



MEMORANDUM

date: 9.10.2018
from: Vassilios Valaes
to: Brookline Building Commission
re: Edward Devotion School – Summary of Change Order #26

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Item 01	Change Request #282R1-JDC	\$ 365,306.80
	Costs associated with additional disposal costs due to soil characterization.	
Item 02	Change Request #298-JDC	\$ (44,400.00)
	Credit associated with unused funds from Rubble & Boulders subcontract allowance.	
	TOTAL	\$ 320,906.80

After about 6 months of going back and forth between Shawmut, the Design Team and the Town of Brookline, Shawmut has submitted the above negotiated additional disposal costs due to soil characterization.

CR #282R1 - This change request deals strictly with the differential in soil characterization costs from what was originally identified in the contract documents and the actual disposal volumes.

CR #298 - Unused portion of a \$50,000 allowance for the removal of Rubble and Boulders.

In addition to the above a Construction Contingency Draw (CD #140R1) has been approved for the amount of \$267,475.25. The actual tonnage removed from the project for disposal exceeded the tonnage included in the sitework subcontract. These quantities were disposed of as “unregulated” at a unit price of \$13.20.

As part of the negotiations, Shawmut had attached an “AGREEMENT” to this CO #26. I have attached a revised version of this “AGREEMENT” that was submitted to Shawmut which now releases the Town of Brookline and HMFH and its consultants from any liability or claim for payment arising from work performed by J. Derenzo Company on this project.

The Design Team has reviewed and recommend approval of this Change Order #26.

Leave a black space for the TOB to insert a date. The agreement comes into effect the day the BOS approves the change order, which is not known yet.

AGREEMENT

This Agreement ("Agreement") is made on this ~~11th~~ day of July, 2018 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, Massachusetts, with a principal place of business at Town Hall, 333 Washington Street, Brookline, MA 02445 ("Brookline"). Shawmut and Brookline are sometimes referred to individually as "Party" and collectively as the "Parties."

WHEREAS, Brookline and Shawmut entered into that certain Construction Contract for Construction Manager at Risk Services dated June 23, 2015 as amended (the "Contract") whereby Shawmut would perform certain construction management services (the "Work") to be performed on the premises known and numbered as 345 Harvard Street, Brookline, MA 02446 (the "Project"); and

WHEREAS, a dispute has arisen between the Parties concerning work performed on the Project by J. Derenzo Company; and

WHEREAS, the Parties wish to resolve the dispute and memorialize the agreement they have reached regarding it;

NOW THEREFORE, the Parties hereby agree as follows:

In full and final settlement of the dispute concerning work performed on the Project by J. Derenzo Company, Shawmut shall receive six hundred thirty two thousand, seven hundred and eighty two dollars and four cents (\$632,782.04), to be paid as follows:

- i. By _____, Shawmut and Brookline shall execute a Change Order in the amount of \$365,306.80; and
- ii. Brookline's execution of this Agreement shall constitute approval of a contingency draw by Shawmut in the amount of \$267,475.25.

HMFH Architects, Inc., its consultants

In consideration of the foregoing, Shawmut agrees to release Brookline, ~~its~~ officers, officials and employees, and to defend, indemnify and hold Brookline from, any liability or claim for payment arising from work performed by J. Derenzo Company on the Project.

and HMFH harmless

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.

Except as modified by this Agreement, the terms and conditions of the Contract shall remain in full force and effect.

The individuals signing below represent and warrant that they each have full authority to do so on behalf of each respective Party:

Town of Brookline, Massachusetts

Shawmut Woodworking & Supply, Inc.
d/b/a Shawmut Design and Construction

by:

by:



Signature

Signature

Print Name: _____

Print Name: TIM HURDELBRINK

Title: _____

Title: PROJECT EXECUTIVE