

December 4 2018

**Jim Craft** Senior Project Manager

Skanska USA Building Inc.

101 Seaport Boulevard Boston, MA 02210 P: 617-574-1400 F: 866-317-4568 E: jim.craft@skanska.com

Mr. William Lovallo Chair, Belmont High School Building Committee Town of Belmont 455 Concord Avenue, Belmont, MA 02478

Reference: Pre-GMP Amendment #4

Belmont High School

Dear Mr. Lovallo,

Skanska is pleased to provide you with the attached Pre-GMP Amendment #4 in the amount of Forty two thousand twenty three dollars and zero cents (\$42,023.00) for the Early Bid Package 004 – Modular Office Rental (per attached sheets) at the new Belmont High School.

This amendment is structured to add the items listed above to the amount previously approved.

Please do not hesitate to contact me with any questions.

Sincerely,

Jim Craft Senior Project Manager

Cc: G. Hall - Town of Belmont

- C. Subramanian Town of Belmont
- P. Brusch Belmont HS Building Committee
- S. Nolan Daedalus
- T. Gatzunis Daedalus
- D. Lanneville Skanska

Accounting File

# AMENDMENT NO. 4 TO OWNER – CONSTRUCTION MANAGER AGREEMENT FOR BELMONT HIGH SCHOOL PROJECT

Pursuant to Article 6.7.1 of the Agreement dated July 17<sup>th</sup>, 2018 between the Town of Belmont by its School Building Committee (Owner) and Skanska USA Building Inc. (Construction Manager), for construction of the Belmont High School (the Project), the Owner and Construction Manager establish an interim price to allow an interim phase of construction services to proceed prior to the execution of the Guaranteed Maximum Price (GMP) amendment. This Amendment shall also serve as the Notice to Proceed (NTP) for the Construction Manager to perform this initial phase of construction services.

# Pre-GMP Amendment #4 CONTRACT VALUE

The Construction Manager's price for this work is **Forty two thousand twenty three dollars and zero cents (\$42,023.00)** This price is for the work associated with **Early Bid Package 004 – Modular Office Rental** all as set forth in the following pages of this Amendment and Exhibit 1 attached.

# Pre-GMP Amendment #4 CONTRACT TIME

The date of substantial completion for the Project is TBD.

Signatures next page

This agreement is made as of the do Skanska USA Building, Inc.	ay ofb	by and between the	Town of Belmont and
CONSTRUCTION MANAGER			
Skanska USA Building, Inc.			
By:			
Bryan Northrop			
Executive Vice President – General Manag	jer		
OWNER			
Town of Belmont			
By its School Building Committee			
D			
Ву:			
Mr. William D. Lovallo	•••		
Chair, Belmont High School Building Comr	nittee		

Approved as to Availability of Funds:
Name: Chitra Subramanian
Title: Town Accountant
Date:
G/L Account



101 Seaport Boulevard, Suite 200 Boston, MA 02210 Phone: 617-574-1400 Fax: 617-574-1399 Web: www.usa.skanska.com

Owner Name: Town of Belmont, acting by and through its Belmont High School Building Committee Contract Title: New Belmont 7-12 High School Project Number: 1318017-000 Date: December 17 2018 **AMENDMENT 004 Modular Office Rental** This Amendment is made and entered into as of date written above by and between Town of Belmont, acting by and through its Belmont High School Building Committee, hereinafter referred to as Town or Owner, and Skanska USA Building Inc., hereinafter referred to as CM or Construction Manager. Owner and the CM executed a Construction Management At Risk Agreement dated July 5, 2018 hereinafter referred to as the Agreement. In accordance with Paragraph 6.5 of the Agreement, the parties now agree that it is necessary to amend the Agreement in order to authorize additional work. This Amendment increases the Interim CM's GMP by an amount of: This Amendment increases the Interim CM's GMP by an amount of: \$42,687 establishing a new Interim CM's GMP equal to: \$1,094,838 All other terms, conditions, and provisions of the Agreement, not amended hereby, shall remain unchanged and in full force and effect. SIGNATURE SECTION

Acknowledged and Agreed	Acknowledged and Agreed
SKANSKA USA BUILDING INC.	TOWN OF BELMONT
Ву:	Ву:
James K. Craft	
Hereunto Duly Authorized	Its Authorized Representative
Date Printed:	Date Printed:



101 Seaport Boulevard, Suite 200 Boston, MA 02210 Phone: 617-574-1400 Fax: 617-574-1399 Web: www.usa.skanska.com

Owner Name: Town of Belmont, acting by and through its Belmont High School Building Committee

Contract Title: New Belmont 7-12 High School

Project Number: 1318017-000
Date: December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 1 List of Design Documents (Article 6.7.1.a)

The work associated with this Amendment is based on the following Design Documents included with this Amendment and attached.

- 1. Not Applicable
- 2.
- 3.



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Contract Title: New Belmont 7-12 High School

 Project Number:
 1318017-000

 Date:
 December 17 2018

AMENDMENT 004 Modular Office Rental

# ATTACHMENT 2 Allowances (Article 6.7.1.b)

### Amount

Description	Not Included in Subcontracts	Included in Subcontracts
Not Used.	\$ 10,000.00	

Total \$ -



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Contract Title: New Belmont 7-12 High School

Project Number: 1318017-000
Date: December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 3 Assumptions & Clarifications (Article 6.7.1.c)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.



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Project Number: 1318017-000
Date: December 17 2018

AMENDMENT 004 Modular Office Rental

# ATTACHMENT 4 Schedule (Article 6.7.1.d)

The Substantial Completion Date is yet to be determined. The work associated within Pre-GMP Amendment is in accordance with our Preliminary Project Schedule.

The scope associated with this Amendment has a schedule of 12/18/2018 through 01/31/2019.



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Contract Title: New Belmont 7-12 High School

 Project Number:
 1318017-000

 Date:
 December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 5 Schedule of Values (Article 6.7.1.e)

### **INTERIM CM'S GMP**

	Previous Amount	%	This Amendment	Revised Amount
Direct Trade Costs	\$1,019,934		\$41,199	\$1,061,133
Performance & Payment Bonds	\$0	0.07%	\$0	
Subcontract Default Insurance (SDI)	\$0	1.35%	\$0	\$0
Subtotal Direct Trade Cost	\$1,019,934		\$ 41,199	\$1,061,133
General Conditions	\$22,622	10.00%	\$664	\$23,286
Subtotal	\$1,042,556		\$41,863	\$1,084,419
CM Contingency	\$0	2.00%	\$0	\$0
Subtotal	\$1,042,556		\$41,863	\$1,084,419
CM Fee	\$9,595	1.95%	\$824	\$10,419
CCIP / GLI	\$0	1.25%	\$0	\$0
Builder's Risk - Provided by Owner		2.80%		
Permit - Provided by Owner				
Amendment Total	\$1,052,151		\$42,687	\$1,094,838



TOTAL

### Skanska USA Building Inc.

1,052,151.00 \$

\$

42,023.00

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Owner Name: Town of Belmont, acting by and through its Belmont High School Building Committee

Contract Title: New Belmont 7-12 High School

Project Number: 1318017-000
Date: December 17 2018

# AMENDMENT 004 Modular Office Rental

DESCRIPTION	MSBA COST CODE		Previous Amount	This Amendment
Schematic Design Preconstruction Services	0004-0000	Ç	103,912.00	\$ -
Preconstruction Services	0501-0000	Ç	446,582.00	\$ -
General Conditions	0502-0100		\$ 22,622.00	\$ 664.00
Division 01 - General Requirements	0502-0100	!	\$ 44,760.00	\$ 30,535.00
Division 02 - Existing Conditions	0502-0200	9	\$ 424,680.00	\$ -
Division 03 - Concrete	0502-0300		\$ -	\$ -
Division 04 - Masonry	0502-0400	Ş	-	\$ -
Division 05 - Metals	0502-0500	Ş	-	\$ -
Division 06 - Wood, Plastics and Composite	0502-0600	Ş	-	\$ -
Division 07 - Thermal & Moisture Protection	0502-0700	Ş	-	\$ -
Division 08 - Opening	0502-0800	Ş	-	\$ -
Division 09 - Finishes	0502-0900	Ş	-	\$ -
Division 10 - Specialties	0502-1000	Ş	-	\$ -
Division 11 - Equipment	0502-1100	Ş	-	\$ -
Division 12 - Furnishings	0502-1200	9	-	\$ -
Division 13 - Special Construction	0502-1300	Ç	-	\$ -
Division 14 - Conveying Systems	0502-1400	Ş	-	\$ -
Division 21 - Fire Suppression	0502-2100	Ş	-	\$ -
Division 22 - Plumbing	0502-2200	Ş	-	\$ -
Division 23 - Heating Ventilation Air Conditioning	0502-2300	Ş	-	\$ -
Division 25 - Integrated Automation	0502-2500	4	-	\$ -
Division 26 - Electrical	0502-2600		\$ -	\$ -
Division 27 - Communications	0502-2700	Ş	-	\$ -
Division 28 - Electronic Safety and Security	0502-2800	Ş	-	\$ -
Division 31 - Earthwork	0502-3100	Ş	-	\$ -
Division 32 - Exterior Improvements	0502-3200	4	-	\$ -
Division 33 - Utilities	0502-3300	Ş	-	\$ 10,000.00
Alternates	0506-0000	Ç	-	\$ -
Fee	0502-0010	Ç	9,595.00	\$ 824.00
Insurance	0502-0020		\$ -	\$ -
GMP Contingency	0502-0030		\$ -	\$ -



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Project Number: 1318017-000
Date: December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 6 Alternates (Article 6.7.1.f)

ALI#	DESCRIPTION	ACCEPTED	ADD/DED.	AMOUNI
001	None this Amendment		N/A	\$ -
002	None this Amendment		N/A	\$ -
003	None this Amendment		N/A	\$ -
004	None this Amendment		N/A	\$ -

TOTAL ALTERNATES \$ -

NOTES:



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Contract Title: New Belmont 7-12 High School

Project Number: 1318017-000
Date: December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 7 Unit Prices (Article 6.7.1.f)

UNIT PRICE #	DESCRIPTION	BID PKG	ASSUMED QTY	UNIT COST ADD	UNIT COST DEDUCT
001	None this Amendment	N/A	\$ -	\$ -	\$ -
002	None this Amendment	N/A	\$ -	\$ -	\$ -
003	None this Amendment	N/A	\$ -	\$ -	\$ -
004	None this Amendment	N/A	\$ -	\$ -	\$ -
005	None this Amendment	N/A	\$ -	\$ -	\$ -
006	None this Amendment	N/A	\$ -	\$ -	\$ -
007	None this Amendment	N/A	\$ -	\$ -	\$ -
008	None this Amendment	N/A	\$ -	\$ -	\$ -
009	None this Amendment	N/A	\$ -	\$ -	\$ -
010	None this Amendment	N/A	\$ -	\$ -	\$ -
011	None this Amendment	N/A	\$ -	\$ -	\$ -
012	None this Amendment	N/A	\$-	\$ -	\$ -

TOTAL UNIT PRICES \$ - \$ -

NOTES:



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Project Number: 1318017-000
Date: December 17 2018

### AMENDMENT 004 Modular Office Rental

# ATTACHMENT 8 Time Limit for Acceptance (Article 6.7.1.g)

Limit for acceptance of this Amendment Proposal (which shall not be less than 90 days).

Submitted Date	Required Acceptance Date
December 17 2018	April 22, 2019

Belmont High School Early Bid Package 003 - Office Supplies December 17 2018

Summary of Div 1 General Condition Cost		
Description	Company	Cost
IT Labor (8 Hrs at \$83/Hr)	Skanska	\$664
TOTAL		\$664

Summary Of Div 2 Cost		
Description	Vendor	Cost
60 x 12 Office Trailer (6 Months)	WillScot	\$15,355
Wireless Internet Equipment	CDW	\$7,544
Cisco ISR 4331 Router		
Cisco Aironet 38021 Wireless Access Point & Power Injector		
HP Unmanaged Switch		
Comcast - Allowance to Provide Service	Comcast	\$2,000
Comcast - Monthly Bill (2 yrs Total)	Comcast	\$5,636
TOTAL		\$30,535

Summary of Div 33 Site Utility Cost		
Description	Company	Cost
Allowance to provide power to Trailer	Select	\$10,000
TOTAL		\$10,000

## **TOTAL COST OF WORK**

\$41,199



Williams Scotsman, Inc. 48 Dick Tracy Drive Pelham, NH 03076-2154 Your Williams Scotsman Representative

Gina Gillis

Phone: (603)324-1817 Ext. 76017

Fax: 603-882-7245

Email: gmgillis@willscot.com Toll Free: 800-782-1500 Contract Number:975520

Revision: 2 Date: December 13, 2018



Lease Agreement

Lessee: 1045402

SKANSKA USA BUILDING INC

PO BOX 13515

GAINESVILLE, Florida, 32604

Contact:

Mike Morrison

253 Summer St

Boston, MA, 022101114 Phone: (617) 279-3474

Fax:

Ship To Address:

BELMONT, MA, 02478

Delivery Date(on or about):

12/21/2018

E-mail: mike.morrison@skanska.com

Rental Pricing Per Month			Quantity	Price	Extended
60x12 Mobile Office (56x12 Box)	Unit Number:		1	\$412.00	\$412.00
Steps - OSHA Aluminum Rental	With Boot Brushes		2	\$55.00	\$110.00
Window/Door Security Bundle - 40+			1	\$31.00	\$31.00
Basic Office Package			2	\$60.00	\$120.00
Basic Conference Package			1	\$90.00	\$90.00
Minimum Lease Term: 6 Months			Total Mor	nthly Building Charges:	\$412.00
			O	ther Monthly Charges:	\$351.00
			Total Renta	l Charges Per Month:	\$763.00
Delivery & Installation					
Tiedowns into dirt			8	\$123.88	\$991.04
Block and Level			1	\$2,359.05	\$2,359.05
Delivery Freight			1	\$776.77	\$776.77
Vinyl skirting			136	\$13.39	\$1,821.04
***			Total Delivery &	Installation Charges:	\$5,947.90
Final Return Charges*					
Tiedown-Dirt Removal			8	\$42.85	\$342.80
Skirting Removal - Vinyl LF			136	\$5.49	\$746.64
Teardown			1	\$2,059.87	\$2,059.87
Return Freight			1	\$776.77	\$776.77
			D	ue On Final Invoice*:	\$3,926.08
	Total Charges	Including (6) N	Ionth Rental, Delivery, In	stallation & Return**:	\$14,451.98
				Sale	s Tax \$903.25
Summary of Charges	+		17	TOT	AL - \$15,355
Model: MO6012	QUANTITY:	1	Total C	harges for (1) Building(s)	:

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended	_
č.	Prem OSHA Step & Canopy	Monthly	2	\$77.00	\$154.00	
	Prop Damage Waiver (11/12)	Monthly	1	\$70.00	\$70.00	
-	General Liability - Allen Insurance	Monthly	1	\$22.00	\$22.00	
E	Premium Office Package	Monthly	2	\$96.00	\$192.00	
	Premium Conference Package	Monthly	1	\$144.00	\$144.00	



### Williams Scotsman, Inc.

48 Dick Tracy Drive Pelham, NH 03076-2154

### Your Williams Scotsman Representative

Gina Gillis

Phone: (603)324-1817 Ext. 76017

Fax: 603-882-7245

Email: gmgillis@willscot.com Toll Free: 800-782-1500

Contract Number: 975520

Revision: 2 Date: December 13, 2018



### INSURANCE REQUIREMENTS ADDENDUM QTY PRODUCT **EQUIPMENT VALUE/BUILDING** DEDUCTIBLE PER UNIT MO6012 \$30069.00 \$3000.00 1 1 MO5010 \$22864.00 \$2000.00

### Lessee: SKANSKA USA BUILDING INC

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

### **Commercial General Liability Insurance**

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

### **Commercial Property Insurance**

Lessee: is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee: fails to deliver the required certificate of insurance, Lessee: understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the Lessee: agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceeding pages:

### Commercial General Liability Insurance

Lessee: elects to participate in the Commercial General Liability Insurance Program, whereby Lessee: will receive insurance coverage through

and property damage arising from the subject to underwriting and specific terms	ry ("Insurer") and administered by Allen Insurance Group ( rd party liability policy that covers those amounts that Less  proper use and occupancy of Equipment leased from W ms and conditions set forth in the policy. An outline of cove the Lessor is not providing the insurance coverage and set therefore.	ee is legally obligated to pay due to bodily insurance filliams Scotsman up to the policy limits. Coverage is er is available upon request. By signing below,
Signature of Lessee:	Print Name:	Date:
Damage Waiver Program		
Lessee: elects to participate in the Les	sor's Damage Waiver Program. Lessee: understands and	
the amount of the damage deductible p	ng from loss or damage as specified in Section 12 of the Loser unit of equipment noted above. Please refer to the Agre or Damage Waiver is not and shall not constitute a contract	ease. Lessee: remains liable to Williams Scotsman for ement for specific details on coverage, exclusions and



Williams Scotsman, Inc. 48 Dick Tracy Drive Pelham, NH 03076-2154 Your Williams Scotsman Representative Gina Gillis

Phone: (603)324-1817 Ext. 76017

Fax: 603-882-7245

Email: gmgillis@willscot.com Toll Free: 800-782-1500 Contract Number:975520

Revision: 2 Date: December 13, 2018



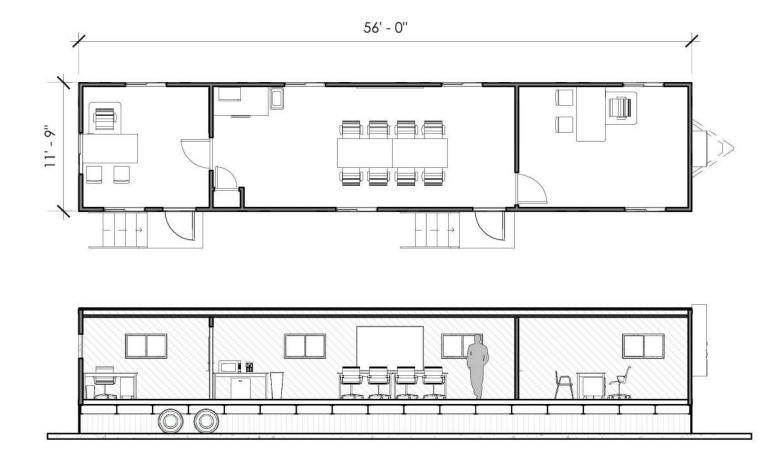
### Clarifications

\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

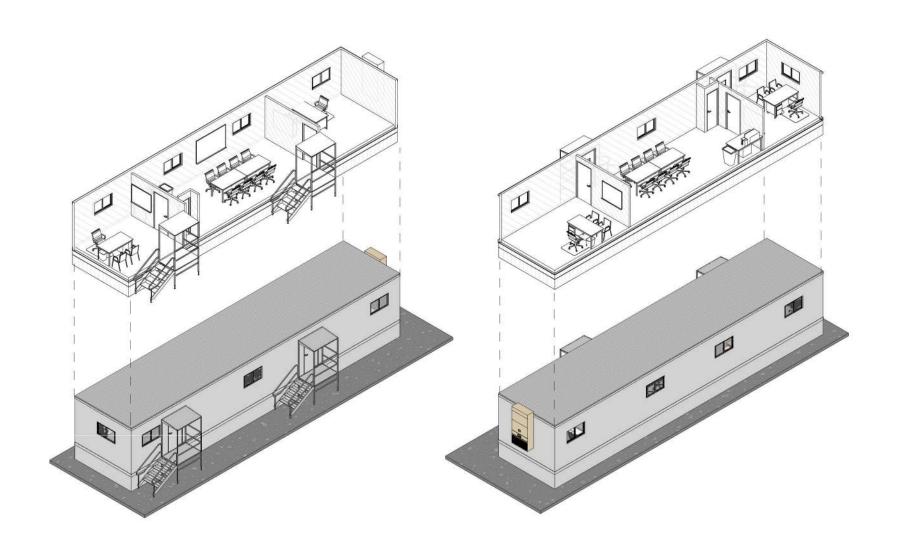
Lessee hereby acknowledges and agrees to be bound by the Master Equipment Lease Agreement signed between the Lessee and Lessor in its entirety, which is incorporated herein by reference, and Lessee agrees to lease the Equipment from Lessor subject to the terms therein.

Invoicing Options (select one)	
[ ]Paperless Invoicing Option	[ ]Standard Mail Option
Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.	Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:
	PO BOX 13515
A/P Email:	GAINESVILLE Florida 32604
A/P Email on File:	
	Enter a new billing address:

Note: Signature on file.



ESSENTIALS PACKAGES			
ELEMENT	QUANTITY		
Premium OSHA Entrance Package	2		
Premium Office Package	2		
Premium Conference Package	1		



# MO 60' x 12'

DISCLAIMER: FOR ILLUSTRATION PURPOSES ONLY. Drawings and floor plans shown herein are for sales illustration purposes only and should not be used for any other purposes, including without limitation, permitting or certification. Any measurements shown are approximate and may differ from the actual modular unit delivered not customer. The above drawings and floor plans depict items that may not be standard to the modular unit being ordered. The actual modular unit delivered may vary depending on the modular unit and ancillary products ordered by the customer.

### Morrison, Mike

From: Schreib, Jacob

Sent: Monday, December 17, 2018 12:32 PM

**To:** Morrison, Mike; Craft, Jim **Subject:** RE: Belmont Mobile Offices

The equipment will be as follows:

Cisco ISR 4331 router, this cost will include two Software licenses as well Cisco Aironet 3802I Wireless access point and Power injector HP unmanaged Switch

From: Schreib, Jacob

Sent: Monday, December 17, 2018 11:26 AM

To: Morrison, Mike < <a href="Mike.Morrison@skanska.com">Mike < <a href="Mike.Morrison@skanska.com">Mike < <a href="Mike.Morrison@skanska.com">Mike < <a href="Mike.Morrison@skanska.com">Mike < <a href="Mike.Morrison@skanska.com">Mike.Morrison@skanska.com</a>>; Craft, Jim < <a href="Mike.Morrison@skanska.com">Jim.Craft@skanska.com</a>>

Subject: RE: Belmont Mobile Offices

For the Router, switch, and AP will be \$7,100.00 Additional AP's will be around \$2,100 if we need to add another.

Per Comcast will run \$384.85 with IP on a 1 yr. There are no promos for 1 yr agreements. If did 2 yrs then I can apply promo for \$234.85 with promo.

**Thanks** 

From: Morrison, Mike

Sent: Monday, December 17, 2018 11:04 AM