



Owner Change Order Number:
OCO30

To: Tony Guigli
3rd Floor, Town Hall 333 Washington Street
Brookline, MA 02445

Date: April 1, 2019
Project: MSBA - Brookline Edward Devotion
School

Contract Number: 121526
Contract Date: November 2, 2015

The Contract is hereby revised by the following items:
AIA CHANGE ORDER NUMBER 32

Change Request No.	Description	Amount
CR059	CBM - RFI 282/FWD 240/251/267 - Additional Masonry Infills	\$11,875.69
CR246.1	SDC - Winter Conditions Allowance Reconciliation for Cost Above \$400,000 GMP Allowance	\$708,302.48
CR246.2	SDC - Humidity Control Allowance Reconciliation for Cost Above \$200,000 GMP Allowance	\$55,071.30
CR246.3	SDC - Building Enclosure Allowance Reconciliation for Costs Below \$550,000 GMP Allowance	\$(115,835.18)
CR345A	Additional costs required for remobilization to install green screen panels	\$98,109.99
CR371.1	HBM - ASI #161 - Siemens ATC Custom Programming	\$1,535.00
CR396	Additional Fire Watch above what SDC/Novel carried in budget - Previously approved via CD015, CD055, CD061, CD104 and CD044	\$75,112.14
CR425	WMI - Credit for Punchlist Item #2924	\$(1,600.00)
CR426	WMI - Credit for Punchlist Item #2904	\$(1,600.00)
CR427	HB - PR #175 - Replace Thermostats at 2nd Fl C1 TLC Suite with Plate-Type Space Thermostats	\$4,221.30
CR468	CCF - Deep Fill Self Leveling at Expansion Joints at Gang Bathrooms, Corridors and Classrooms	\$70,927.17
CR469	CCD-071R - Add chiller load balancing valves	\$1,073.00
CR470	Costs for glycol feeder repairs	\$(3,537.88)
CR472	Credits for misc punch list items (#2970 4k, #873 1500)	\$(5,500.00)

The Original Contract Value was	\$89,735,927.00
Sum of Changes by prior Owner Change Orders	\$1,374,002.20
The Contract Value prior to this Owner Change Order was	\$91,109,929.20
The Contract Value will be changed by this Owner Change Order in the amount of	\$898,155.01
The New Contract Value including this Owner Change Order will be	\$92,008,084.21

COOLIDGE CORNER SCHOOL
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made this _____ day of _____, 2019 by and between Shawmut Woodworking & Supply, Inc., a Massachusetts corporation, d/b/a Shawmut Design and Construction, with a principal place of business at 560 Harrison Avenue, Boston, MA 02118 ("Shawmut"), and the Town of Brookline, a Massachusetts municipality with a principal place of business at Town Hall, 333 Washington Street, Brookline MA 02445 ("Brookline"). Brookline and Shawmut are sometimes referred to individually as "Party" and collectively as the "Parties."

WHEREAS, Brookline and Shawmut entered into a construction contract for construction manager at risk services dated June 23, 2015, and as further amended (the "Contract") whereby Shawmut agreed to perform certain construction management services to rehabilitate and construct an elementary school on the premises at 345 Harvard Street, Brookline, MA (the "Project");

NOW, THEREFORE, the Parties hereby agree as follows:

1. Shawmut shall submit a change order to Brookline for approval sufficient to support a final Guaranteed Maximum Price of \$92,008,084.21 (the "Final GMP"). Upon full execution of this Agreement, Brookline and the architect will approve the Final Change Order in the amount of \$898,155.01. Shawmut shall immediately issue an invoice for the Final Change Order amount and Brookline shall issue payment within thirty (30) days of the architect's certification and signature of said invoice.
2. Brookline shall hold 200% of the value of the attached list as retainage for the remaining work. As items on the attached list are completed, Shawmut will submit monthly invoices for the value of work completed in that month. Shawmut shall complete, as determined by HMFH, work listed below before November 30, 2019 (with the exception of the flooring which work must be performed during school breaks and must be completed no later than April 30, 2020).
 - a. HVAC systems (chiller load balancing valves and satisfactory recommissioning of chiller system as determined by Commissioning Agent)
 - b. green screen
 - c. parking garage gates control wiring
 - e. raised crosswalks and corrective work to water ponding issue on Stedman Street
 - f. punch list (see attached)
 - g. rubber flooring (see attached floor plan mark-up)
 - h. closeout documents per the attached list
 - i. plantings as noted on the attached list

acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

12. Modification. This Agreement cannot be modified, amended, supplemented or changed in any way except by the written agreement of the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, discussions and statements. No oral representations, understandings or promises not recited herein have been made upon or relied on by any of the Parties.
13. Severability. In the event that any provisions of this Agreement shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereto. The provision or provisions held illegal or invalid shall be fully severable, and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted therein.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same Agreement.
15. Confidentiality. Except to the extent they must be disclosed pursuant to the Massachusetts Public Record Law, the existence and terms of the Agreement are strictly confidential and shall not be disclosed by any Party, other than to their advisors.

{Signatures appear on following page}

COOLIDGE CORNER SCHOOL SETTLEMENT AGREEMENT 2019

Building Commission:

Janet Fierman, Chair

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

Select Board:

Bernard W. Greene, Chair

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

School Committee:

Julie Schreiner-Oldham, Chair

Barbara Scotto

Susan Wolf Ditkoff

Helen Charlupski

Suzanne Federspiel

Sharon Abramowitz

Jennifer Monopoli

David A. Pearlman

Michael Glover

Mary Ellen Norman, Deputy
Superintendent

Approved As to Form:

Joslin Murphy, Town Counsel