

Town of Stonington
K-12 School Building Committee
Special Meeting Minutes
Tuesday, December 19, 2017
6:00pm
Central Office, Old Mystic, CT
Page 1 of 3

Members Present: Rob Marseglia, Chairman; June Strunk, Deborah Downie, Dan Oliverio; Debra Widmer and Blunt White
Members Absent: Kate Rotella, Vice Chairwoman; Julie Holland, Secretary; George Crouse, Kathy Sanford, Rob Sundman;
Wendy Wilbert and Bob Mitchell
Recording Secretary: Sandy Tissiere
Guests and Citizens: Jim Sullivan, Stonington Director of Finance; Chuck Warrington, Rob Hart, Colliers; Greg Smolley, DRA;
Peter Manning, Nick Confl, Taylor Gladding, Gilbane and a Stonington High School Student

1. Call to Order

Chairman Marseglia called the meeting to order at 6:02 p.m.

2. Seating of Alternates

Debra Widmer and Blunt White were seated as alternates.

3. Approval of Outstanding Minutes

The minutes from December 5, 2017 were submitted for approval. There was correction made on page 5, item #5a. "Board of Education meeting on January 11, 2017" to "Board of Education meeting on January 11, 2018". Also, to change the verbiage in Item #4. a. 4. from bottom line to owner's contingency account.

The following motion was made by Deborah Downie and seconded by June Strunk:

Motion #1: To approve the minutes from December 5, 2017 as amended.

Aye: Rob Marseglia, June Strunk, Deborah Downie, Debra Widmer and Blunt White

Abstained: Dan Oliverio

4. OPM

a. OPM Update

1. Discuss material abatement - Risk based plan update

Chuck Warrington said a meeting between Colliers, Langan, Gilbane and DRA is being scheduled to discuss the Langan proposal to ensure they are all in the same page for the scope. In addition, Mr. Warrington said we need to follow up with the state to update them on the changes and get their feedback. There was discussion on the cost of PCB abatement and whether funding for the abatement be eligible as a reimbursable expense or if funding would be provided. Mr. Warrington explained how the abatement project would be presented to the state.

2. Sole Source Access Control

Rob Hart said the Can-Tech change order was approved at the last meeting. Mr. Smolley explained the process of the purchase of the Can-Tech system. The last step is to submit the formal paperwork to the state.

3. Invoices

June Strunk asked the invoices, change orders and financial reports be discussed as a packet (Attachment #1). The first invoices discussed was for Deans Mill School. Ms. Strunk said the finance subcommittee recommended approval of the Deans Mill invoices dated December 19, 2017 for \$1,662,051.40. The following invoices were submitted: DRA, invoice #24, \$16,906.50; Gilbane, invoice #5, \$1,621,316.90; Colliers, Invoice #19659, \$7,932.00; WB Meyer, invoice #COM-1272-17/17, \$550.00; Langan Environmental, invoice #54158, \$1,577.41; Horizon Engineering, invoice #R2016Z-156-9; Materials Testing Inc., invoice #16515-IM, \$10,354.00. (Attachment #1)

The follow motion was made by June Strunk and seconded by Debra Widmer:

Motion #2: To approve the Deans Mill School invoices in the amount of \$1,662,051.40 dated December 19, 2017.

All: Aye

The Deans Mill School miscellaneous invoices for services were reviewed. June Strunk explained as the contingency budget for West Vine Street School is less then Deans Mill School, some services that are split between the two schools will be done so at a split of Deans Mill School at 53% and 47% for West Vine Street School. Ms. Strunk said the finance subcommittee recommended approval of the Deans Mill miscellaneous

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invoices dated December 19, 2017, in the amount of \$17,616.14. The following invoices were submitted: Robinson + Cole, invoice #5229094, \$1,982.14 and TCORS, invoice #5854-191398, \$15,635.00

The following motion was made by Dan Oliverio and seconded by Debra Widmer:

Motion #3: To approve miscellaneous invoices for Deans Mill School in the amount of \$17,616.14.

All: Aye

The Deans Mill School change orders were discussed. June Strunk said the finance sub-committee recommended approval of the change orders dated December 19, 2017 for the amount of \$31,221.00. The following change orders were submitted: ATP-008/OS-010, RFI-27-Storm Piping for Canopy Roof Drains, \$12,539.00; ATP-040/OS-057 Bulletin 2 – Circuit Revisions for RTUs and DOAs \$4,858.00 and ATP-039/OS-069 RFI-84-Additional Power for Hand Dryers \$31,221.00.

The following motion was made by Dan Oliveirio and seconded by Deborah Downie:

Motion #4: To approve the Deans Mill School change orders in the amount of \$31,221.00.

All: Aye

June Strunk told the committee the West Vine Street School invoices were similar to the Deans Mill Invoices with the exception of an added invoice from EverSource to install a utility pole. Ms. Strunk said the finance subcommittee recommended approval of the West Vine Street School invoices dated December 19, 2017 in the amount of \$1,689,276.22. These invoices were submitted: DRA, Invoice #24, \$14,827.50; Gilbane, invoice #5 \$1,624,447.63; Colliers, invoice #19660 \$7,932.00; Langan Environmental, Invoice #54158 \$1,398.84; Horizon Engineering, invoice #10 \$5,974.41; Tri-State Materials Testing, invoice #5423 \$9,297.50; Tri-State Materials Testing, invoice #5424 \$8449.50 and EverSource, invoice #CR 2774824 \$16,948.84.

The following motion was made by Dan Oliverio and seconded by Deb Downie:

Motion #5: A motion was made and seconded for approval of the West Vine Street School in the amount of \$1,689,276.22.

All: Aye

The West Vine Street School miscellaneous invoices were next. Ms. Strunk said the finance subcommittee recommended approval for the West Vine Street School miscellaneous invoices in the amount for \$15,621.86. The miscellaneous invoices were Robinson + Cole, invoice #50229094 \$1,756.86 and TCORS, invoice #5854-191398, \$13,865.00.

The following motion was made by Dan Oliverio and seconded by Deborah Downie:

Motion #6: To approve the West Vine Street School miscellaneous invoices in the amount of \$15,621.86,

All: Aye

June Strunk summarized the financials. Ms. Strunk explained there are a couple of line items that need to be removed from the contingency budgets which will reduce the budgets by \$150,000-\$200,000. These items will be taken out as budgeted but not spent. The group discussed the two different demolition subcontractors working at the schools.

b. OPM Actions

No action taken.

5. Construction Manager

a. CM Update

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Nick Conti reported at Deans Mill School the rooftop mechanical equipment would be delivered the first week of January and sheetrock in the classrooms on the second floor is 60% done. Outside, Mizzy continues to get the site up to grade. Overall, everything is in very good shape. The ledge in the pond is still an open item, information has been sent to Milone and MacBroom for review. The 2nd floor is almost done and they are working their way down to the first floor. The stairwells have been poured and the lockers installed. The exterior brick is complete and the cast stone has been started. Over at West Vine Street School, some windows have been installed and the work at the back end of the site is done and they are working around toward the front. Mr. Conti reported both sites are very close in progress.

b. CM Actions

1. Change order review
Discussed in item 4.a. 3.

6. Architect

a. Architect Updates

1. Update - FF&E and Technology

GS - ff&e going through state. Extreme attached needs to approval by the committee.

The following motion was made by JS DW

Motion: To release the contract for Extreme Networks for the amount of \$183,095 at Deans Mill School and \$183,095 at West Vine Street School.

All: Aye

Met on the playgrounds, got a real good direction on that have a meeting in January to decide.

2. Update - HB Communications proposal for AV design

Jason Jones, Stonington Public Schools, is working with Mr. Smolley on the audio/visual systems for gym, cafeteria and library.

Jason and I working on AV systems for gym, caf and library about. Their schedule for a PO by end of January. Send proposals to discuss this proposal the first weekend of January.

3. Professional Services for PMS Roof Project

GS item sitting for awhile, item for redesign system as functioning, didn't increase roof system overtaxed. Redesign

JS DO

The following motion was made by

Motion: To approve prof. Serv. fee for \$3,450.00 for the PMS roof project that covers the work necessary to improve storm water roof drains.

All: Aye

b. Architect actions

1. Irrigation ROM

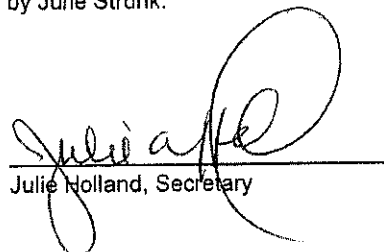
Waiting for contract for 2 ½ inch pipe from the maintenance shed. Get a price for that.

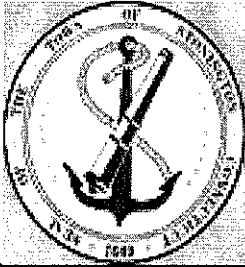
7. Adjourn

The following motion was made by Deborah Downie and seconded by June Strunk.

Motion 6: To adjourn the meeting at 7:26 pm.

All: Aye


Julie Holland, Secretary

ATTACHMENT #1

Stonington K-12 Building Committee
 Rob Marseglia, Chairman
 Kate Rotella, Vice-Chairman
 Robert Sundman
 Julie Holland
 George Crouse
 Deborah Downie
 June Strunk
 Kathy Sanford
 Dan Oliverio
 Wendy Wilbert

Stonington Deans Mill School

State Project No.: 137-0047

Invoice Approval Cover Sheet

Building Committee Date: 12/19/17

(Where discrepancies exist between the amount shown on the cover sheet and the actual invoice, the invoice governs)

INVOICES				
Town Acct.	Company	Invoice No.	Date	Amount
405001-81100	DRA	24	12/14/2017	\$ 16,906.50
405001-81124	Gilbane	5	11/30/2017	\$ 1,621,316.90
405001-81118	Colliers	19659	11/30/2017	\$ 7,932.00
405001-81109	WB Meyer	COM-1272-17/17	11/31/2017	\$ 550.00
405001-81113	Langan Environmental	54158	11/9/2017	\$ 1,577.41
405001-81127	Horizon Engineering	R2016Z-156-9	9/29/2017	\$ 3,414.59
405001-81101	Materials Testing, Inc	16515-IM	11/30/2017	\$ 10,354.00
Total of Invoices				\$ 1,662,051.40

Approvals:**Stonington K-12 Building Committee**

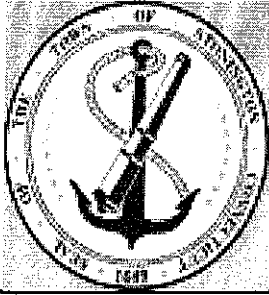
(One of two chairs required to sign)		
	Robert Marseglia, Chairperson	Date
Town Official Signatures	Kate Rotella, Vice-Chairperson	Date
	Robert Simmons, First Selectman	Date
	James Sullivan, Finance Director	Date
		Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





Stonington K-12 Building Committee
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Stonington Deans Mill School

State Project No.: 137-0047
Invoice Approval Cover Sheet

Building Committee Date: 12/19/17

(Where discrepancies exist between the amount shown on the cover sheet and the actual invoice, the invoice governs)

INVOICES				
Town Acct.	Company	Invoice No.	Date	Amount
405001-81116	Robinson+Cole	50229094	11/29/2017	\$ 1,981.14
405001-81115	TCORS	5854-191398	11/20/2017	\$ 15,635.00
Total of Invoices				\$ 17,616.14

Approvals:

Stonington K-12 Building Committee

(One of two chairs required to sign)		
	Robert Marseglia, Chairperson	Date
	Kate Rotella, Vice-Chairperson	Date
Town Official Signatures		
	Robert Simmons, First Selectman	Date
	James Sullivan, Finance Director	Date
		Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





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Stonington Deans Mill School
 State Project No.: 137-0047
 Change Approval Cover Sheet

Building Committee Date: 12/19/17

CHANGE ORDERS		
ATP/OS#	Description	Amount
ATP-008/ OS-010	RFI-27 - Storm Piping for Canopy Roof Drains	\$ 12,539.00
ATP-040/ OS-057	Bulletin 2 - Circuit Revisions for RTUs and DOAs	\$ 4,858.00
ATP-039 OS-069	RFI-84 - Additional Power for Hand Dryers	\$ 13,824.00
TOTAL OF CHANGE ORDERS		\$ 31,221.00

Approvals:

Stonington K-12 Building Committee

(One of two chairs required to sign)		
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Town Official Signatures	Kate Rotella, Vice-Chairperson	Date
	Robert Simmons, First Selectman	Date
	James Sullivan, Finance Director	Date
		Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





Stonington K-12 Building Committee
 Rob Marsegla, Chairman
 Kate Rotella, Vice-Chairman
 Robert Sundman
 Julie Holland
 George Crouse
 Deborah Downle
 June Strunk
 Kathy Sanford
 Don Oliverio
 Wendy Wilbert

Stonington West Vine Street School
 State Project No.: 137-0048
 Invoice Approval Cover Sheet

Building Committee Date: 12/19/17

(Where discrepancies exist between the amount shown on the cover sheet and the actual invoice, the invoice governs)

INVOICES				
Town Acct.	Company	Invoice No.	Date	Amount
405002-81100	DRA	24	12/14/2017	\$ 14,827.50
405002-81124	Gilbane	5	11/30/2017	\$ 1,624,447.63
405002-81118	Colliers	19660	11/30/2017	\$ 7,932.00
405002-81113	Langan Environmental	54158	11/9/2017	\$ 1,398.84
405002-81127	Horizon Engineering	10	9/29/2017	\$ 5,974.41
405002-81101	Tri-State Materials Testing	5423	11/22/2017	\$ 9,297.50
405002-81101	Tri-State Materials Testing	5424	11/25/2017	\$ 8,449.50
405002-	Eversource	CR 2774824	11/24/2017	\$ 16,948.84

Total of Invoices \$ 1,689,276.22

Approvals:

Stonington K-12 Building Committee

(One of two chairs required to sign)	Robert Marsegla, Chairperson		Date
	Kate Rotella, Vice-Chairperson		Date
Town Official Signatures	Robert Simmons, First Selectman		Date
	James Sullivan, Finance Director		Date
			Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





Stonington K-12 Building Committee
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 Dan Oliverio
 Wendy Wilbert

Stonington West Vine Street School

State Project No.: 137-0048

Invoice Approval Cover Sheet

Building Committee Date: 12/19/17

(Where discrepancies exist between the amount shown on the cover sheet and the actual invoice, the invoice governs)

INVOICES				
Town Acct.	Company	Invoice No.	Date	Amount
405002-81116	Robinson+Cole	50229094	11/29/2017	\$ 1,756.86
405002-81115	TCORS	5854-191398	11/20/2017	\$ 13,865.00

Total of Invoices \$ 15,621.86

Approvals:

Stonington K-12 Building Committee

(One of two chairs required to sign)		
	Robert Marsegia, Chairperson	Date
	Kate Rotella, Vice-Chairperson	Date
Town Official Signatures		
	Robert Simmons, First Selectman	Date
	James Sullivan, Finance Director	Date
		Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date



Deans Mill School

Financial Status Report - 12/19/17

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	A	B	C	D
	Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
I. <u>Building Construction</u>				
A. New Building & Renovation	\$ 25,441.6	\$ 25,406.6	\$ 25,441.6	\$ -
B. Other Construction	-	\$ -	\$ -	\$ -
Total Building Construction	25,441.6	25,406.6	25,441.6	-
II. <u>Related Construction</u>				
A. Sitework	-	\$ -	\$ -	\$ -
B. Site Utility Systems	-	\$ -	\$ -	\$ -
C. Hazardous Materials	-	\$ -	\$ -	\$ -
Total Related Construction	-	-	-	-
III. <u>Escalation</u>	-	\$ -	\$ -	\$ -
Total Construction	\$ 25,441.6	\$ 25,406.6	\$ 25,441.6	\$ -
IV. <u>Furniture, Fixtures & Equipment (FF&E)</u>				
A. Loose Furnishings	1,487.2	\$ -	\$ 1,487.2	\$ -
B. Program Related Equipment	-	\$ -	\$ -	\$ -
C. Computer/Data/Wiring	-	\$ -	\$ -	\$ -
D. Telecommunications	-	\$ -	\$ -	\$ -
E. Audio/Visual Equipment	225.0	\$ -	\$ 225.0	\$ -
F. Specialty Signage	-	\$ -	\$ -	\$ -
Total FF & E	1,712.2	-	1,712.2	-
V. <u>Fees and Expenses</u>				
A. Fees				
1 Existing Conditions & Space Program	-	\$ -	\$ -	\$ -
2 Architect	2,037.4	\$ 2,037.4	\$ 2,037.4	\$ -
a Structural Eng.	-	\$ -	\$ -	\$ -
b MEP Eng.	-	\$ -	\$ -	\$ -
c Civil Eng.	-	\$ -	\$ -	\$ -
d Landscape Arch.	-	\$ -	\$ -	\$ -
e Interior/Furniture Designer	-	\$ -	\$ -	\$ -
f Code	-	\$ -	\$ -	\$ -
g Lighting	-	\$ -	\$ -	\$ -
h Acoustical	-	\$ -	\$ -	\$ -
i Signage	-	\$ -	\$ -	\$ -
j Referendum Services	-	\$ -	\$ -	\$ -
3 Special Consultants	-	\$ -	\$ -	\$ -
a Haz. Mat. Consultant	150.0	\$ 117.8	\$ 281.4	\$ (131.4)
b Audio/Visual	-	\$ 11.2	\$ 11.2	\$ (11.2)
c Computer/Info. Systems	-	\$ -	\$ -	\$ -
d Geo-Tech	35.0	\$ 21.3	\$ 21.3	\$ 13.7
e Traffic	-	\$ -	\$ -	\$ -
f Ecologist/Soil Sample	12.0	\$ 12.0	\$ 12.0	\$ -
g Peer Reviews	25.0	\$ 24.0	\$ 24.0	\$ 1.0
h Storm water monitoring	40.0	\$ 31.9	\$ 31.9	\$ 8.1
4 Project Management	300.0	\$ 280.1	\$ 327.7	\$ (27.7)

Deans Mill School

Financial Status Report - 12/19/17

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		A	B	C	D
		Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
5	Building Commissioning	68.6	\$ 68.6	\$ 68.6	\$ -
6	CM PreCon	-	\$ -	\$ -	\$ -
7	Owner's Legal Fees	50.0	\$ 9.5	\$ 9.5	\$ 40.5
8	Site Survey	25.0	\$ 22.3	\$ 22.3	\$ 2.7
9	Utility Assessment	50.0	\$ 1.6	\$ 1.6	\$ 48.4
Sub-total Fees		2,793.0	2,637.7	2,848.9	(55.9)
B.	Expenses				
1	Owner's Insurance	30.0	\$ 2.5	\$ 2.5	\$ 27.5
2	Permits	15.0	\$ 1.5	\$ 1.5	\$ 13.5
3	Printing	15.0	\$ 8.1	\$ 8.1	\$ 6.9
4	Construction Utilities Use	-	\$ -	\$ -	\$ -
5	Site Borings	-	\$ -	\$ -	\$ -
6	Materials Testing	125.4	\$ 50.0	\$ 50.0	\$ 75.4
7	Special Inspections	25.0	\$ 9.6	\$ 9.6	\$ 15.4
8	Consultant Reimbursables	10.0	\$ 6.6	\$ 6.6	\$ 3.4
9	Moving/Relocation	100.0	\$ 50.0	\$ 50.0	\$ 50.0
10	Physical Plant Expenses	15.0	\$ 5.0	\$ 5.0	\$ 10.0
11	Bonding	140.0	\$ 80.5	\$ 140.0	\$ -
12	Advertising	10.0	\$ 0.4	\$ 0.4	\$ 9.6
Sub-total Expenses		485.4	214.2	273.7	211.7
Total Fees and Expenses		3,278.4	2,851.9	3,122.6	155.8
VI.	<u>Contingency</u>				
A.	Construction & Owner's Project				
1	Construction	-	-	-	-
2	Owner's Project	5,486.4	-	2,378.4	3,108.0
B.	Additional Need	-	-	-	-
Total Contingency		5,486.4	-	2,378.4	3,108.0
Total Project		\$ 35,918.6	\$ 28,258.5	\$ 32,654.8	\$ 3,263.8

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	A	B	C	D
	Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
I. <u>Building Construction</u>				
A. New Building & Renovation	\$ 23,469.2	\$ 23,165.9	\$ 23,469.2	\$ -
B. Other Construction	-	15.0	15.0	(15.0)
Total Building Construction	23,469.2	23,180.9	23,484.2	(15.0)
II. <u>Related Construction</u>				
A. Sitework	-	-	-	-
B. Site Utility Systems	-	-	-	-
C. Hazardous Materials	-	-	-	-
Total Related Construction	-	-	-	-
III. <u>Escalation</u>				
Total Construction	\$ 23,469.2	\$ 23,180.9	\$ 23,484.2	\$ (15.0)
IV. <u>Furniture, Fixtures & Equipment (FF&E)</u>				
A. Loose Furnishings	1,414.1	-	1,414.1	-
B. Program Related Equipment	-	-	-	-
C. Computer/Data/Wiring	-	-	-	-
D. Telecommunications	-	-	-	-
E. Audio/Visual Equipment	225.0	-	225.0	-
F. Specialty Signage	-	-	-	-
Total FF & E	1,639.1	-	1,639.1	-
V. <u>Fees and Expenses</u>				
A. Fees				
1 Existing Conditions & Space Program	-	-	-	-
2 Architect	1,832.9	1,832.8	1,832.8	0.1
a Structural Eng.	-	-	-	-
b MEP Eng.	-	-	-	-
c Civil Eng.	-	-	-	-
d Landscape Arch.	-	-	-	-
e Interior/Furniture Designer	-	-	-	-
f Code	-	-	-	-
g Lighting	-	-	-	-
h Acoustical	-	-	-	-
i Signage	-	-	-	-
j Referendum Services	-	-	-	-
3 Special Consultants	-	-	-	-
a Haz. Mat. Consultant	150.0	116.3	234.7	(84.7)
b Audio/Visual	-	5.2	5.2	(5.2)
c Computer/Info. Systems	-	-	-	-
d Geo-Tech	35.0	15.7	15.7	19.3
e Traffic	-	-	-	-
f Ecologist/Soil Sample	11.8	11.8	11.8	-
g Peer Reviews	21.7	21.7	21.7	-
h Storm water monitoring	40.0	31.9	31.9	8.1
4 Project Management	300.0	280.1	327.7	(27.7)

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		A	B	C	D
		Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
5	Building Commissioning	67.5	67.5	67.5	-
6	CM PreCon	-	-	-	-
7	Owner's Legal Fees	50.0	7.4	7.4	42.6
8	Site Survey	31.7	31.7	31.7	-
9	Utility Assessment	50.0	0.3	0.3	49.7
Sub-total Fees		2,590.6	2,422.4	2,588.4	2.2
B.	Expenses				
1	Owner's Insurance	30.0	2.5	2.5	27.5
2	Permits	5.0	1.5	1.5	3.5
3	Printing	10.0	8.1	8.1	1.9
4	Construction Utilities Use	-	-	-	-
5	Site Borings	-	-	-	-
6	Materials Testing	112.8	50.0	50.0	62.8
7	Special Inspections	25.0	9.6	9.6	15.4
8	Consultant Reimbursables	5.0	9.3	9.3	(4.3)
9	Moving/Relocation	100.0	53.3	53.3	46.7
10	Physical Plant Expenses	15.0	13.5	13.5	1.5
11	Bonding	125.0	46.4	138.9	(13.9)
12	Advertising	10.0	0.3	0.3	9.7
Sub-total Expenses		437.8	194.5	287.0	150.8
Total Fees and Expenses		3,028.4	2,616.9	2,875.4	153.0
VI.	Contingency				
A.	Construction & Owner's Project				
1	Construction	-	-	-	-
2	Owner's Project	3,451.0	-	2,500.0	951.0
B.	Additional Need	-	-	-	-
Total Contingency		3,451.0	-	2,500.0	951.0
Total Project		\$ 31,587.7	\$ 25,797.8	\$ 30,498.7	\$ 1,089.0



QUOTATION

Quote: EXT-1618574878

Currency: USD

Quote Name: Stonington Public Schools -
Dean Mill

Exchange Rate: 1.0

Rev. Number: 2

Terms:

Quote Type: Standard Quote

Valid Dates: 10/2/2017 - 3/12/2018

CT State Contract: A-93-022 (93ITZ0022MA)

Prepared For		Sales Contacts	
Quote To:	Stonington Public Schools 49 North Stonington Rd Old Mystic, CT 06372	Name:	Ryan Byrnes
Contact:	Jason Jones	Title:	Inside Sales Business Development Rep
Phone:	8605720506	Phone:	(603)952-5255
Cell:		Cell:	
Fax:		Fax:	
Email:	jones@stoningtonschools.org	Email:	rbyrnes@extremenetworks.com

#	Part Number	Covd. Item	Qty	Description	Duration	Net Price	Extended Net Price
1	31012		50	WS-AP3935i-FCC		\$597.50	\$29,875.00
2	97003-S20255	WS-APCAP-16	1	EW Software Subscription	365	\$175.00	\$175.00
3	WS-APCAP-16		1	16 AP CAPACITY UPGRADE (C25, V2110)		\$1,147.50	\$1,147.50
4	PS-ESU-5		1	EXTREME SERVICE UNITS, 5-PACK		\$10,687.50	\$10,687.50
5	S3-CHASSIS-A		1	S-SERIES S3 CHASSIS/FANTRAY		\$4,247.50	\$4,247.50
6	SK2008-0832		1	S140 32PORT SFPP I-O		\$26,997.50	\$26,997.50
7	SK2008-0832		1	S140 32PORT SFPP I-O		\$26,997.50	\$26,997.50
8	S-AC-PS-15A		3	15 AMP S POWER SUPPLY		\$797.50	\$2,392.50
9	10GB-F10-SFPP		1	10 GB, ACTIVE OPTICAL DAC, 10 M		\$300.00	\$300.00
10	10GB-LR-SFPP		4	10 GBASE-LR SFP+ 10K SM OPTIC		\$997.50	\$3,990.00
11	10GB-SR-SFPP		2	GBASE-SR SFP+ 33/82M MM OPTIC		\$597.50	\$1,195.00
12	5601313-U1		3	USA,CORD,NEMA 5-15,C13		\$12.50	\$37.50
13	97004-H30496	S3-CHASSIS-A	1	EW NBD AHR	365	\$660.00	\$660.00



14	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
15	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
16	10945		11	Summit Fan module FB		\$147.50	\$1,622.50
17	10099		22	PWR CORD,15A,USA,NEMA5-15,C15		\$12.50	\$275.00
18	16179		11	X450-G2-48p-10GE4-Base		\$3,297.50	\$36,272.50
19	10941		22	Summit 1100W AC PSU FB		\$547.50	\$12,045.00
20	10312		11	1m QSFP+ Passive Copper Cable		\$162.50	\$1,787.50
21	10301		6	SR SFP+ module		\$597.50	\$3,585.00
22	97004-16179	16179	11	EW NBD AHR 16179	365	\$385.00	\$4,235.00
23	PS-ESU-1		3	EXTREME SERVICE UNITS, SINGLE		\$2,250.00	\$6,750.00

Product Subtotal **\$152,767.50**

Service Subtotal **\$12,890.00**

Training Subtotal **\$0.00**

Professional Services Subtotal **\$17,437.50**

Total **\$183,095.00**

plus applicable tax

This quote is governed solely by an applicable purchase and/or services agreement in effect between purchaser and Extreme, if any, or in the absence of such an agreement, Extreme Networks' Standard Terms of Sale and Services (as published at the following link: <http://www.extremenetworks.com/company/legal>) and, if applicable, Extreme Networks' Professional Services Terms and Conditions (as published at the following link: <http://learn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf>) shall govern in the event of any conflict with your order notwithstanding any terms to the contrary on Customer's purchase order. Extreme Networks hereby rejects any customer terms and conditions that may be submitted in accordance with acceptance of this quote.

TERMS AND CONDITIONS OF SALE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, "PRODUCTS" REFERS TO: (A) EXTREME PRODUCTS, (B) CONSULTING, SUPPORT AND MAINTENANCE SERVICES PACKAGES AS IDENTIFIED ON EXTREME'S PRICE LIST; (C) ANY NON-EXTREME PRODUCTS THAT ARE BRANDED BY A THIRD PARTY ENTITY (A "THIRD PARTY") AND SOLD BY EXTREME HEREUNDER (THE "THIRD PARTY PRODUCTS"), (D) ANY SOFTWARE CONTAINED IN EXTREME PRODUCTS AND ANY UPDATES THERETO (THE "EXTREME SOFTWARE") AND (E) ANY SOFTWARE CONTAINED IN THIRD PARTY PRODUCTS, AND ANY UPDATES THERETO (THE "THIRD PARTY SOFTWARE"). (THE EXTREME SOFTWARE AND THIRD PARTY SOFTWARE SHALL BE REFERRED TO TOGETHER AS THE "SOFTWARE"). SERVICES AS DEFINED IN SECTION (B) ABOVE, AND PROFESSIONAL CONSULTING SERVICES AVAILABLE FOR PURCHASE (COLLECTIVELY, "SERVICES"), SHALL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS AS REFERENCED HEREIN. USE OR RESALE OF THE PRODUCTS CONSTITUTES ACCEPTANCE BY YOU ("PURCHASER") OF THESE TERMS AND CONDITIONS. EXTREME SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT AND/OR CONFLICTING PROVISIONS IN ANY AGREEMENT (INCLUDING WITHOUT LIMITATION ANY RESELLER OR DISTRIBUTOR AGREEMENT BETWEEN PURCHASER AND EXTREME NETWORKS), ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE FROM PURCHASER UNLESS EXPRESSLY AGREED TO IN WRITING BY EXTREME.

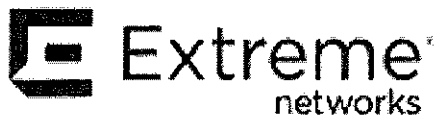
"Extreme" shall mean Extreme Networks, Inc., and its approved subsidiaries (including Extreme Networks Ireland Limited) that are authorized to accept purchase orders hereunder as further identified in Purchaser's applicable order documentation.

1. Prices

The price of the Products shall be set forth in Extreme's price list then in effect when Extreme accepts Purchaser's order or when such items are shipped, whichever is lower, less any applicable discount. Extreme reserves the right to change its price list without prior notice. Prices do not include freight, insurance, or other similar charges. Any such charges will be added to the price or separately invoiced to Purchaser. Prices, associated costs, fees and charges, if any, and terms and conditions attributable to Services (including both professional services and support / maintenance Services) are as published here: <http://www.extremenetworks.com/support/policies>

2. Payment Terms

Purchaser shall pay all invoices issued under this Agreement within thirty (30) days from date of invoice. Shipments, deliveries, and performance of work will at all times be subject to the approval of Extreme's credit department and Extreme may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Extreme. Purchaser hereby grants a security



interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to Extreme. Purchaser agrees to execute any financing statements, continuation statements, or other documents as Extreme requests to protect its security interest.

3. Taxes

Purchaser will pay or reimburse Extreme for all sales, use, value-added and other taxes (except taxes on Extreme's net income), and all customs, duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Products or licensing of the Software to Purchaser, or upon payment to Extreme under this Agreement.

4. Shipment and Delivery

4.1. Shipment of Products

Extreme will use commercially reasonable efforts to ship the Products at the times requested in purchase orders accepted by Extreme (in partial or full shipments); provided, however, in the event of shortages of labor, energy, components, raw materials or supplies or interruption of Extreme Networks' production or for reasons beyond Extreme Networks' reasonable control, shipment may be delayed by Extreme Networks without liability. Without liability to any person and without prejudice to any other remedy, Extreme may withhold or delay shipment of any order if you are late in payment or are otherwise in default under this Agreement.

4.2. Delivery and Acceptance of Products

Extreme will deliver Products to Purchaser as follows: (i) if shipped to a destination in the United States, delivery of Products will be made F.O.B. (Extreme's place of shipment) (INCOTERMS 2000) and risk of loss or damage to the Products will pass to Purchaser upon delivery of the Products to the carrier at the F.O.B. point, and (ii) if shipped to a destination outside the United States, delivery will be EX WORKS (Extreme's facility or place of manufacture) (INCOTERMS 2000) and risk of loss or damage to the Products will pass to Purchaser when the Products are placed at the disposal of Purchaser. Subject to Section 2.2 ("Security Interest"), title to the Products (other than the Software and Documentation (as defined in Section 5 ("License; Title"))) will pass to Purchaser upon Extreme's tender of delivery to the carrier for shipment. The Products will be deemed accepted by Purchaser upon shipment.

5. License

The Extreme Software is licensed subject to the terms and conditions of the then-current Extreme End User License Agreement for such Software in effect at the time the Software is provided. In the case of Third Party Software, the Third Party Software is licensed by the third party to the Purchaser subject to any applicable terms and conditions. Purchaser agrees that Purchaser will not attempt, and if Purchaser is a corporation, Purchaser will use Purchaser's best efforts to prevent Purchaser's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

6. Warranty to Purchaser for Extreme Products

6.1. Limited Warranty

Extreme warrants Extreme Products solely to Purchasers and pursuant to the terms and conditions of the warranty as published on Extreme's website under Extreme Networks Support Policies and Guidelines and applicable End User License Agreement as posted at <http://www.extremenetworks.com>, and/or is delivered with the Extreme Products. In the event of a failure of any Extreme Product to comply with the foregoing warranty during the applicable warranty period (a "Defect"), Extreme shall, at its option, repair or replace the Extreme Product or refund the fees paid by Purchaser for such Extreme Product (following Purchaser's return of the Extreme Product), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. The foregoing sets forth Purchaser's sole and exclusive remedies for a breach of the above limited warranties. Extreme makes no warranty as to the Third Party Products and Third Party Software.

6.2. Return Procedures

Third Party Products are not returnable to Extreme. Extreme Products shall be non-returnable except as provided in Section 6.1 ("Limited Warranty") or under a current maintenance support entitlement. Prior to any return by Purchaser of any Extreme Product, Purchaser shall obtain a return material authorization ("RMA") from Extreme. Purchaser shall return the entire contents of the defective Extreme Product and dated proof of purchase for the defective Extreme Product, if requested by Extreme, marked with the RMA number, to Extreme's designated repair facility, freight prepaid within thirty (30) days of receipt of the RMA, with a written statement describing the Defect. Extreme shall only be obligated under its warranty for Extreme Products with Defects which are reproducible by Extreme in the execution environment. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the warranty program or support plan purchased for such Extreme Product. Extreme may refuse any Extreme Product not accompanied by an RMA and such refused shipments will be returned to Purchaser freight collect. Purchaser retains sole responsibility for risk of loss or damage to Extreme Products during shipment to and from Extreme hereunder. Replacement products will be warranted for the remaining warranty period of the original Product.

6.3. Disclaimer of Warranties

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND EXTREME AND ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING PRODUCTS, EXCEPT TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING PROVISIONS, EXTREME MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

7. Maintenance

Purchaser may obtain maintenance and support services for Extreme Products by contacting Extreme for the appropriate maintenance agreement, subject to the terms thereof. Such terms and conditions are as further described in Extreme's terms of support published here: <http://www.extremenetworks.com/company/legal/terms-of-support/>. Extreme may, in its sole discretion, impose additional charges for updates and new versions of Extreme Products that encompass features or functions not performed by the Extreme Products as originally sold to Purchaser. Maintenance and support services for Extreme Products will be provided to Purchaser in accordance with the terms and conditions associated with such service. Extreme



will not provide any maintenance or support services for Third Party Products. Maintenance and/or support services may be provided by Third Party subject to any applicable Third Party terms and conditions.

8. Limitation of Liability

IN NO EVENT WILL EXTREME BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXTREME'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE TOTAL PAYMENTS TO EXTREME UNDER THIS AGREEMENT FOR THE RELEVANT PRODUCTS. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS MAY NOT APPLY TO PURCHASER.

9. Confidential Information

Purchaser agrees to exercise at least the same degree of care to safeguard the confidentiality of the Products and any other confidential information of Extreme as Purchaser would exercise to safeguard the confidentiality of Purchaser's confidential information, but not less than reasonable care.

Purchaser agrees not to (i) disclose to any third party any confidential information of Extreme; (ii) reproduce the Products or any portion thereof in any form or medium, or (iii) use the Products or other confidential information of Extreme for any purpose not specified in this Agreement. Purchaser warrants that all persons having access to the Products or other confidential information of Extreme under this Agreement will abide by the obligations set forth in this Section 9. Purchaser agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Products, its containers or Documentation. Purchaser agrees to comply with all legends that appear on or in the Products.

10. Term and Termination

The term of this Agreement shall continue unless terminated in accordance with this Section. Extreme may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Purchaser; or (ii) any material default by Purchaser of this Agreement not cured within thirty (30) days after Purchaser receives written notice thereof.

11. Export Control

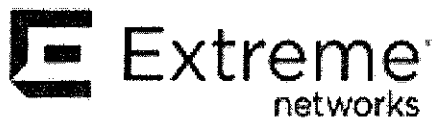
In exercising its rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products by the US and any country or organization or nations within whose jurisdiction Purchaser operates or does business.

12. Government Rights

If Products are being acquired by the U.S. Government, the Software and related Documentation is commercial computer software and commercial computer software documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors.

13. General Provisions

Purchaser shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Extreme. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral.



QUOTATION

Quote: EXT-1618579203 **Currency:** USD
Quote Name: West Vine St. Elementary School **Exchange Rate:** 1.0
Rev. Number: 2 **Terms:**
Quote Type: Standard Quote **Valid Dates:** 10/2/2017 - 3/12/2018

CT State Contract: A-93-022 (93ITZ0022MA)

Prepared For		Sales Contacts	
Quote To:	Stonington Public Schools 49 North Stonington Rd Old Mystic, CT 06372	Name:	Ryan Byrnes
Contact:	Jason Jones	Title:	Inside Sales Business Development Rep
Phone:	8605720506	Phone:	(603)952-5255
Cell:		Cell:	
Fax:		Fax:	
Email:	jones@stoningtonschools.org	Email:	rbyrnes@extremenetworks.com

#	Part Number	Covd. Item	Qty	Description	Duration	Net Price	Extended Net Price
1	S-AC-PS-15A		3	15 AMP S POWER SUPPLY		\$797.50	\$2,392.50
2	10GB-F10-SFPP		1	10 GB, ACTIVE OPTICAL DAC, 10 M		\$300.00	\$300.00
3	10GB-SR-SFPP		2	GBASE-SR SFP+ 33/82M MM OPTIC		\$597.50	\$1,195.00
4	5601313-U1		3	USA,CORD,NEMA 5-15,C13		\$12.50	\$37.50
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Product Subtotal							\$152,767.50
Service Subtotal							\$12,890.00
Training Subtotal							\$0.00
Professional Services Subtotal							\$17,437.50
Total							\$183,095.00
							plus applicable tax

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interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to Extreme. Purchaser agrees to execute any financing statements, continuation statements, or other documents as Extreme requests to protect its security interest.

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5. License

The Extreme Software is licensed subject to the terms and conditions of the then-current Extreme End User License Agreement for such Software in effect at the time the Software is provided. In the case of Third Party Software, the Third Party Software is licensed by the third party to the Purchaser subject to any applicable terms and conditions. Purchaser agrees that Purchaser will not attempt, and if Purchaser is a corporation, Purchaser will use Purchaser's best efforts to prevent Purchaser's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

6. Warranty to Purchaser for Extreme Products

6.1. Limited Warranty

Extreme warrants Extreme Products solely to Purchasers and pursuant to the terms and conditions of the warranty as published on Extreme's website under Extreme Networks Support Policies and Guidelines and applicable End User License Agreement as posted at <http://www.extremenetworks.com>, and/or is delivered with the Extreme Products. In the event of a failure of any Extreme Product to comply with the foregoing warranty during the applicable warranty period (a "Defect"), Extreme shall, at its option, repair or replace the Extreme Product or refund the fees paid by Purchaser for such Extreme Product (following Purchaser's return of the Extreme Product), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. The foregoing sets forth Purchaser's sole and exclusive remedies for a breach of the above limited warranties. Extreme makes no warranty as to the Third Party Products and Third Party Software.

6.2. Return Procedures

Third Party Products are not returnable to Extreme. Extreme Products shall be non-returnable except as provided in Section 6.1 ("Limited Warranty") or under a current maintenance support entitlement. Prior to any return by Purchaser of any Extreme Product, Purchaser shall obtain a return material authorization ("RMA") from Extreme. Purchaser shall return the entire contents of the defective Extreme Product and dated proof of purchase for the defective Extreme Product, if requested by Extreme, marked with the RMA number, to Extreme's designated repair facility, freight prepaid within thirty (30) days of receipt of the RMA, with a written statement describing the Defect. Extreme shall only be obligated under its warranty for Extreme Products with Defects which are reproducible by Extreme in the execution environment. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the warranty program or support plan purchased for such Extreme Product. Extreme may refuse any Extreme Product not accompanied by an RMA and such refused shipments will be returned to Purchaser freight collect. Purchaser retains sole responsibility for risk of loss or damage to Extreme Products during shipment to and from Extreme hereunder. Replacement products will be warranted for the remaining warranty period of the original Product.

6.3. Disclaimer of Warranties

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND EXTREME AND ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING PRODUCTS, EXCEPT TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING PROVISIONS, EXTREME MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

7. Maintenance

Purchaser may obtain maintenance and support services for Extreme Products by contacting Extreme for the appropriate maintenance agreement, subject to the terms thereof. Such terms and conditions are as further described in Extreme's terms of support published here: <http://www.extremenetworks.com/company/legal/terms-of-support/>. Extreme may, in its sole discretion, impose additional charges for updates and new versions of Extreme Products that encompass features or functions not performed by the Extreme Products as originally sold to Purchaser. Maintenance and support services for Extreme Products will be provided to Purchaser in accordance with the terms and conditions associated with such service. Extreme



will not provide any maintenance or support services for Third Party Products. Maintenance and/or support services may be provided by Third Party subject to any applicable Third Party terms and conditions.

8. Limitation of Liability

IN NO EVENT WILL EXTREME BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXTREME'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE TOTAL PAYMENTS TO EXTREME UNDER THIS AGREEMENT FOR THE RELEVANT PRODUCTS. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS MAY NOT APPLY TO PURCHASER.

9. Confidential Information

Purchaser agrees to exercise at least the same degree of care to safeguard the confidentiality of the Products and any other confidential information of Extreme as Purchaser would exercise to safeguard the confidentiality of Purchaser's confidential information, but not less than reasonable care.

Purchaser agrees not to (i) disclose to any third party any confidential information of Extreme; (ii) reproduce the Products or any portion thereof in any form or medium, or (iii) use the Products or other confidential information of Extreme for any purpose not specified in this Agreement. Purchaser warrants that all persons having access to the Products or other confidential information of Extreme under this Agreement will abide by the obligations set forth in this Section 9. Purchaser agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Products, its containers or Documentation. Purchaser agrees to comply with all legends that appear on or in the Products.

10. Term and Termination

The term of this Agreement shall continue unless terminated in accordance with this Section. Extreme may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Purchaser; or (ii) any material default by Purchaser of this Agreement not cured within thirty (30) days after Purchaser receives written notice thereof.

11. Export Control

In exercising its rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products by the US and any country or organization or nations within whose jurisdiction Purchaser operates or does business.

12. Government Rights

If Products are being acquired by the U.S. Government, the Software and related Documentation is commercial computer software and commercial computer software documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors.

13. General Provisions

Purchaser shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Extreme. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral.



PROFESSIONAL
SERVICES
SUPPLEMENT

ATTACHMENT #3
PSS No.

01

Client: Town of Stonington
Stonington Town Hall
152 Elm Street
Stonington, CT 06378

Architect: Drummey Rosane Anderson, Inc.
225 Oakland Rd., Studio 205
South Windsor, CT 06074

Project Name: Pawcatuck Middle School
State Project 137-0049 RR

PSS Date: March 21, 2017

Agreement Date: January 11, 2016

PSS Proj. No: 16003.00
(Assign proper extension to the main project number)

In accordance with the **AGREEMENT** for the above referenced project

Authorization is ☐ given

☒ requested

☒ to proceed with Additional Services

☐ to proceed with revised scope of Basic Services

☒ to incur Reimbursable Expenses

OR

Notification is made

☐ of the need to proceed with Contingent Additional Services

☐ of the need for other Services

as follows:

Services related to stormwater computations and roof leader pipe sizing for portion of roof.

The following adjustments shall be made to compensation and time.

Compensation: (Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation of \$3,450.00.

Time: (Insert provisions covering time of commencement and completion of authorized services as applicable.)

No change

***** PROMPT WRITTEN NOTICE IS REQUIRED IF THE SERVICES INDICATED ARE NOT NEEDED *****

SUBMITTED BY:
Drummey Rosane Anderson, Inc.

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:


(Signature)

(Signature)

Gregory J. Smolley, Project Manager
(Printed name and title)

(Printed name and title)

11 October 2017
(Date)

(Date)



**PROFESSIONAL
SERVICES
SUPPLEMENT**

PSS No.
01

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Stonington Town Hall
152 Elm Street
Stonington, CT 06378

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Drummey Rosane Anderson, Inc.

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:


(Signature)

Gregory J. Smolley, Project Manager
(Printed name and title)

(Signature)

(Printed name and title)

11 October 2017
(Date)

(Date)