

BAYHA

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## **Davis Joint Unified School District**

Information Gathering and  
Grant Writing Proposal for  
CTE Facilities Program (CTEFP) 2019

October 2, 2019

**OBJECTIVES**

The main objectives are to:

- Gather information from key stakeholders to ensure proposed facilities meet school, community, and industry needs.
- Conduct labor market research to support grant proposal requirements.
- Write four (4) grant proposals on behalf of Davis Joint Unified School District (DJUSD) for the California Department of Education’s CTE Facilities Program (CTEFP) to address the District’s facilities’ needs.

**PROPOSED SERVICES**

The following table outlines the services to be carried out by Bayha Group on behalf of Davis Joint Unified School District to complete four (4) California Department of Education CTE Facilities Program grant proposals due December 2, 2019. The contract period is from October 2, 2019 - December 2, 2019.

SERVICES	DATES
Conduct site visit to Davis Joint Unified School District including facility tours and meet with District team.	October 11 or October 14
Work with identified District contact to acquire information needed for each of the four (4) CTEFP grant proposals: <ol style="list-style-type: none"> <li>1. CTE Plan</li> <li>2. Projections of Student Enrollment</li> <li>3. Identification of Feeder Schools and Partners</li> <li>4. Accountability Plan</li> <li>5. Educational Specifications and Equipment/Space Requirements</li> <li>6. Budget Justification/Detail Sheet</li> <li>7. Unique Conditions</li> <li>8. Overall Feasibility of the Project</li> </ol>	By October 15

SERVICES continued.	DATES
Work with identified District contact, who will be responsible for writing and collecting all required letters of support from each partner identifying their participation in the development, articulation, review, and approval of each of the 4 proposed CTEFP projects. Required partners include: feeder schools, ROCPs, students, parents, counselors, community members, business and industry partners, community colleges, and other key stakeholders.	By October 22
Conduct background research about District and surrounding communities along with pertinent labor market information for CTE pathway.	By October 15
Write 4 draft CTE facilities grant proposals and submit to DJUSD for review and approval.	By November 8
Get edits and feedback from DJUSD.	By November 15
Final version of 4 grant proposals with DJUSD approval.	By November 20
Provide complete grant proposal package ready for submission to DJUSD via pdf.	By November 22

This Scope of Work is effective as of October 2, 2019 (the "Effective Date") by and between Bayha Group ("CONSULTANT") and Davis Joint Unified School District, 526 B Street, Davis, CA 95616 ("DISTRICT").

- I. Services shall begin on October 2, 2019 and shall be completed on or before December 2, 2019, unless terminated in accordance with Paragraphs IV, V and VI as set forth below.
- II. The Services to be rendered to the DISTRICT by the CONSULTANT ("Services") are set forth in this Scope of Work.
- III. In exchange for the Services, DISTRICT will pay CONSULTANT a total fee of **\$43,000 (fixed price)** to be paid as follows:

- A non-refundable Initial Payment of 50% of the total fee (i.e., \$21,500) shall be due upon execution of this scope of work. CONSULTANT shall not begin to perform the Services until the Deposit is paid in full.
- 50% of the total fee (i.e., \$21,500) shall be due upon completion of the Services.
- In the event of an Immediate Termination, in accordance with Paragraph VI., CONSULTANT shall invoice DISTRICT for payments due. DISTRICT shall remit payment in full to CONSULTANT within fourteen (14) days of receipt of invoice. Payments not received by the due date will result in work cessation. CONSULTANT reserves the right to refuse completion or delivery of work product until past due balances are paid.

**IV. DISTRICT Responsibilities.** DISTRICT agrees to perform as follows:

- DISTRICT is hiring CONSULTANT to perform Services that, to be successful, require adherence to strict deadlines.
- DISTRICT agrees to respond to questions, requests, and communications from CONSULTANT in a timely manner in accordance with the deadlines set by CONSULTANT and any other relevant deadlines, and assumes responsibility for failure to adhere to deadlines.
- DISTRICT will carefully review any documents, information or work presented by CONSULTANT, will ensure that all information provided therein is truthful and accurate, and will immediately advise CONSULTANT of any inaccuracies or concerns.
- DISTRICT understands and agrees that DISTRICT'S performance of its responsibilities as set forth in this Paragraph IV is a material term of the Agreement and failure to do so will justify Immediate Termination by CONSULTANT as defined in Paragraph VI.

**V. Termination**

- DISTRICT and CONSULTANT have the right to cancel the contract without cost, penalty, or liability for a period of ten (10) days following the Effective by Date providing a written notice of cancellation to the other Party in person, by email, or by certified mail, return receipt requested, in which case the cancellation shall be deemed effective upon expiration of five (5) calendar days from the date of mailing.

- Following the initial ten-day cancellation period, DISTRICT or CONSULTANT may terminate the Agreement by giving fourteen (14) days written notice in person, by email, by certified mail, return receipt requested, in which case cancellation shall be deemed effective upon expiration of five (5) calendar days from the date of mailing.
- In the event of termination, payment for Services rendered by CONSULTANT to date of termination shall be paid promptly by DISTRICT upon receipt of a final invoice.

**VI. Immediate Termination**

- This Agreement may be terminated immediately (“Immediate Termination”) if DISTRICT fails to perform its responsibilities as set forth above in Paragraph IV.
- In the event of an Immediate Termination, CONSULTANT shall invoice DISTRICT for the value of any Services performed that exceed the Initial Payment and DISTRICT shall remit payment in full to CONSULTANT within 7 (seven) days of receipt of invoice.

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Signed by District Representative  
Representative

\_\_\_\_\_  
Signed by Bayha Group

\_\_\_\_\_  
Name and Title

June Bayha / CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_