



TOWN OF BROOKLINE

Department of Public Works
333 Washington Street
Brookline, MA 02445-6863

**NOTICE TO CONTRACTORS
SPECIFICATIONS
PROPOSAL and CONTRACT AGREEMENT
For**

PARKING LOT IMPROVEMENTS

CONTRACT No. PW/24-22

**This Proposal To Be Opened And Read:
June 6th , 2024 at 1:00 PM Local Time**

Name of Contractor: A&D Services Inc.
Phone: 617-448-1813
Email DPIANTEDOSI@AANDDSERVICES.COM

TOWN OF BROOKLINE MASSACHUSETTS

CONTRACT

CLAUSE 1 - This agreement, made this ____ day of _____ in the year 2024, between the Town of Brookline by its Selectmen, acting on behalf of said Town, and not individually, and without incurring any individual liability thereby, hereinafter called the Town as party of the first part and, **A&D Services**, party of the second part, hereinafter called the Contractor.

CLAUSE 2 - WITNESSETH, That the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Town of Brookline for itself and said Contractor for itself and its successors and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in **Contract No. PW/24-22 "Parking Lot Improvements"** in strict conformity with the provisions herein contained and in the Notice to Contractors, Instruction to Bidders, Special Provisions and Additions hereto attached and the "STANDARD SPECIFICATIONS" on file at the office of the Commissioner of Public Works in Brookline and with the plans referred to therein.

The "STANDARD SPECIFICATIONS" herein referred to shall consist of the following documents as modified by the said Instruction to Bidders, including Amendments to Division II (Construction Details), Amendments to Division III (Materials Specifications) and Special Provisions and Supplementary Specifications attached hereto:

1. The 1988 edition of STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES of the Commonwealth of Massachusetts, Department of Public Works and;
2. AMENDMENTS AND SUPPLEMENTAL SPECIFICATIONS to the said STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES in effect on date project was advertised.

All said plans, the said "STANDARD SPECIFICATIONS", the said Instruction to Bidders, Amendments to Division II (Construction Details), Amendments to Division III (Materials Specifications), Proposal, Special Provisions and Supplementary Specifications are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

CLAUSE 3 - In consideration of the foregoing premises, the Town agrees to pay and the Contractor agrees to receive as full compensation for all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements (except as excluded in Subsection 7.18) or from any delay (see Subsection 8.04) or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all

expenses incurred by or in consequence of the suspension or discontinuance of the work herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such unit process as are set out in the accompanying Proposal, and for all work required, for which there is no item in the Proposal, such compensation as is provided for in the aforesaid "STANDARD SPECIFICATION".

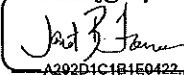
In witness whereof, the said Contractor has caused these presents to be signed and its corporate seal to be hereto affixed by

_____ its _____

and _____ its _____

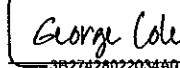
thereto duly authorized, and the said Town executed these presents by its Select Board, acting for said Town, and not individually, and without incurring and individual liability, on the year and day above written.

Building Commission


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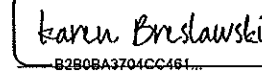
Janet Fierman

DocuSigned by:


3B27428022034A0...

George Cole

DocuSigned by:


B2B0BA3704CC461...

Karen Breslawski

Nate Peck

Brooke Duskin

School Committee

Town of Brookline Select Board

By David Piantedosi, President

Contractor _____
Seal

Certified in accordance with
Chapter 44, Section 31C and

Approved as to Form:

Town Counsel

based upon Engineering estimates

Comptroller

PERFORMANCE BOND

Know all persons by these presents, that A & D Services as principal, and _____ as surety, are held and firmly bound unto the Town of Brookline, Massachusetts in the sum of Seventy-seven thousand, five hundred and eighteen dollars and fifty five cents (\$77,518.55) in lawful money of the United States of America, to be paid to the Town of Brookline Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the said principal has made a Contract with the Town of Brookline, acting through its Select Board ("Awarding Authority"), bearing the date of _____ for the construction of Project No.: N/A, Contract No.: PW/24-22, Project Name: Parking Lot Improvements.

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said Contract and any extensions thereof that may be granted by the Town of Brookline, with or without notice to the surety, and during the life of any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In the event that the Contract is abandoned by the Contractor, or is terminated by the Town of Brookline under the provisions of said Contract, said surety shall, if requested in writing by the Town of Brookline, take such action as is necessary to complete the Contract.

In witness whereof we hereunto set our hand and seals this ____ day of _____, 2024.

(Print Name of General Contractor)

(Print Name of Surety)

BY _____
(Signature- Title)

BY _____
(Signature- Title)

Surety Address _____

PAYMENT BOND

Know all persons by these presents, that A & D Services as principal, and _____ as surety, are held and firmly bound unto the Town of Brookline, Massachusetts in the sum of Seventy-seven thousand, five hundred and eighteen dollars and fifty five cents (\$77,518.55) in lawful money of the United States of America, to be paid to the Town of Brookline Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the said principal has made a Contract with the Town of Brookline, acting through its Select Board ("Awarding Authority"), bearing the date of _____ for the construction of Project No.: N/A, Contract No.: PW/24-22, Project Name: Parking Lot Improvements.

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and to be subject to, provisions of Massachusetts General laws Chapter 30 section 39A, and Chapter 149, section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In witness whereof we hereunto set out hand and seals this ____ day of _____, 2024.

A & D Services (Seal)
(Print Name of General Contractor)

____ (Seal)
(Print Name of Surety)

BY _____
(Signature- Title)

BY _____
(Signature- Title)

Surety Address _____

STATE TAX CERTIFICATE

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number*
or Federal Identification Number*

Signature of Individual or
Corporate Name

by: _____
Corporate Officer
(If applicable)

* Submission of a Social Security Number or a Federal Identification Number is voluntary.

