

Mechanical/Electrical Engineering Consultants  
Buffalo • Rochester • Syracuse • Schenectady

November 6, 2017

**KENMORE TONAWANDA UNION FREE  
SCHOOL DISTRICT  
SMART SCHOOL BOND ACT  
IT IMPLEMENTATION**  
M/E Reference P171255.00

**KENMORE TOWN OF TONAWANDA  
UNION FREE SCHOOL DISTRICT**  
1500 Colvin Boulevard  
Buffalo, New York 14223

Attention: Mr. John Brucato  
Assistant Superintendent For Finance

Dear Mr. Brucato:

M/E Engineering, P.C. is pleased to submit this proposal to provide engineering services as follows:

**GENERAL**

Professional services will consist of supporting and advising the Administration and Technology Staff of Kenmore Tonawanda Union Free School District as they develop plans to replace and upgrade network electronics and related components with funds secured from the District's allotment of the Smart School Bond Act (SSBA). M/E Engineering will provide field review, verification, recommendations, advisory guidance and assistance, per the District's direction.

**SCOPE OF WORK**

M/E Engineering, P.C. proposes to provide professional design services as follows:

- A. BASIC SERVICES (SEE ATTACHED "OUR PROCESS")
  - 1. Study and Advisory Phase
    - a. Meet with KenTon School District Staff to develop a feasible project scope which addresses user's desired outcome and coincide with SSBA Funding requirements and restrictions.
    - b. Provide field review and verification of existing network infrastructure and components.
    - c. Evaluate existing equipment and prepare report with recommendations and budget.
    - d. Present findings and budget to the Administration.
    - e. Assist District with SSBA Application Process for procurement of new equipment.



B. ADDITIONAL SERVICES

The following services are not provided as part of the Basic Services outlined above:

1. Commissioning of systems and equipment, i.e., commissioning agent/authority responsibilities.
2. Preparation of Bid Documents.

Should the above services be required, they will be listed separately or M/E will furnish a fee proposal upon Client request.

**SERVICES NOT INCLUDED**

- A. Hazardous materials (i.e. asbestos, lead, etc.) consultation, identification of hazardous materials in the project area, or design of hazardous materials abatement.
- B. Preparation of specifications and drawings for Bid Documents.
- C. Reproduction and distribution of Contract Documents.

**SERVICES FURNISHED BY KENMORE TONAWANDA UNION FREE SCHOOL DISTRICT**

- A. Drawings, data, quantities, details, and similar information vital to the Engineer's design for the new work.

**PERSONNEL**

The following project team will be assigned to this project:

- William P. Liberto, P.E. .... Partner In Charge
- Raymond G. Waite ..... Project Manager
- James J. Michalski, CTS, DMC-D ..... Technology Design

**FEE FOR BASIC SERVICES**

Due to the advisory and consulting nature of this project, we are presenting an hourly, not-to-exceed fee of THIRTY NINE THOUSAND TWO HUNDRED DOLLARS (\$39,200.00). Our anticipated fee is broken down as follows:

Basic Services	Fee Amount
Programming / Project Development (200 hrs @ \$140/hr)	\$28,000.00
Bidding & Equipment Procurement (40 hrs @ \$140/hr)	\$5,600.00
Construction Administration Allowance (40 hrs @ \$140/hr)	\$5,600.00
<b>Total</b>	<b>\$39,200.00</b>

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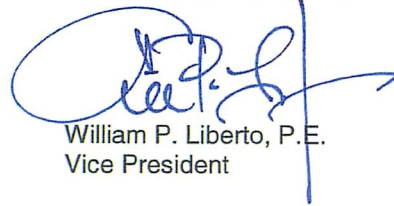
**TERMS AND CONDITIONS**

Included you will find "M/E Engineering, P.C. Terms and Conditions" which shall apply to this proposal for services. Please review our terms and conditions for compliance with your contract with the Owner.

We appreciate this opportunity to serve you and we look forward to a very successful project. If the preceding is acceptable, please sign the enclosed copy and return it to us.

Sincerely,

*M/E ENGINEERING, P.C.*



William P. Liberto, P.E.  
Vice President

WPL:bjs  
Enclosure  
cc: File

**ACCEPTED FOR KENMORE TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_



## **M/E ENGINEERING, P.C. TERMS & CONDITIONS**

### **Performance of Services:**

M/E Engineering, P.C. (M/E) shall perform the services outlined in the attached proposal in consideration of the stated fee and payment terms.

### **Billings/Payments:**

Invoices for M/E services will be submitted on a monthly basis. Invoices are due upon presentation and shall be payable in United States Dollars (USD) within 30 days of the invoice date. If the invoice is not paid within 60 days, M/E may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend the performance of services. Retainers will be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 120 days after the invoice date, the Client shall pay M/E all costs of collection, including reasonable attorney's fees.

### **Access to Site:**

Unless otherwise stated, M/E shall have access to the site for activities necessary for the performance of the services. M/E will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage due to site investigations and exploratory work.

### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M/E, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Neither the Client nor M/E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, nor will either party be subject to consequential, special, incidental or punitive damages.

### **Certifications, Guarantees and Warranties:**

M/E shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence of M/E cannot ascertain.

### **Ownership of Documents:**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by M/E are instruments of service under this agreement and shall remain the property of M/E, and may not be used by the Client for any other endeavor without the written consent of M/E. M/E shall retain all common law, statutory and other reserved rights, including the copyright thereto.

### **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and M/E shall be submitted to non-binding mediation. Client and M/E agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **Termination of Services; Suspension of Project:**

A party may immediately terminate this agreement and/or cease providing services in the event of a material breach of any term, warranty, condition or covenant by another party which remains uncured for fifteen (15) days after written notice to the defaulting party.

Notwithstanding the above, if the Client fails to make payments to M/E in accordance with this Proposal, such failure shall be considered substantial non-performance and cause for termination or, at M/E's option, cause for suspension of performance of services under this proposal. Prior to suspension or termination of services, M/E shall give three (3) days' written notice to the Client. M/E shall have no liability to the Client or Owner for delay or damage caused because of such suspension or termination of services. In the event of suspension of services, and before resuming services, M/E shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of M/E's services. M/E's compensation and schedule for remaining services shall be equitably adjusted, as necessary.

### **Assignment:**

Neither Client nor M/E shall transfer, sublet or assign any rights or interest to the proposed services, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party, except that M/E can hire subconsultants as is usual and customary in the execution of this agreement.

### **Changes in Scope and Schedule:**

M/E shall not be responsible for additional services resulting from significant changes in the scope, extent, or complexity of any portions of the Project designed or specified by M/E caused by changes in Owner's schedule, Contractor's Schedule, length of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations or Codes enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond M/E's control.

### **Entire Agreement:**

This Proposal constitutes the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this proposal except as specifically set forth herein. All prior agreements, discussions and negotiations are entirely superseded by this proposal.

# OUR PROCESS

## Study and Advisory Phase

- Review District's submitted Instructional Technology Plan Survey
- Review existing IT plan
- Understand instructional pedagogy
- Prioritize Technology Upgrade List
- Develop detailed opinions of probable cost
- Assist District with submission of Smart School Investment Plan to the SED Review Board
- Gain BOE approval to proceed with design phase

## Procurement Phase Initiation

- Prioritize Instructional Technology Upgrade List with respect to Smart Schools Bond Act goals