with the details depicted on the detail Sketch.

For excavation and placement of subgrade material, comply with MassDOT Section 140.60. For Fine grading, comply with MassDOT Section 170.60 and 170.61.

For installation of the castings and flume box, comply with relevant provisions for drainage, concrete, and steel, from MassDOT Sections 201, 280, 901, and 960.

For construction of the sidewalk section, comply with relevant provisions from MassDOT Section 701. Width from face of curb to back of sidewalk may vary.

BASIS OF PAYMENT

Sidewalk Flume will be paid for at the contract unit price per Lump Sum, which price shall include all labor, materials, and equipment, and incidental costs required to complete the work.

No separate payment will be made for the cast frame and covers, regardless of depth or slope; steel reinforcement and structural steel; joint filler, coatings, sealers, adjustment of the roadway gutter, all fittings, and all concrete, but all costs in connection therewith shall be included in the Contract lump sum price bid.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ITEM 504.2

GRANITE CURB TYPE VA4 – SPLAYED END

EACH

GENERAL

The work under this item shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following:

Granite curb splayed end sections shall be 6' minimum in length and machine cut to match existing granite edging or existing hot mix asphalt berm and shall conform to the details shown on the plans.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 504.2 will be measured and paid for at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ITEM 697.1

SILT SACK

EACH

Work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins within and immediately downgradient of the project limits and as required by the Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the graded areas have become permanently stabilized by vegetative growth or as required by the Engineer. All materials used for the filter fabric shall become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Town.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 697.1 (Continued)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 697.1 will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for removal and disposal of the sediment from the insert, regardless of the frequency of removal and disposal, but all costs in connection therewith shall be included in the Contract unit price bid.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 698.3

GEOTEXTILE FABRIC FOR SEPARATION

SQUARE YARD

The work under this item shall conform to the requirements of Materials Subsection M9.50.0 and the following:

The work under this item includes the furnishing and installation of geotextile fabric for proposed slopes greater than two-foot horizontal per one-foot vertical (2H:1V), under the modified rockfill slope, as shown on the Contract Drawings or as required by the Engineer.

Materials shall conform to M9.50.0 and shall be listed on the MassDOT Qualified Construction Materials List.

The geotextile fabric shall be installed per the manufacturer's instructions and AASHTO M-288, whichever is more stringent.

At locations of fabric installation, the subgrade shall first be graded and compacted. All rocks, vegetation, and other obstructions shall be removed before placement of fabric. The fabric shall be installed and fastened in place in conformance with the manufacturer's recommendations for installation on slopes.

Geotextile fabric shall be rolled vertically down the slope and there shall be no overlaps in the vertical direction. Adjacent strips of geotextile shall overlap at least 2 feet. The geotextile shall be secured in place at the overlaps with steel pins at least 18 inches long and spaced at 2 feet on center. The pins shall be fitted with washers at least 1.5 inches in diameter.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Geotextile Fabric for Separation will be measured and paid for at the Contract unit price per square yard, complete in place, which price shall include all labor, material, equipment and incidental costs required to complete the work.

No separate payment will be made for material required for overlap areas, but all costs in connection therewith shall be included in the Contract unit price bid



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 767.121

SEDIMENT CONTROL BARRIER

FOOT

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Where shown on the plans or when required by permits, sedimentation fence shall be used in addition to compost filter tubes and straw bales and shall be compensated under that item.

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 767.121 (Continued)

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.



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ITEM 767.121 (Continued)

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

Sedimentation Fence

Materials and Installation shall be per Section 670.40 and 670.60 of the Standard Specifications and the following:

Sedimentation fence shall only be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

MAINTENANCE

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 767.121 (Continued)

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent seeding or existing grasses (i.e., lawn or native grass mix).
- Sedimentation fence, stakes, and other debris shall be removed and disposed off-site. Site shall be restored to a neat and clean condition.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, and incidental costs required to complete the work.

No separate payment will be made for maintenance, dismantling, removal or restoration of soil, but all costs in connection therewith shall be included in the Contract unit price bid.

Additional barrier, such as double or triple stacking of compost filter tubes, will be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractors expense.

Sedimentation fence used in conjunction with compost filter will be measured and paid for separately under Standard Item 697, Sedimentation Fence.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 767.78 COMPOST MULCH OVER MODIFIED ROCKILL SQUARE YARD

GENERAL

The purpose of this item is to provide compost mulch for mixing with seed, to be placed on designated modified rockfill slopes in areas where establishment of vegetation on the rock slope is desired. This item shall conform to the requirements of Sections 765 and 767 of the Standard Specifications and the following.

MATERIALS

Composted mulch

Composted Mulch shall be an aged organic substance meeting the requirements of M1.06.0 of the Standard Specifications. No manure, bio-solids, kiln dried wood, or construction debris shall be allowed.

Organic matter content shall be between 20-100% (dry weight basis) as determined by ASTM D2974 (method A) Standard Test Methods for Moisture, Ash and Organic Matter of Peat and Other Organic Soils.

Moisture content shall be <15% by dry weight (<60% by wet weight) as measured by ASTM D2216 Standard Test Method for Laboratory Determination of Water Content of Soil and Rock and ASTM D2974 (cited above).

Particle size as measured by sieving shall be as follows:

Sieve Size	%Passing
2 in	100%
¾ in	70-100%
#4	30-75%
#20	20-40%

Soluble salts shall be <5.0 mmhos/cm (dS/m). The pH shall be between 5.5 and 8.0.

Seed

Seed shall be in accordance with Subsection 765 of the Standard Specifications.

CONSTRUCTION METHODS

Methods of installation shall be reviewed and approved by the Engineer prior to placement of material.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM 767.78 (Continued)

Placement of compost mulch shall be as shown on the plans and as directed by the Engineer. Compost mulch material shall be applied pneumatically. Material shall be placed so that settled material is at or slightly below the surface plane of the stone. Contractor shall ensure that there will be adequate quantity, including adjustment for settlement.

Seeding shall be done at the same time as compost topsoil is being applied and shall be by in accordance with Subsection 765 of the Standard Specifications and such that a very thin blanket of material covers the seed

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Compost Mulch Over Modified Rock will be measured and paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Seed shall be compensated at the unit price bid per Item 765.



**TOWN OF WESTWOOD
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<u>ITEM 777.036</u>	<u>OAK-NORTHERN RED 2-2.5 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.037</u>	<u>OAK-NORTHERN RED 3 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.038</u>	<u>OAK-NORTHERN RED 4 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.329</u>	<u>OAK-WHITE 2-4 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.330</u>	<u>OAK-WHITE 3 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.331</u>	<u>OAK-WHITE 4 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 778.151</u>	<u>BIRCH-RIVER 2-4 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 778.152</u>	<u>BIRCH-RIVER 3 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 778.153</u>	<u>BIRCH-RIVER 4 INCH CALIPER</u>	<u>EACH</u>

The work under these items shall conform to the relevant provisions of Subsection 771 of the Standard Specifications, except as amended and supplemented as indicated on the drawings, and the following:

This work shall include the furnishing, planting, and maintenance of the trees listed here and shown on the Plans to mitigate for removal of trees in conjunction with the work for construction of the Downey Street sidewalk. All work shall also be in accordance with the Order of Conditions, and the Planning Board Scenic Road and Tree Hearing Decision as attached in the appendices.

MATERIALS

Materials include tree species suggested by the Conservation Commission that are native to the area. Any deviations to the species, quantities, or minimum diameters shown shall be approved by the Engineer and Town Tree Warden. The following plant material shall be supplied under this item. Material quantity per tree species and size shown below is subject to change based on field review by the Engineer or Tree Warden at the time of installation:

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Min. Diameter</u>
777.036	Oak – Northern Red 2-2.5 inch caliper	3 EA	2”
777.037	Oak – Northern Red 3 inch caliper	3 EA	3”
777.038	Oak – Northern Red 4 inch caliper	1 EA	4”
777.329	Oak – White 2-2.5 inch caliper	3 EA	2”
777.330	Oak – White 3 inch caliper	3 EA	3”
777.331	Oak – White 4 inch caliper	1 EA	4”
778.151	Birch – River 2-2.5 inch caliper	4 EA	2”
778.152	Birch – River 3 inch caliper	2 EA	3”
778.153	Birch – River 4 inch caliper	3 EA	4”



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

**ITEMS 777.036, 777.037, 777.038, 777.329,
777.330, 777.331, 778.151, 778.152 and 778.153** (Continued)

METHODS OF WORK

Proposed trees shall not be planted until construction activities in the vicinity of the proposed location shown on the plans are complete. Contractor shall review placement of proposed trees with the Engineer and Town Tree Warden once sidewalk work is complete. All proposed trees shall be protected with tree and plant protection fence immediately after completing a full installation.

Any proposed trees that cannot be planted according to the location shown on the Plans or in another location within the project limits, approved by the Engineer and Town Tree Warden, shall be planted in areas at the Islington Village and/or the base of the rockfill slope as directed by the Engineer and Town Tree Warden.

Care shall be taken to avoid damage to the trees during storage and installation at locations specified on Plans.

WARRANTY & PENALTIES

The proposed trees must be guaranteed a minimum survival of 2 years from the date of final completion. These two years shall be part of the establishment period. If there are damages to the proposed trees caused by lack of maintenance to the tree and plant protection fence or lack of establishment maintenance, the Contractor shall, at their own expense obtain a certified Arborist to determine action for the subject tree(s). The Arborist shall be approved by the Engineer.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed at the Contractors expense. If the tree cannot be easily removed without causing impact to the adjacent area, tree removal will include grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with suitable material and topped with 4" of topsoil. Tree shall be replaced in kind and size with the planting originally specified per Subsection 771.74.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items 777.036, 777.037, 777.038, 777.329, 777.330, 777.331, 778.151, 778.152, 778.153 will be measured and paid at the contract unit price per each tree planted complete in place. This will include full compensation for all labor, equipment, materials, and incidental costs required for the satisfactory completion of the work. No separate payment will be made for excavation, preparation of planting beds, loam, mulch, watering or maintenance during the establishment period, but all costs in connection therewith shall be included in the Contract unit price bid.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ITEMS 777.036, 777.037, 777.038, 777.329,
777.330, 777.331, 778.151, 778.152 and 778.153** (Continued)

Tree and Plant Protection Fence shall be paid for separately under Item 102.521
Arborist shall be paid for separately under Item 102.55

In the event of tree damage, cost of Arborist services, any remediation/replacement measures, and/or tree removal will be borne by the Contractor.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

<u>ITEM 868.06</u>	<u>6 INCH REFLECTORIZED WHITE LINE (EPOXY)</u>	<u>FOOT</u>
<u>ITEM 868.12</u>	<u>12 INCH REFLECTORIZED WHITE LINE (EPOXY)</u>	<u>FOOT</u>
<u>ITEM 869.06</u>	<u>6 INCH REFLECTORIZED YELLOW LINE (EPOXY)</u>	<u>FOOT</u>

The work to be done under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Work under these items shall consist of the furnishing and installation of regular-dry white and lead-free yellow EPOXY reflectorized pavement markings (including edge lines, skip lines, gore lines).

As work incidental to these items the Contractor or epoxy material supplier shall measure the performance of the pavement markings upon installation according to the measurement and sampling procedures outlined in ASTM D6359 using a new hand-held 30-meter retroreflectometer.

MATERIALS

For epoxy applications, the Contractor shall use one of the following products, or an approved equivalent:

- Ennis Flint HPS-3,
- Epoplex LS-70,
- Swarco 1180 series

CONSTRUCTION METHODS

All work shall be done in accordance with the material suppliers' specifications and the following:

During marking operations, the pavement surface where the epoxy is to be placed shall have a minimum temperature of 40° F and the air temperature shall be at least 35° F.

The pavement surface on which the epoxy paint material is placed shall be clean and dry. Existing traffic markings shall be removed by an approved method. The curing compound on Portland cement concrete shall also be removed. Existing markings shall be removed so that at least 95% of the underlying pavement is visible. The abrasive material shall be removed from the pavement surface before the pavement is opened to uncontrolled traffic flow.

The epoxy paint markings shall have a thickness of 25 mils \pm 1 mil, calculated without drop-on glass beads. All markings shall have uniform thickness with a uniform distribution of glass beads throughout the line width. The width of lines shall be as specified with a tolerance of 0.25 inches. Markings shall have sharp edges and cutoff at the ends.

Glass beads shall be applied as a reflective medium, using the double drop method, at a rate in accordance with the epoxy manufacturer's specification.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEMS 868.06, 868.12 and 869.06 (Continued)

METHOD OF MEASUREMENT

Item 868.06, Item 868.12 and Item 869.06 will be measured for payment by the Foot, complete in place. Measurements will be per Subsection 860.80.

BASIS OF PAYMENT

Item 868.06, Item 868.12 and Item 869.06 will be paid for at the respective Contract unit prices per Foot, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ITEM 874.1
ITEM 874.2

STREET SIGN REMOVED AND RESET
TRAFFIC SIGN REMOVED AND RESET

EACH
EACH

GENERAL

Work under these items shall conform to the relevant provisions under Section 828 of the Standard Specifications and the following:

The Contractor shall carefully remove and reset all designated existing signs including attachment hardware and sign support posts located as needed and where directed by the Engineer.

Work shall include the dismantling, removal, transporting, storing and resetting of existing street name signs and traffic signs at the locations shown on the plans. The Contractor shall completely remove the sign and post and reset said sign and post at the new location. If existing sign and/or post are not suitable for reuse as determined by the Engineer, the contractor shall provide new sign and/or post under items 832. and/or 847.1 respectively. New attachment hardware shall be furnished as necessary to replace any missing or unusable existing hardware.

Existing sign and/or post damaged by the contractor's operations shall be replaced in-kind by the Contractor at no additional compensation

Included under Item 874.1 are street name signs. Included under item 874.2 are warning, regulatory, and route marker signs and miscellaneous directional signs.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Street signs removed and reset and traffic signs removed and reset will be measured and paid for at the Contract Unit Price per each sign removed and reset complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**** END OF SPECIAL PROVISIONS ****



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT A
PRICE ADJUSTMENTS**



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES

Revised: 02/03/2023

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project will be the price as indicated in MassDOT's web site (<https://www.mass.gov/service-details/massdot-current-contract-price-adjustments>) for the month in which the contract was bid. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by MassDOT using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. MassDOT will post this Period Price on its website at <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassDOT the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the approved Job Mix Formula.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an Owner-approved extension of time.

***** END OF DOCUMENT *****



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –

Revised: 02/01/2021

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Owner, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in MasDOT’s web site <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

***** END OF DOCUMENT *****



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT B

WAGE RATES (under separate cover)



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT C

BID TABLE



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
101	0.12	AT CLEARING AND GRUBBING _____ ACRE				
102.511	25	AT TREE PROTECTION ARMORING & PRUNING _____ EACH				
102.513	8	AT TREE PROTECTION - AIR EXCAVATION AND ROOT PRUNING _____ EACH				
102.55	40	AT ARBORIST _____ HOURS				
104.	2	AT TREE REMOVED - DIAMETER 24 INCHES AND OVER _____ EACH				
120.	160	AT EARTH EXCAVATION _____ CUBIC YARD				
121.	10	AT CLASS A ROCK EXCAVATION _____ CUBIC YARD				
144.	5	AT CLASS B ROCK EXCAVATION _____ CUBIC YARD				
150.	90	AT ORDINARY BORROW _____ CUBIC YARD				
151.	315	AT GRAVEL BORROW _____ CUBIC YARD				
152.	35	AT PROCESSED GRAVEL _____ CUBIC YARD				

CARRIED FORWARD _____



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BROUGHT FORWARD _____

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
156.	65	AT _____ CRUSHED STONE _____ TON				
170.	950	AT _____ FINE GRADING AND COMPACTING - SUBGRADE AREA _____ SQUARE YARD				
201.	1	AT _____ CATCH BASIN _____ EACH				
202.	1	AT _____ MANHOLE _____ EACH				
204.	1	AT _____ GUTTER INLET _____ EACH				
222.3	3	AT _____ FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD _____ EACH				
224.12	1	AT _____ 12 INCH HOOD _____ EACH				
234.12	283	AT _____ 12 INCH DRAINAGE PIPE - OPTION _____ FOOT				
235.12	1	AT _____ 12 INCH DRAINAGE PIPE FLARED END - OPTION _____ EACH				
258.	10	AT _____ STONE FOR PIPE ENDS _____ SQUARE YARD				

CARRIED FORWARD _____

BROUGHT FORWARD _____



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
280.15	1	SIDEWALK FLUME AT _____ LUMP SUM				
452.	35	ASPHALT EMULSION FOR TACK COAT AT _____ GALLON				
472.	45	TEMPORARY ASPHALT PATCHING AT _____ TON				
504.2	3	GRANITE CURB TYPE VA4 - SPLAYED END AT _____ EACH				
506.	730	GRANITE CURB TYPE VB - STRAIGHT AT _____ FOOT				
506.1	500	GRANITE CURB TYPE VB - CURVED AT _____ FOOT				
509.	30	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT AT _____ FOOT				
509.1	50	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED AT _____ FOOT				
511.1	15	GRANITE EDGING TYPE SB - STRAIGHT AT _____ FOOT				
620.131	475	GUARDRAIL, DEEP POST (SINGLE FACED) AT _____ FOOT				

CARRIED FORWARD _____



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BROUGHT FORWARD _____

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
627.82	1	GUARDRAIL TANGENT END TREATMENT, TL-2 AT _____ EACH				
697.	300	SEDIMENTATION FENCE AT _____ FOOT				
697.1	3	SILT SACK AT _____ EACH				
698.3	200	GEOTEXTILE FABRIC FOR SEPARATION AT _____ SQUARE YARD				
701.	730	CEMENT CONCRETE SIDEWALK AT _____ SQUARE YARD				
701.1	90	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS AT _____ SQUARE YARD				
701.2	50	CEMENT CONCRETE PEDESTRIAN CURB RAMP AT _____ SQUARE YARD				
702.	6	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY AT _____ TON				
748.	1	MOBILIZATION AT _____ LUMP SUM				
751.	75	LOAM FOR ROADSIDES AT _____ CUBIC YARD				

CARRIED FORWARD _____



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BROUGHT FORWARD

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
765.	530	SEEDING AT _____ SQUARE YARD				
767.121	325	SEDIMENT CONTROL BARRIER AT _____ FOOT				
767.6	6	AGED PINE BARK MULCH AT _____ CUBIC YARD				
767.78	200	COMPOST MULCH OVER MODIFIED ROCKFILL AT _____ SQUARE YARD				
769.	510	PAVEMENT MILLING MULCH UNDER GUARD RAIL AT _____ FOOT				
787.251	6	YEW - UPRIGHT 2-2.5 FEET / #7 AT _____ EACH				
832.	40	WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A) AT _____ SQUARE FOOT				
847.1	10	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL AT _____ EACH				
852.	200	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ SQUARE FOOT				
856.	60	ARROW BOARD AT _____ DAY				

CARRIED FORWARD



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BROUGHT FORWARD _____

BASE BID						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
859.	6000	REFLECTORIZED DRUM AT _____ DAY				
868.06	1450	6 INCH REFLECTORIZED WHITE LINE (EPOXY) AT _____ FOOT				
868.12	220	12 INCH REFLECTORIZED WHITE LINE (EPOXY) AT _____ FOOT				
869.06	515	6 INCH REFLECTORIZED YELLOW LINE (EPOXY) AT _____ FOOT				
874.1	1	STREET SIGN REMOVED AND RESET AT _____ EACH				
874.2	5	TRAFFIC SIGN REMOVED AND RESET AT _____ EACH				
986.	130	MODIFIED ROCKFILL AT _____ TON				
999.01	1	UNIFORMED POLICE OFFICERS AT Forty-Two Thousand and 00 cents ALLOWANCE	\$ 42,000	.00	\$ 42,000	.00

BASE BID TOTAL _____

BASE BID IN WRITTEN WORDS



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BID ALTERNATE #1						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
102.522	360	AT TREE AND PLANT PROTECTION FENCE _____ FOOT				
777.036	3	AT OAK - NORTHERN RED 2-2.5 INCH CALIPER _____ EACH				
777.037	3	AT OAK - NORTHERN RED 3 INCH CALIPER _____ EACH				
777.038	1	AT OAK - NORTHERN RED 4 INCH CALIPER _____ EACH				
777.329	3	AT OAK - WHITE 2-2.5 INCH CALIPER _____ EACH				
777.330	3	AT OAK - WHITE 3 INCH CALIPER _____ EACH				
777.331	1	AT OAK - WHITE 4 INCH CALIPER _____ EACH				
778.151	4	AT BIRCH - RIVER 2-2.5 INCH CALIPER _____ EACH				
778.152	2	AT BIRCH - RIVER 3 INCH CALIPER _____ EACH				
778.153	3	AT BIRCH - RIVER 4 INCH CALIPER _____ EACH				
999.01	1	AT UNIFORMED POLICE OFFICERS Five Thousand and 00 cents _____ ALLOWANCE	\$ 5,000	.00	\$ 5,000	.00

BID ALTERNATE #1 TOTAL

BID ALTERNATE #1 IN WRITTEN WORDS



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BID ALTERNATE #2						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
101	0.10	AT CLEARING AND GRUBBING _____ ACRE	USE BASE BID UNIT PRICE			
202.	1	AT MANHOLE _____ EACH	USE BASE BID UNIT PRICE			
204.	1	AT GUTTER INLET _____ EACH	USE BASE BID UNIT PRICE			
222.3	2	AT FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD _____ EACH	USE BASE BID UNIT PRICE			
224.12	1	AT 12 INCH HOOD _____ EACH	USE BASE BID UNIT PRICE			
234.12	303	AT 12 INCH DRAINAGE PIPE - OPTION _____ FOOT	USE BASE BID UNIT PRICE			
ITEMS TO DEDUCT						
101	(-0.12)	AT CLEARING AND GRUBBING _____ ACRE	USE BASE BID UNIT PRICE			
201.	(-1)	AT CATCH BASIN _____ EACH	USE BASE BID UNIT PRICE			
202.	(-1)	AT MANHOLE _____ EACH	USE BASE BID UNIT PRICE			
204.	(-1)	AT GUTTER INLET _____ EACH	USE BASE BID UNIT PRICE			
222.3	(-3)	AT FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD _____ EACH	USE BASE BID UNIT PRICE			
224.12	(-1)	AT 12 INCH HOOD _____ EACH	USE BASE BID UNIT PRICE			

CARRIED FORWARD _____



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

BID ALTERNATE #2						
ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
ITEMS TO DEDUCT (CONTINUED)						
234.12	(-283)	AT 12 INCH DRAINAGE PIPE - OPTION _____ FOOT	USE BASE BID UNIT PRICE			
235.12	(-1)	AT 12 INCH DRAINAGE PIPE FLARED END - OPTION _____ EACH	USE BASE BID UNIT PRICE			
258.	(-10)	AT STONE FOR PIPE ENDS _____ SQUARE YARD	USE BASE BID UNIT PRICE			

BID ALTERNATE #2 TOTAL _____

BID ALTERNATE #2 IN WRITTEN WORDS



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT D

BID PRICING SHEET FOR COMPLETE STREETS IMPROVEMENTS

Bid form must be completed in ink or typed. The bid price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. **The bid unit price for common Base Bid and Bid Alternate Items shall be the same price.** Please Attach Additional Sheets if necessary.

BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Base Bid in figures \$ _____

Base Bid in words \$ _____

BID ALTERNATE NO. 1 BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Bid Alternate No. 1 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Bid Alternate No. 1 Bid in figures \$ _____

Bid Alternate No. 1 Bid in words \$ _____

TOTAL BASE BID PRICE PLUS BID ALTERNATE NO. 1 PRICE

The Total base bid price plus Bid Alternate No. 1 price submitted for this proposal (Base Bid + Bid Alternate No. 1) is as follows:

Total Base Bid + Bid Alternate No. 1 in figures \$ _____

Total Base Bid + Bid Alternate No. 1 in words \$ _____



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

BID ALTERNATE NO. 2 BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Bid Alternate No. 2 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Bid Alternate No. 2 Bid in figures \$ _____

Bid Alternate No. 2 Bid in words \$ _____

TOTAL BID PRICE

The Total bid price submitted for this proposal (Base Bid + Bid Alternate No. 1 + Bid Alternate No. 2) is as follows:

Total Bid in figures \$ _____

Total Bid in words \$ _____

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT E

LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT F
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT G

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the pains and penalties of perjury.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



**TOWN OF WESTWOOD
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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT H
SIGNATURE FORM**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issued.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name of Corporation, Company or Individual

Printed Name of Person Authorized to Sign

Title

Email Address

Phone Number



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ATTACHMENT I REFERENCE FORM

Bidder: _____

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Official Mailing Address for This Contract _____
4. When Organized? _____
5. Where Incorporated, If a Corporation _____
6. Years Contracting under Present Name _____
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner Name	Owner Phone #	Engineer	Contract Description	Contract Amount	Completion Date



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

8. List any work the firm has failed to complete in the last five years, state where and why.

9. If you have ever defaulted on any contract, state where and why.

10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm
------	-------	------

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says
that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the
answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL)

(Notary Public)



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT J
ORDER OF CONDITIONS**



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 338-0745
 MassDEP File # _____
 eDEP Transaction # _____
 Westwood
 City/Town

A. General Information

Please note:
 this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Westwood
 Conservation Commission

2. This issuance is for (check one):
 a. Order of Conditions b. Amended Order of Conditions

3. To: Applicant:
 Todd _____ Korchin _____
 a. First Name b. Last Name
 Westwood Department of Public Works _____
 c. Organization
 50 Carby Street _____
 d. Mailing Address
 Westwood _____ MA _____ 02090 _____
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
 Christopher _____ Coleman _____
 a. First Name b. Last Name
 Town of Westwood _____
 c. Organization
 580 High Street _____
 d. Mailing Address
 Westwood _____ MA _____ 02090 _____
 e. City/Town f. State g. Zip Code

5. Project Location:
 Downey Street _____ Westwood _____
 a. Street Address b. City/Town
 N/A - public roadway _____
 c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: _____
 d. Latitude _____ e. Longitude _____



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Norfolk
a. County _____ b. Certificate Number (if registered land) _____
N/A - public roadway
c. Book _____ d. Page _____
7. Dates: 12/20/22 2/22/23 3/27/23
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
COMPLETE STREETS IMPROVEMENT PROJECT PLAN OF DOWNEY STREET
SIDEWALK IN THE TOWN OF WESTWOOD NORFOLK COUNTY FINAL SUBMITTAL
TEC, Inc. Johathan A. Rockwell
b. Prepared By c. Signed and Stamped by
3/24/23 varies
d. Final Revision Date e. Scale
Sheets 1 to 22 3/24/23
f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. Public Water Supply b. Land Containing Shellfish c. Prevention of Pollution
d. Private Water Supply e. Fisheries f. Protection of Wildlife Habitat
g. Groundwater Supply h. Storm Damage Prevention i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 11
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u>0</u> g. square feet	<u>0</u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
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B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

24. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 3/27/26 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
 "File Number 338-0745 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) is subject to the Massachusetts Stormwater Standards
- (2) is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
 - i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See attached bylaw conditions.

- 20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The Westwood _____ hereby finds (check one that applies):
 Conservation Commission

a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Westwood Wetland Bylaw _____ Chapter 392
 1. Municipal Ordinance or Bylaw _____ 2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):
see attached bylaw conditions

Downey Street

FINDINGS

The Commission has reviewed the Notice of Intent plans and has held a Public Hearing on the Project. Based on the information available to the Commission at this time, the Commission has determined that the area on which the proposed work is to be done is significant to the following values set forth in Chapter 392, Westwood Wetlands Protection Bylaw (check as appropriate).

<input checked="" type="checkbox"/> Public water supply	<input checked="" type="checkbox"/> Flood control	<input type="checkbox"/> Fisheries
<input checked="" type="checkbox"/> Private water supply	<input checked="" type="checkbox"/> Storm damage prevention	<input checked="" type="checkbox"/> Wildlife habitat
<input checked="" type="checkbox"/> Groundwater supply and quality	<input checked="" type="checkbox"/> Prevention of pollution	<input checked="" type="checkbox"/> Erosion and sediment control

Furthermore, this Commission finds that the project is approved and that:

1. The site contains the following resource areas subject to protection under the Local Bylaw, Chapter 392 and the Massachusetts Wetland Protection Act: Bordering Vegetated Wetland, 310 CMR 10.55(2).
2. The following conditions which are deemed necessary to protect the interests identified above. This Commission orders that all work shall conform to the approved Order of Conditions and sketch plan titled "**COMPLETE STREETS IMPROVEMENT PROJECT PLAN OF LAND DOWNEY STREET SIDEWALK IN THE TOWN OF WESTWOOD NORFOLK COUNTY FINAL SUBMITTAL**" sheets 1 – 22, dated 8/18/23, last revised 3/24/23, to the General Conditions defined under the special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall take precedence.

STANDARD CONDITIONS

1. This Order of Conditions applies to the applicant, the owner of the lot described in the Notice of Intent, and the successors and assigns of each. The Conservation Commission shall be notified in writing of any transfer in title to the Land or any change in contractor or developers before the Certificate of Compliance is issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this order.
2. This Order shall be included in all construction contracts with contractors and subcontractors dealing with the work proposed and shall supersede all conflicting contract requirements.
3. A copy of this Order of Conditions and applicable plans shall be provided to each company doing work on the site and shall be available on the site at all times during construction.
4. Members of the Westwood Conservation Commission, and/or their designated representatives, shall, at reasonable times, have the right to enter upon and inspect the premises to evaluate compliance with this Order of Conditions.
5. The Applicant or owner shall be liable for any non-compliance with the Conditions of this Order or with any Condition that may survive the issuance of a Certificate of Compliance. The

Conservation Commission may assess appropriate penalties for non-compliance with the Order and surviving conditions. This may include a \$300.00 per violation/per day non-criminal penalty issued under the Westwood Wetlands Protection Bylaw, Chapter 392.

Pre-Construction Requirements

6. All work shall conform to the plans referenced above, specifications, and special conditions defined in this Order of Conditions.

7. No work shall commence on site until the following conditions are met.
 - a) All appeal periods have elapsed.

 - b) The applicant records the approved Order of Conditions at the Registry of Deeds and provides a copy of the recorded Order of Conditions, stamped by the Norfolk County Registry of Deeds to the Conservation Commission.

 - c) The DEP sign is placed in a visible location on the site in accordance with State General Condition 10 and remain visible until the Commission issues a Certificate of Compliance. This sign shall be constructed of wood and not be nailed to a tree.

 - d) The Applicant informs the Conservation Commission, in writing, of the names, addresses, and business telephone numbers of each person responsible for supervising the project and for onsite compliance with this Order and his/her alternate.

 - e) The Applicant installs erosion control measures at the locations shown on the plan referenced in the Order of Conditions or as directed by the Agent in the field. Only vegetation directly in the path of the erosion control works shall be removed at this time.

 - f) A limit of work line shall be staked in the field by means of a compost sock (or equivalent – straw wattles are not to be used) and four-foot-high fluorescent orange snow fencing supported eight foot on center with standard weight metal agricultural fence posts. Workers shall be informed that no construction activity beyond that conditioned herein is to occur beyond this line at any time.

 - g) The Applicant shall notify the Conservation Commission **in writing** of the Applicant's desire to have the erosion controls and limit of work fencing inspected by the Commission or their Agent.

 - h) The applicant shall receive **written approval** of the erosion control installation from the Commission or their Agent.

 - i) The applicant shall arrange a pre-construction meeting between the applicant, the General Contractor's site superintendent, and the Conservation Commission. The purpose of this meeting is to review all aspects of the Order, in detail. The Project Supervisor in charge of day-to-day operations on site shall read and sign each page of a copy of the recorded Order. The purpose of this exercise is to insure that each and every Condition has been read and is understood. Questions relative to the meaning or intent of any Condition shall be clarified during the pre-construction meeting.

Only after the Applicant has satisfied the procedural requirements above shall the Applicant be allowed to begin construction.

Erosion Control and Pollution Prevention Measures

8. All erosion control measures shall be maintained in good condition at all times. Deteriorated erosion control measures shall be replaced as required, to maintain effectiveness for sediment interception. The Conservation Commission or their agent reserve the right to require additional erosion and/or damage prevention control at any time they are deemed appropriate. **At no time shall any sediment be allowed to be deposited in any resource area.**
9. During all phases of construction, disturbed or exposed soil surfaces shall be brought to final finished grade and immediately stabilized. Bare ground that cannot be permanently stabilized within 30 days shall be loamed and seeded or stabilized with mulch.
10. No erosion control measures shall be removed until such removal is allowed by the Commission, or their agent, in writing, or if a Certificate of Compliance issues for the work conditioned herein, whichever comes first.
11. There shall be no stockpiling of soil, erodable materials and other debris within 50 feet of any Resource Area without the permission of the Conservation Commission.
12. No materials excavated from any area on the site shall be dumped into any Resource Area or Buffer Zone thereto.
13. During construction of the project, there shall be no discharge of fuel, oil, or other pollutants onto any part of the site. The Applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism. In the event there is a spill on the site, the Applicant shall immediately notify the Conservation Commission and the Board of Health.
14. Equipment fuel storage and refueling operations shall be situated in an upland area at a horizontal distance greater than 100 feet from the boundaries of the wetlands.

Changes in Plans

15. Changes to the approved plans require formal action by the Conservation Commission allowing the change. The Applicant must submit a written request for the Commission to amend the Order of Conditions and a revised plan outlining the changes. If the Commission determines by a majority vote that the changes are significant, the Commission may require a new public hearing, at the expense of the Applicant, to amend the Order of Conditions, or if necessary, issue a new Order.
16. No work involving the change(s) shall be done until a new or amended Order of Conditions has been issued and all appeal periods have expired. It is the responsibility of the Applicant to make sure that all changes accepted by, or required by, the Conservation Commission are reflected in the plans held by other Town departments.
17. Errors found in the plans or information submitted to other Boards or Departments in the Town of Westwood by the Applicant that differs from the plan of record for this Order shall be considered changes and the above procedures shall be followed.

18. Plans submitted to any Town of Westwood Board or Town Department for work on this site that differ from the plan of record for this Order shall be considered changes and the procedures outlined for changes shall be followed.

Requirements for a Certificate of Compliance

19. Upon completion of work covered by this Order, the Applicant shall request in writing that a Certificate of Compliance be issued. The written request shall be accompanied by a statement from a Professional Engineer or Professional Land Surveyor registered in the State of Massachusetts that all work allowed or required by this Order has been satisfactorily completed. Such request shall also be accompanied by an as-built plan prepared, stamped and signed, by a registered P.E. or Land Surveyor
20. If this lot is sold during the life of this Order of Conditions, a Certificate of Compliance will not be issued until the prospective lot buyer signs and delivers a statement to the Conservation Commission indicating that they are aware that:
 - a. They have received a copy of the approved plans.
 - b. The Commission has determined that the lot contains wetlands.
 - c. Modifications or changes to the approved plan may require a new Notice of Intent.
 - d. A Chapter 392 Order of Conditions exists upon the property and that certain Conditions, forever binding upon the lot, will survive the issuance of the Certificate of Compliance.
 - e. That the buyer/owner of the property is responsible for compliance with all conditions that survive the issuance of a Certificate of Compliance.
 - f. The buyer/owner is liable for non-compliance with any continuing conditions and may be assessed appropriate penalties by the Conservation Commission, as applicable.
 - g. There is a no disturbance setback surrounding the wetlands on site for future planning.
 - h. Dumping grass clippings, brush, leaves or other yard waste into the resource areas or the no disturb buffer will alter the resource area and shall be considered a violation of the Wetlands Protection Act and the local bylaw.
 - i. Required plantings must have a 75% survival rate after 2 years and the lot must be free of invasive plants.

Continuing Conditions

21. As a continuing condition of this Order of Conditions, if within two (2) years from the issuance of a Certificate of Compliance, erosion is evident on any slopes mitigating measures satisfactory to the Westwood Conservation Commission shall be taken.
22. As a continuing condition of this Order of Conditions, even after a Certificate of Compliance is issued, no waste products of landscaping may be placed within the 35 foot no disturbance buffer zone, in the wetland resource area.

Site Specific Conditions for Downey Street:

1. Compost sock or similar (straw wattles are NOT to be used unless approved by the Commission) is to be installed and inspected prior to start of work.
2. All paved surfaces associated with this project, with the exception of the work area, must be kept clean at all times. All silt and debris should be swept up at the end of each work day throughout the duration of the project.

3. The applicant must plant eight (8) trees no less than 3" DBH, five (5) trees no less than 4" DBH and ten (10) trees, no less than 2.5" DBH as replacement trees. All trees are to be planted in the vicinity of impact (Downey Street). Any future impacted trees must be replaced at a caliper equivalent. Tree replacement can be done on conservation owned land. The trees planted should have a guaranteed survival rate of 2 years.
4. All disturbed areas must be loamed and seeded as soon possible to prevent erosion.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 338-0745
 MassDEP File #

eDEP Transaction #
 Westwood
 City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

3/27/23
 1. Date of Issuance

Please indicate the number of members who will sign this form.

5
 2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Stephen David
Debra Odeh
Debra Odeh
Scott Sullivan
Todd Sullivan
Jeweller Grace Weller
RT Sheer

by hand delivery on

by certified mail, return receipt requested, on

Date

Date

3/27/23

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 338-0745
 MassDEP File # _____
 eDEP Transaction # _____
 Westwood
 City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Westwood
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Westwood
 Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Downey Street, Westwood, MA 338-0745
 Project Location MassDEP File Number

Has been recorded at the Registry of Deeds of:

 County Book Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

 Book Page

In accordance with the Order of Conditions issued on:

 Date

If recorded land, the instrument number identifying this transaction is:

 Instrument Number

If registered land, the document number identifying this transaction is:

 Document Number

 Signature of Applicant



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT K
PLANNING BOARD SCENIC ROAD DECISION**

TOWN OF WESTWOOD
COMMONWEALTH of MASSACHUSETTS

Christopher A. Pfaff, Chair
Ellen Larkin Rollings, Vice Chair
Kathleen Wynne, Secretary
Joshua C. Ames
Philip M. Giordano



Nora Loughnane, Director
nloughnane@townhall.westwood.ma.us
(781) 251-2595

Grant McGregor, Planning Administrator
gmcgregor@townhall.westwood.ma.us
(781) 251-2598

Tiana Malone, Administrative Assistant
tmalone@townhall.westwood.ma.us
(781) 320-1366

PLANNING BOARD

**DECISION OF THE PLANNING BOARD AND WESTWOOD TREE WARDEN
SCENIC ROAD APPROVAL**

APPLICANT: Grace Leonard
282 Merrimack Street
Lawrence, Massachusetts 01843

PROPERTY OWNERS Town of Westwood
580 High Street
Westwood, MA 02090

PROPERTY LOCUS: Portions of Downey St and Canton St, within the Town Right-of-Way
Adjacent to Assessor's Map 24, Lots 224, 225 and 226

BACKGROUND AND PROJECT SUMMARY

The Applicant requested permission from the Westwood Planning Board and Westwood Tree Warden to remove approximately thirty-five (35) trees within the public rights-of-way of Downey Street and Canton Street in conjunction with the construction of a new sidewalk running along Downey Street from Canton Street to Booth Drive. The Application was filed pursuant to Westwood Planning Board's Scenic Road Rules & Regulations and M.G.L. Chapter 40, Section 15C [Scenic Roads Law]. All of the trees proposed for removal were tagged with ribbons.

STATEMENT OF FINDINGS

PROCEDURAL FINDINGS:

After having reviewed all the plans and reports filed by the Applicant and its representatives and having considered the technical analysis, supplemental information provided during the course of the public hearing, correspondence and testimony from representatives from various boards and commissions and departments within the Town of Westwood and from all other interested parties, the Town of Westwood Planning Board and Westwood Tree Warden make the following procedural findings and project findings:

1. On December 20, 2022, an application requesting a Scenic Road Approval pursuant to the Westwood Planning Board's Scenic Road Rules & Regulations and M.G.L. Chapter 40, Section 15C [Scenic Roads Law] was filed with the Westwood Planning Board and the Westwood Town Clerk by Grace Leonard (hereinafter "Application").
2. Pursuant to M.G.L. Chapter 40, Section 15C and the applicable provisions of the Westwood Planning Board's Scenic Road Rules & Regulations (hereinafter "Rules and Regulations"), the Planning Board and Westwood Tree Warden caused notice of the public hearing to be published in the *Hometown Weekly*, a newspaper of general circulation in Westwood, on January 5, 2023,

and January 12, 2023. Notice of the public hearing was posted in the Westwood Town Hall commencing on January, 10, 2023, and continuing through the opening of the public hearing on January 24, 2023. Said notice of the public hearing was mailed postage prepaid to all Parties in Interest as defined in M.G.L. Chapter 40, Section 15C on January 10, 2023.

3. Pursuant to the Scenic Road Act and the applicable provisions of the Scenic Roads Rules and Regulations (hereinafter "Rules and Regulations"), the Planning Board and Westwood Tree Warden gave notice of the public hearing published in the *Hometown Weekly*, a newspaper of general circulation in Westwood, on January 5, 2023, and January 12, 2023. Notice of the public hearing was posted in the Westwood Town Hall commencing on January 10, 2023, and continuing through the opening of the public hearing on January 24, 2023. Said notice of the public hearing was mailed postage prepaid to all Parties in Interest as defined in M.G.L. Chapter 40, Section 15C on January 10, 2023.
4. The Planning Board and Westwood Tree Warden provided copies of the Application to other Town of Westwood boards and commissions, departments and officials including, but not limited to, the Board of Health, Board of Selectmen, Building Commissioner, Conservation Commission, Department of Public Works, Fire Chief, Police Chief, and Town Engineer on December 20, 2022.
5. After notice and publication was provided pursuant to M.G.L. Chapter 40, Section 15C, the public hearing on the Application commenced on January 24, 2023, via Zoom Webinar and filmed live by Westwood Media Center on Westwood Media's YouTube Channel and Comcast Channel 12 and Verizon Channel 42. The hearing was immediately continued to February 7, 2023, with no testimony taken on January 24, 2023. The hearing was held in accordance with the Governor's March 12, 2020, Executive Order suspending certain provisions of the Open Meeting Law (MGL C. 30A, §18), currently extended through March 31, 2023.
6. The Planning Board and Westwood Tree Warden met remotely via Zoom Webinar on February 7, 2023, where public comments were offered by live time audio via Zoom and through the Question and Answer function. The opportunity for written comments to be submitted was also offered. On February 7, 2023, public comments were taken and the Planning Board and the Westwood Tree Warden deliberated on the Application.
7. Westwood Planning Board Members Ellen Larkin Rollings, Kathleen Wynne, Joshua Ames, Philip Giordano, and Christopher Pfaff, and Westwood Tree Warden Karon Skinner Catrone, were present for all sessions of the public hearing, and deliberated on the Application at a duly authorized meeting on February 7, 2023.

PROJECT SPECIFIC FINDINGS:

1. The Project Site is located within the public rights-of-way of Downey Street and Canton Street, adjacent to property located within the Single Residence B (SRB) zoning district.
2. Approval by the Planning Board and Westwood Tree Warden are required, pursuant to the Scenic Road Act, and the Scenic Road Rules and Regulations, is required for the removal of trees within the public right-of-way on a designated scenic road.
3. Downey Street and Canton Street are listed as Scenic Roads in the Planning Board's Scenic Roads Rules and Regulations.
4. The Planning Board and Westwood Tree Warden considered the application in accordance with Section 10.0 of the Rules and Regulations, and determined that the removal of the

approximately thirty-five (35) trees will not have an adverse impact on the Scenic Road or surrounding area.

APPLICATION AND PLANS

The Planning Board and the Westwood Tree Warden evaluated the Application filed by or on behalf of the Applicants in the Office of the Town Clerk on December 20, 2022, and all material submitted through the close of the public hearing on February 7, 2023. All of the following plans and material are hereby incorporated by reference and made part of this Decision:

1. Application, including detailed project description and existing conditions photographs, submitted by Grace Leonard, and received by the Town Clerk and Planning Department on December 20, 2022 (as supplemented).
2. Site plan titled, "Complete Streets Improvement Project, Plan of Downey Street Sidewalk in the Town of Westwood, Norfolk County, Scenic Road Submittal", prepared by TEC – The Engineering Corp, 282 Merrimack Street, 2nd Floor, Lawrence, MA 01843, dated December 20, 2022, and stamped by Jonathan A. Rockwell on December 20, 2022, consisting of nine (9) sheets, as follows:

Sheet 1	Title Sheet
Sheet 3	Legend & Abbreviations, General Notes
Sheet 4	Construction Plans
Sheet 5	Construction Plans
Sheet 6	Construction Plans
Sheet 7	Construction Details
Sheet 8	Construction Details
Sheet 9	Construction Details
Sheet 10	Construction Details
3. Locus map titled, "Downey Street - Locus Map", prepared by Town of Westwood, dated October 31, 2022, consisting of one (1) sheet.
4. Document titled, "Statement of Work", including one (1) table titled, "Table 1 – Impact Location Summary", prepared by TEC – The Engineering Corp, The Engineering Corp, 282 Merrimack Street, 2nd Floor, Lawrence, MA 01843, dated December 20, 2022, consisting of one (1) page.
5. Photo titled "Picture of Notice on Tees", prepared by Westwood Tree Warden Karon Skinner Catrone, dated January 5, 2023, consisting of one (1) page.

DECISION

On February 7, 2023, the Planning Board and the Westwood Tree Warden evaluated the Application in relation to the above Findings, and as the approving authority, on a roll call vote by a vote of six (6) in favor and none (0) opposed, hereby **grants** the requested Scenic Road Approval, pursuant to the Planning Board's Scenic Road Rules & Regulations and M.G.L. Chapter 40, Section 15C, for the Project as described above and in the application therefor filed in the office of the Town Clerk on December 20, 2022, subject to the Conditions stated herein, all of which are an integral part hereof:

CONDITIONS OF APPROVAL:

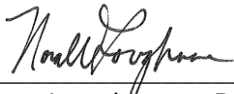
1. The Applicant shall provide a minimum of twenty-three (23) replacement trees. Five (5) of these replacement trees shall be a minimum caliper size of four inches (4"); eight (8) of these replacement trees shall be a minimum caliper size of three inches (3"); and the remaining ten

- (10) trees shall be of a minimum size specified by the Conservation Commission. Of those trees, ten (10) trees shall be planted within the public right-of-way on the north side of Downey Street. As many of those replacement trees as practical shall be planted within the public right-of-way on the south side of Downey Street, in areas that do not interfere with the proposed sidewalk installation. A proposal shall be submitted for planting the remaining replacement trees elsewhere in the Islington section of Westwood, which proposal shall be reviewed by the Westwood Tree Warden and approval by the Planning Board at a subsequent meeting.
2. All trees shall be of native species and shall conform to recommendations of the Westwood Tree Warden and Conservation Commission.
 3. If the Project, or any Condition imposed in this Decision, requires permit, license, or other approval from any board or commission, or any agency of the Town of Westwood, or other regulatory agency of the Commonwealth or the federal government, the Applicant shall make an appropriate application for the same and shall obtain all required approvals prior to the start of any work. If any condition of such permit, license, or other approval from any other board, committee, or agency is inconsistent with this Decision, the Applicant shall make application to the Planning Board for an amendment of this Decision, and the Planning Board shall consider such application in accordance with the requirements of M.G.L. Chapter 40, Section 15C [Scenic Roads Law] and all applicable Planning Board rules and regulations.

RECORD OF VOTE

The following members of the Planning Board and the Westwood Tree Warden voted on February 7, 2023, to **grant** Scenic Approval for the abovementioned Project with conditions as set forth above: Planning Board Members Ellen Larkin Rollings, Kathleen Wynne, Joshua C. Ames, Philip M. Giordano, and Christopher A. Pfaff, and Westwood Tree Warden Karon Skinner Catrone.

The following members voted in opposition to the grant of Scenic Road Approval for the abovementioned Project: None.



Nora Loughane, Director of Community & Economic Development
February 21, 2023



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT L
PROJECT PLANS**

TITLED:

**COMPLETE STREETS IMPROVEMENT PROJECT
PLAN OF DOWNEY STREET SIDEWALK
IN THE TOWN OF
WESTWOOD
NORFOLK COUNTY**

PREPARED BY: TEC, INC.

DATED: 03/24/2023

22 SHEETS

UNDER SEPARATE COVER



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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